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8730 Country Village Dr.
Ste. 101
Cordova, TN 38016

REVISION OF DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE VILLAS AT CELEBRATIONS

- This Instrument was prepared by:
The Villas, LLC
6465 Quail Hollow
Memphis, TN 38120
- This Instrument is a revision of the Declaration Of Covenants, Conditions And Restrictions recorded as Instruments 06007263, in Book D278 at Pages 641-659 in the Register's Office for Bedford County, TN and is made pursuant to the provisions of Section 13.01 thereof.
- The Property referred to herein is the same property described in Deed Book 273, Page 573 in the Register's Office for Bedford County, TN.
- See also Plat Cabinet B, Envelope 270, Plat Cabinet B, Envelope 274 & Plat Cabinet B, Envelope 291.

BK/PG:D284/87-122

07004622

ARC 36 PG BