

**Declaration of Restrictions and Covenants for Section I, Phase I,
Chestnut Valley Subdivision**

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THIS DECLARATION made this 27th day of May, 2008, by Waldron Enterprises LLC, David V. Waldron, Charles K. Waldron and Gregory E. Waldron, jointly and severally, and hereinafter sometimes referred to as the "Declarant".

WITNESSETH:

A. Declarant is the owner in fee simple title of the real estate located in Rutherford County, Tennessee, more particularly described as follows:

All that property located on East Jefferson Pike, Murfreesboro, Tennessee as shown on the recorded **Plat of Section I Phase I Chestnut Valley Subdivision** recorded, July 25, 2007 as Plat Book 32, page 81 in the Office of the Register of Deeds of Rutherford County, Tennessee, and all the lots therein; and

B. The real estate referenced in Recital A above is hereinafter referred to as the "Property"; and

Declarant, by execution of this Declaration, states that all homesites which are part of the Property shall be conveyed subject to the terms and conditions of this Declaration which shall run with the land and be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner according to Section 36 unless rescinded or otherwise amended as provided in Section 35.

NOW, THEREFORE, Declarant hereby makes this Declaration as follows:

DEFINITIONS.

The following terms as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:

A. "Plat" means the plat of the Property prepared by SEC, Inc. recorded July 25, 2007 as Plat Book 32, page 81 in the Office of the Register of Deeds of Rutherford County, Tennessee.

B. "Homesite" means any plot of ground designated as a lot upon the recorded Plat of the Property. When Homesite is used, it shall be deemed to include the lot and the dwelling unit, if any, located thereon.

C. "Owner" means any person, firm, corporation, partnership, association, trust, Limited Liability Company or other legal entity or any combination thereof, which owns the fee simple title to a Homesite.

D. "Dwelling Unit" means the structure used as a residential living unit located upon a Homesite, including the garage and any appurtenances.

1. DECLARATION.

Declarant hereby expressly declares that the Property shall be held, conveyed and transferred in accordance with the provisions of this Declaration.

2. DESCRIPTION OF THE PROPERTY.

The Property consists of 50 plus or minus Homesites. The sites of the Homesites are designated on the Plat and may be added to or amended with future lots,

sections and/or phases of the Subdivision, all of which are made subject to the terms and provisions of this Declaration of Covenants and Restrictions. Easements are retained by Declarant on Lots 1 and 67 at the entrance to the subdivision as shown on attached Exhibit "A" for the purpose of erecting signage of either a temporary or permanent nature.

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3. LAND AND USE AND BUILDING TYPE.

- A. Lots Restricted to Private Residential Use. All Homesites or lots in said Subdivision are restricted to private residences and shall not be improved, used or occupied for other than private one family residence purposes, except that if a person(s) owns more than one (1) lot in said Subdivision, nothing contained herein shall require that person(s) to place a residence on the second or other Homesite. The requirement that each Homesite shall be used solely for residential purposes shall not apply during the time that the Homesite is being used by the Declarant or any home builder in the promotion, development or improvement of said Subdivision during which time the lot may be used as an office or modeled for sales and promotion purposes.
- B. Building Location. No building shall be erected nor located on any lot nearer to the right of way line than the minimum building setback lines as shown on the recorded Plat unless a variance is granted by the appropriate governing body. These minimum setback line restrictions shall also apply to the garage. For purposes of this section, eaves, steps and open porches shall not be considered as a part of the structure.
- C. Completion Date. Construction of a dwelling shall begin within a period of two (2) years from the date on which a Homesite is conveyed by the Declarant to the purchaser thereof, unless such two (2) year period is extended by a written instrument duly executed by the Declarant. During the period before construction, following conveyance by Declarant and during the period prior to construction, the Homesite/lot shall be mowed and maintained by the Homesite owner. Construction of a dwelling shall be by a duly licensed contractor(s) or by the lot Owner(s). Construction of any dwelling shall be completed within one (1) year from the date of beginning, or thereafter be completely removed, unless a waiver from the required completion date shall have been approved in writing by the Architectural Control Committee. Residency in any dwelling shall not be permitted until the exterior of the dwelling has been One Hundred (100%) percent completed. Occupying a motor home as a residence in this Subdivision is not permitted.

4. Single Family Dwelling.

No Dwelling Unit shall be erected, altered, placed or permitted to remain on any Homesite other than one (1) single family dwelling not to exceed Two and One-half (2 1/2) stories in height and attached connected garage of sufficient size to house at least two (2) automobiles, but not to exceed space for three (3) automobiles unless otherwise approved, in writing, by the Architectural Control Committee. The garage can be converted to living space if desired.

A. Dwelling Unit Size. No Dwelling Unit shall be permitted on any Homesite with a living floor area of the main structure, exclusive of porches, whether one or two story or whether screened or not, basements, walk out basements and lower level and garages, of less than the following number of square feet for the following types of Dwelling Units. The minimum square footage for Dwelling Units on the Property shall be the following:

1400 Square Feet combined for the first and second floors

5. Exceptions.

Exceptions may be made to Section 4 only if the Architectural Control Committee unanimously approves them in writing. When a multi-level, one and one half story dwelling, is being constructed, walk out lower level finished living areas can be used to partially attain square footage requirements, up to 500 square feet can be allocated towards achieving the square footage requirements, subject to review and approval, in writing, by the Architectural Control Committee.

6. Materials.

All buildings shall be constructed of new materials only. Structures with cement block exteriors, including structures with cement block foundations above grade, shall be prohibited, unless expressly approved in writing by the Architectural Control Committee. Roll roofing is expressly prohibited. The exterior siding material of all structures shall be vinyl and brick, Hardiboard, redwood or cedar lap; no vertical Masonite nor metal siding is permitted. All residences must be faced with brick or a minimum of partial brick front on the first or main floor, or brick accents as approved by the Architectural Control Committee. Exceptions to this Section can be only by unanimous written consent of the Architectural Control Committee. The main roof pitch of all residences shall be in compliance with the requirements of the Rutherford County, Tennessee building code or not less than 5-12 pitch, whichever is more restrictive, and shall maintain a minimum of a one foot overhang. Prior to construction and installation, the Architectural Control Committee must approve, in writing, any solar panel installation and the location of said installation.

7. Home Occupations.

No Homesite shall be used for any purpose other than as a single-family residence, except that a home occupation, defined as follows, may be permitted: any use conducted entirely within the Dwelling Unit and participated in solely by a member of the immediate family residing in the residence. However, such home occupation may be forbidden should the traffic in and out of the Homesite and Subdivision and the parking at the Homesite result in the appearance of a commercial operation or prove a nuisance to the other Homeowners. Under no circumstances shall signage advertising a home occupation be permitted.

8. Structure and Powers of the Architectural Control Committee.

There is hereby created the Chestnut Valley Subdivision Architectural Control Committee ("Committee") which shall consist of three (3) persons appointed by Waldron Enterprises LLC or its successors and assigns who shall serve until they are removed or have resigned. This Committee may designate any one of its members to act on its behalf. In the event of a vacancy on the Committee, Waldron Enterprises LLC shall have the authority to appoint a replacement. The Committee shall have the authority and power to approve all plans and specifications for all structures to be erected in the Subdivision. Said Committee may act as a representative of the Owners of the lots in the Subdivision and may act to enforce the covenants and restrictions herein by due process of law, which authority and power in the Committee shall not exist to the exclusion of the authority and power vested in said lot owners.

9. Approval by Architectural Control Committee.

No building or other structure shall be erected, constructed, placed, maintained or altered on any Homesite in this Subdivision until the building plans (including floor plans, external design, location with respect to lot lines, topography and finished grade elevations), specifications and site plan showing

the location of such building, have been approved in writing by the Architectural Control Committee. Three (3) sets of complete plans must be furnished, two (2) of which will be retained in the office of the Declarant and one (1) will be returned to the builder. The Committee's approval or disapproval, as required in this Declaration shall be in writing. No structure of any kind which does not fully comply with such approved plan shall be erected, constructed, placed or maintained upon any Homesite, and no changes or deviations in or from such plans as approved shall be made without the Committee's prior written consent. In the event the committee, or its designated representative, fails to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted to them and if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to completion thereof, such approval will not be required and this covenant shall be deemed fully complied with. The plans must show floor plan, quality of construction, materials, outside colors to be used and harmony of external design with existing structures and location with respect to lot lines, topography and finish grade elevations. Lot Owners warrant to not hold Declarant liable for any future dead trees. The Architectural Control Committee's approval or disapproval of the plans shall be in writing. No structure of any kind which does not fully comply with the approved plans shall be erected, constructed, placed or maintained upon any lot and no changes or deviations in or from such plans as approved shall be made without the Architectural Control Committee's prior written consent.

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10. Liability of Declarant and Committee.

Neither Declarant nor the Architectural Control Committee nor any member thereof nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone by reason of any mistake in judgment, negligence or non-feasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or in any structure erected according to such plans or any drainage, well or septic system problems resulting there from. Every person and entity which submits plans to the Committee agrees, by submission of such plans, that the party making the submissions will not bring any action or suit against the Committee, the Declarant or either of them to recover any damages or require the Committee or its representative to take or refrain from taking any action. Neither the submission of any complete set of plans to the Declarant or to the Committee for review by the Committee, nor the approval thereof by the Committee, shall be deemed to guarantee or require the actual construction of the building or structure therein described, and no adjacent lot owner may claim any reliance upon the submission and/or approval of any such plans or the buildings or structures described therein.

11. Committee Vacancies.

In the event there is any vacancy created in the Committee, Declarant, its successors and assigns, shall have the right to appoint another person to fill said vacancy. If there be no Declarant nor its successors and assigns, then Eighty (80%) percent of the record title Owners of the lots may elect by a majority vote of said Eighty (80%) percent, the Architectural Control Committee. If there is a Declarant, then Declarant shall have final approval over the selection of a replacement.

12. Architectural Control Committee Expiration.

The authority of the Committee shall expire fifteen (15) years after the date of the recording of the Plat. Declarant may, at any time, relinquish its right to designate a Committee member or to fill any vacancy on the Committee and upon its written relinquishment of the same, any vacancy on the Architectural Control

Committee shall be filled by an election of the majority of Eighty (80%) percent of the Homesite Owners in the Subdivision. The Committee shall have no control over future Sections and/or Phases until such control is relinquished in writing by the Declarant for said future Sections and/or Phases.

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13. Easements.

There are strips of ground variable in width, as shown on this Plat, and marked "Easement", reserved for use as roads, or for maintenance/creation of any ponds/lakes or recreational/drainage easements, or signage and landscape easements, and for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, and overland drainage flows, subject at all times & for the benefit of the proper regulatory authorities, the Declarant, or Homeowners Association, and to the easement herein reserved. The owner(s) of the lot (s) containing said easements, their successors and assigns shall take their titles subject to said use of the easements.

Any pond/lake maintenance/utility easements delineated on this subdivision are easements reserved for the use by the Declarant of said subdivision and the utility companies. The Declarant reserves the right to use said easements for the purpose of right-of-way and easement for construction, operation, use, maintenance, repair, renewal, and removal of facilities necessary to provide for the maintenance of the pond/ lake and its immediate surrounding environs as those limits are defined by said retention/drainage easements. The rights of the utility companies are outlined in the deed of dedication for this subdivision plat.

The signage and landscape easements delineated on this subdivision are easements reserved to the Declarant of said subdivision its successors and assigns. The Declarant reserves the right to construct sign(s), and landscaping features, per the Rutherford County Zoning Standard, in order to identify said subdivision and/or to provide for the promotion and effect the sale of the lots or structures in said subdivision. The County expects its employees to exercise due care, but the County is not responsible for damage to mail boxes, planters, decorative stones, posts, fences or sprinkle heads within this area. Individual lot owners are responsible for the planting and mowing of grass in any applicable easement area on said lot. The Homeowners Association maintains the right to mow any easement area as needed (at the expense of the lot owner) if the lot owner fails to properly maintain the area. If actual boundaries of any pond or lake/easement as built or currently exists, vary from the boundaries of the pond/lake on the Plat, then the easement granted herein shall extend to the boundaries of the pond/lake as built or currently exists.

14. Perimeter Fencing and Retaining Walls.

The only perimeter fencing permitted shall be a black coated chain link or pressure treated wood which must conform to present architectural standards as set by the style of home thereon built and be approved by the Architectural Control Committee in writing, unless a variance from this fence requirement shall have been approved in writing by the Architectural Control Committee. This paragraph is not to be construed to prohibit the planting or maintenance of hedges, shrubbery or trees. No fencing to be installed in easement areas unless approved in writing by the Architectural Control Committee. Retaining walls along a perimeter lot line that pose a significant danger because of the drop off shall utilize a protective landscape screening. The Architectural Control Committee must approve all retaining walls in writing.

15. Nuisances.

No noxious or offensive activity shall be carried on upon any Homesite, nor shall anything be done thereon which may become an annoyance or nuisance in the neighborhood.

16. Temporary Structures.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding of any type or nature shall be used on any lot at any time as a residence, temporarily or permanently. This covenant, however, shall not be construed to prohibit a construction trailer or the erection of a temporary field office by the Declarant or by a building contractor used during construction of a residential dwelling. Semi-Tractor and trailer, school buses, modular homes, mobile homes, and house trailers are prohibited from being parked at any time on any lot.

17. Detached Buildings.

The construction and placement of not more than two (2) detached storage or pet shelter structures (maximum 150 square feet) to be used for the storage of lawn tools, toys, swimming pool apparatus, or any other personal property or for the shelter of pets must be of a quality construction and must be maintained in attractive and neat appearance and blend with the established home and be submitted to the Architectural Control Committee for approval before beginning construction. Any such detached buildings erected shall be erected near the rear one-half (1/2) of said lot and match the decor of the present residential dwelling. The placement and construction of the detached structures are to be submitted to the Architectural Control Committee which Architectural Control Committee shall have the authority to approve or disapprove the placement and construction of detached storage structures, and once approved and erected, the Architectural Control Committee shall have the authority to require protective screening around any detached structure. Metal pole barns will not be permitted. Some lots are not conducive to the placement of detached structures and will not be allowed at the discretion of the Architectural Control Committee.

18. Driveways, Chimneys and Sidewalks.

No stone or cinder driveways shall be permitted. All driveways are to be a minimum of 12 feet wide and must be constructed of concrete. Circular drives in front of homes (if any) may be a minimum of eight (8) feet wide.

19. Signs.

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the home for sale or rent, or a sign of any dimension used by a builder or Declarant and approved by Declarant to advertise the property during the construction and sales period. There is reserved to the Declarant, its successors and assigns, the right to construct signs as they desire in order to foster the promotion and effect sales of lots or structures in said development, in addition said right exists in landscape easement areas, at the entrance of the subdivision. Declarant reserves the right for placement and location of County street signs. No "For Sale By Owner" sign shall be permitted on a vacant lot advertising the lot and/or the asking price, for resale except the signs of approved realtors, builders or Declarants unless approved in writing by the Architectural Control Committee. Advertising in local magazines, newspapers, & direct mailings or listing lot in MLS service, with broker of your choice is an effective alternative. In no event may the price of the lot and/or home be on display on exterior signage.

20. Animals, Livestock and Poultry.

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 may be kept, provided that they are not kept, bred or maintained for any commercial purposes and are not

permitted to become a neighborhood nuisance or hazard in any manner. No dog or cat may be permitted to run at large.

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21. Debris, Garbage and Refuse Disposal.

No lot, or contiguous lot during the construction period, shall be used or maintained as a dumping ground for rubbish or brush. Trash, garbage, or other waste shall not be kept except in sanitary containers. During the construction period for any house, the builder or lot owner shall place a construction dumpster on each Homesite or available for use by each Homesite for the disposal of trash. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No lot shall be used for the storage of old lumber, cars, materials or debris including grass clippings except by the Declarant. Firewood may be stored on a lot, but stored in an orderly and sightly manner and appearance. All vacant lots shall have the weeds and brush mowed or Bush Hogged once a year. A lien in favor of the Declarant or Association shall be granted if lot owner fails to comply with keeping vacant lot as required or an improved lot neat in appearance, or if lot owner fails to remove a dead tree from lot in a timely fashion and Declarant or Association may be required to do so for public safety or aesthetic reasons.

22. Sight Distance at Intersections.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines; or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

23. Completion Date.

Any structure begun must be completed within a period of one (1) year from the date of beginning or thereafter completely removed. The side, front, and rear yards of each lot shall be planted with grass seed, sod or ground cover, and landscaped unless otherwise approved by the Architectural Control Committee, within one hundred and twenty (120) days after the structure is completed, or the structure is occupied as a home, whichever is earlier. Lot owner shall not permit any improvement, which has been partially or totally destroyed by fire or other casualty, to remain in such state for more than three (3) months from the time of such destruction or damage.

24. Declarants Option to Repurchase and Right of First Refusal.

In the event that a residential dwelling meeting the requirements of these restrictions is not completed on any lot within a period of two (2) years from the date on which such lot is conveyed by the Declarant to the purchaser thereof, unless such two (2) year period is extended by a written instrument duly executed by the Declarant, the Declarant shall thereupon have the right during the ensuing twelve (12) month period commencing on the second anniversary date of such conveyance to repurchase such lot from the current owner of such lot, free and clear of all liens and encumbrances except current property taxes which shall be prorated to the date of closing, at the same price at which the Declarant sold such lot to the original purchaser thereof, without payment of interest or any other charges, upon the Declarant serving written notice upon the current owner of such lot of the Declarant's intention to exercise its option and effect such repurchase, notwithstanding whether the current owner of such lot

was also the original purchaser thereof. The closing of such repurchase shall take place at the Declarant's office or such other place as required by the Declarant not later than thirty (30) days from the date of the giving of such written notice to the current owner of such lot, who shall take such actions and shall execute such documents, including a warranty deed to such lot, as the attorneys for the Declarant shall deem reasonably necessary to convey good title to such lot to the Declarant, free and clear of all liens and encumbrances as aforesaid, Declarant or its assigns shall be given the first right to repurchase any vacant lot within the subdivision that is offered for resale.

25. Fuel Storage Tanks.

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Fuel storage tanks are not allowed.

26. Lot Division.

There shall be no subdivision or sale of any lot by a homeowner for the purpose of building an additional dwelling.

27. Recreational or Commercial Vehicles and Parking.

No recreational or commercial vehicles, including but not limited to, campers, trailers, trucks, dune buggies, or boats may be used as a temporary residence or kept in open areas in this subdivision, whether such open areas are on or off the lot of any lot owner. No vehicles of any type shall be parked on the street of the subdivision except for the temporary parking of vehicles of guests of owners of lots.

28. Homeowners' Association.

The "Chestnut Valley Homeowners Association, Inc." hereinafter referred to as the "Homeowners Association", or "Association", which shall be a Tennessee corporation, shall be created by the Declarant at his option acting on behalf of the owners and future owners of lots in this subdivision. Each owner of a lot in this subdivision shall be a member of the Association and shall be entitled to cast one (1) vote at all meetings for each lot that is owned. (The purpose of the Association is to manage and to support financially all common, & easement areas, all landscaped entrance ways, and all street lighting, fountains, and accent lighting and water detention ponds, the performance of its responsibilities listed in Paragraph 30 and the provision of such security and garbage disposal services as may be deemed advisable and practical in the sole discretion of the Association or, until such time as the Association is created by the Declarant, in the sole discretion of the Declarant, and all purposes as the membership deems necessary.) After its creation by the Declarant, the Association shall conduct a meeting at least once each year to organize itself and to elect its officers. The Association shall adopt by-laws for its government and may levy and collect dues. The Association shall have the authority to impose and collect annual assessments for the following: The operation of street lighting; and maintenance of fountains, accent lighting; and mowing of common areas, applicable easements, maintenance of detentions ponds and associated property. The performance of its responsibilities listed in Paragraph 30; and all legal & professional fees, directly related to the Association's duties and responsibilities, and the provision of the aforesaid security services. Those assessments shall be levied equally on each lot in the recorded Plat of Section I Phase I Chestnut Valley and any future sections. Failure to pay said assessments or annual dues shall be a violation of these covenants and restrictions. An enrollment fee for the Homeowners' Association shall be collected at the closing of a Homesite to an owner occupant and any assessments or annual dues shall be billed by the Association or its third party management company to the owner of each lot (accompanied by an itemized statement) during the month of January of each year and shall be due and payable within thirty (30) days. All lots in this Section

shall, from and after the recording of these restrictions, be subject to said annual dues and assessments. The Association for a partial year of ownership will grant no proration of dues. Said dues and assessments, including interest, costs of collection and attorneys' fees, if any, as hereinafter provided, shall be a lien in favor of the Association upon the lot against which such dues and assessments are charged until discharged by payment or released by the Association, which lien may, but need not, be enforced in the same manner as is provided in the mechanic's lien statutes of the State of Tennessee. Notwithstanding anything to the contrary herein, the Association need not file or record or send any notice with respect to any lien or liens or bring suit thereon within any time specified in the mechanic's lien statutes of the State of Tennessee to enforce the same. The Association may, but need not, publicly record such notices of undischarged liens arising hereunder as it deems appropriate and may, but need not, bring a separate independent action in any court to enforce payment of, or to foreclose, the lien created hereunder. Provided further, that any person purchasing or dealing with said lot may rely upon a certificate signed by the President or Secretary of the Association showing the amount of such certificate, and the Association shall not be entitled to enforce any lien for such charge accruing prior to the date of any such certificate unless the amount thereof is shown in the said certificate. The within above-described lien is subordinate to any first mortgage lien. The Association may also enforce the restrictions concerning accumulations of rubbish, weeds, or trash, and may own any land for use by all or less than all of the lot owners as a "common area". Any past-due annual dues, assessments, or other charges assessable hereunder shall bear interest at the rate of eight percent (8%) per annum commencing thirty (30) days after same become due and with attorneys' fees, and shall be due and payable without relief from valuation and appraisal laws. The Association may be formed for, and engage in, such other activities as may be beneficial to the lot owners, to the public at large, or which may qualify the Association as a "not-for-profit corporation or association", as defined in the Internal Revenue Code. Until such time as the Association is created by the Declarant, the Declarant, acting on behalf of the Association to be formed, shall be entitled to carry out the responsibilities assigned to, and enjoy and exercise the rights and powers granted to, the Association pursuant to these restrictions.

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29. Utilities and Television Antennas.

All public utility services, either in the streets or on any lots, including but not limited to electric, gas, telephone service, and cable television, can be located underground or overhead. No outside above-ground television, A.M., F.M., or short wave radio antennas of any type, shall be erected or maintained on any lots or structures in this subdivision. The placement and size of the satellite dishes must be approved by the Architectural Control Committee before placement on any lot. The Architectural Control Committee may also require protective screening.

A. To require owners to assume all landscaping responsibility and restoration of paved or planted areas made necessary by maintenance, replacement or expansion of underground service facilities. Owner to assume all responsibilities and cost if owner chooses to substantially alter the grade in the utility easement, which would result in the utility company relocating their lines to provide adequate protection for said line.

B. To require accessibility to all strips in which underground service is located for operation, maintenance, or replacement of facilities.

30. Buildings.

The Architectural Control Committee in advance of the construction of any such improvement shall determine the placement of all buildings, including the lot and building elevations. No alterations of location or any improvement prior to

construction shall be made and no improvement shall be physically placed in any other position than that located by the Architectural Control Committee without approval of the Architectural Control Committee. All expense with regard to such location placements and the actual physical staking for the location of such physical improvement shall be borne by the lot owner. No other sanitary provision or device for sewage disposal shall be installed or permitted to remain on any lot as all lots are to be serviced by the Consolidated Utility District system as shown on the Plat. Declarant recommends that concrete trucks use pump systems to minimize the compaction of soils.

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31. Retention Ponds.

Certain lots in this subdivision contain all or a portion of a retention pond. The responsibilities of the Homeowners Association with respect to each such retention pond shall be as follows:

- (a) To arrange for the mowing of the retention pond portion of such lot.
- (b) To maintain with respect to the retention pond portion of such lot a comprehensive public liability insurance policy having a combined single limit of liability of not less than Five Hundred Thousand Dollars (\$500,000) and a comprehensive umbrella public liability insurance policy having a combined single limit of liability of not less than Two Million Dollars (\$2,000,000) additional to such underlying coverage.
- (c) Each lot owner shall indemnify and hold harmless the Declarant, the Association, all other lot owners, and their successors and assigns, against all loss or damage incurred as a result of injury to any persons or damage to any property, or as a result of any other cause or thing, arising from, or relating to, the existence, condition or use or access to any pond by any person who gains access to such pond over or across such owner's lot with such owner's permission or concurrence, including but not limited to all expenses incurred by the Declarant, Association & all other Lot owners in defending against any such liability, claim or action for damages, including reasonable attorney's fees. Some ponds are designed to be full of deep water year round and homeowners shall be aware of the potential for danger in and around these ponds, and shall exercise the utmost caution when in the vicinity of the ponds.
- (d) Unless otherwise provided for, access to the year round landscape/retention ponds shall be limited to the lot owners who have contiguous land to the ponds and the easement surrounding said pond. Year round Landscape/Retention Ponds shall be kept free of debris and maintained at all times in a reasonably clean condition. Maintenance of the Landscape/Retention Ponds shall include providing such aeration and chemical treatments as are necessary or appropriate to retard stagnation, maintain the water level and quality within acceptable variances and control weed and algae growth. The year round Landscape/Retention Ponds shall be so maintained by the Declarant until the Association is formed, and thereafter by the Association. However during the home construction process it is the responsibility of the lot owner to prevent soil erosion from their site, from washing into the retention pond, thus silting over the pond and inhibiting drainage. Said Ponds may need to be cleaned, dredged or reshaped from time to time by the Homeowners' Association.
- (e) Prohibited Activities: At no time may the pond / lake be used for recreational purposes, including but not limited to the following.: swimming, power boating, snowmobiling and ice-skating or any activity on the ice. The lake/ ponds may not be used as a source for landscape irrigation systems.

32. Swales and Ditches.

Roadside standard ditches, or swales, if any, whether adjacent to roads or along or near property lines for drainage purposes shall be constructed in accordance with Rutherford County, Tennessee planning specifications adopted by the appropriate authority and in effect at the time of said construction, and such ditches or swales shall not be filled in. Where required, culverts shall be installed and maintained and kept clear by the homeowner on the Homesite where such culverts are installed, so as to allow the free flow of surface water. Builder to verify if County will require culvert under driveway.

33. Compliance by Builder, Lot Owner with Soil Erosion Plan.

(a) The Declarant has established and implemented an erosion control plan. All land disturbing activity undertaken by Builder or Builder's subcontractors shall comply with the Declarant's general permit as well as all other applicable state, county, or local erosion control authorities. During the construction of each structure, every reasonable effort shall be made, by the Builder and/or lot owner, to control erosion on the construction site in accordance with recommendations issued by the Soil and Water Conservation Service, United States Department of Agriculture.

(b) The Builder shall also indemnify and hold Declarant harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever which may arise out of or are connected with, or claimed to arise out of or connected with, any work done by Builder, Builder's employees, agents, or subcontractors which is not in compliance with the erosion control plan implemented by the Declarant.

(c) Lot owner and Builder will do their diligence in making every effort to keep soil from eroding onto the roadway and contiguous lots. Builder/lot owner will be responsible for any damage caused by erosion.

34. Conveyance of Common Area, Detention Pond and Easements To Association.

The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to all common areas in this subdivision to the Homeowners Association not later than five (5) years after all lots in this subdivision have been sold by the Declarant, its successors and assigns.

35. Waiver or Amendment of Covenants.

It is expressly provided that the Declarant, its successors, or assigns, shall have the exclusive right for a period of five (5) years from the date of recording of this Plat to amend any or all of the restrictions or covenants herein contained. Such amendment shall be evidenced by the recording of a written amendment signed and recorded in the Office of the Register of Deeds of Rutherford County and shall become effective upon such recording. This shall include the right to waive any part of the restrictions or conditions as to any particular lot. After five (5) years from the date of recording of this Plat, these Restrictions and Limitations may be amended at any time by the recording of such amendment executed by the owners of the fee title of not less than seventy-five percent (75%) of the lots in the subdivision, except that no amendment of the provisions of Paragraph 30 shall be effective unless such amendment is also executed by the owners of the fee title of not less than one hundred percent (100%) of the lots and approved by the Declarant if the Declarant still owns any lot in the Subdivision.

36. Duration of Covenants.

These Covenants and Restrictions are to run with the land and shall be binding on all parties and persons claiming' under them until November 1, 2037 at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless by a vote of the then owners of the fee title of not less than seventy-five percent (75%) of the said lots covered by these covenants and restrictions, it is agreed to change such covenants and restrictions in whole or in part, except that no amendment of the provisions of Paragraph 30 shall be effective unless such amendment is also executed by the owners of the fee title of not less than one hundred percent (100%) of the lots.

37. Separability of Covenants.

Invalidation of anyone of the covenants or restrictions by judgment of a Court of competent jurisdiction shall in no way affect any of the other covenants or restrictions and all other provisions of these covenants and restrictions shall remain in full force and effect.

38. Enforcement of Covenants.

Record Book
847 Ps 1202

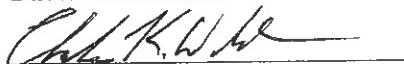
The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law of any structure, is hereby vested in each owner of a lot in this subdivision, and in the Homeowners Association, its successors and assigns. These covenants and restrictions may all be enforced by a civil action for damages and by any other appropriate remedy at law or in equity. If any person or persons shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons vested with the title of any of the lots herein before described, the Homeowners Association, its successors and assigns, or the Declarant, to proceed either in law or in equity, against such person or persons violating or attempting to violate any such covenants, and to enjoin them from so doing, to recover damages for such violation and to seek all other appropriate relief. In the event that the Homeowners Association, or the Declarant should employ counsel to enforce any of the foregoing covenants and restrictions, all costs incurred in such enforcement, including reasonable attorneys' fees, shall be paid by the owner of such lot or lots against whom such enforcement action is brought. Homeowners Association, or the Declarant, as the case may be, shall have a lien upon such lot or lots to secure owner's payment of all such costs, which lien may be enforced in the same manner as is provided in Paragraph 30 of these restrictions.

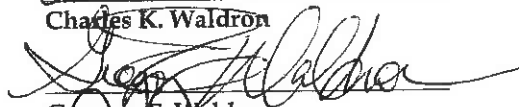
39. Effective Date.

These Restrictions and Covenants shall be deemed to be effective upon their recording in the Office of the Register of Deeds of Rutherford County, Tennessee.

DECLARANT:


David V. Waldron


Charles K. Waldron


Gregory E. Waldron

 MEMBER
Waldron Enterprises LLC by
David V. Waldron

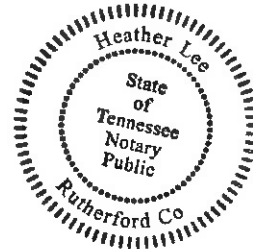
STATE OF TENNESSEE
COUNTY OF RUTHERFORD

Before me, the undersigned, a Notary Public in and for said County and State, this 27th day of May, 2008, at Murfreesboro, Tennessee personally appeared David V Waldron, Charles K. Waldron and Gregory E. Waldron, known to me personally, who acknowledged that they signed the above instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Heather Lee
Notary Public

My Commission Expires: 8-16-09



STATE OF TENNESSEE
COUNTY OF RUTHERFORD

Personally appeared before me the undersigned, a Notary Public in and for said State and County, David V. Waldron known to me and who acknowledged himself to be the Chief Manager of Waldron Enterprises LLC and that he, in his capacity as such Chief Manager of Waldron Enterprises LLC, executed the above instrument for the purposes contained therein.

My Commission Expires: 8-16-09

Heather Lee
Notary Public



Record Book
847 Pg 1203

Return To:
Prepared By:
Jack Case Wilson Title Associates, LLC
125 River Rock Blvd, Ste B
Murfreesboro, TN 37128

Jennifer M Gerhart, Register
Rutherford County Tennessee
Rec #: 558515
Rec'd: 65.00 Instrument #: 1566797
State: 0.00
Clerk: 0.00 Recorded
EDP: 2.00 6/2/2008 at 11:42 AM
Total: 67.00 in
Record Book 847 Pgs 1191-1203

MAXIMUM PRINCIPAL INDEBTEDNESS \$0.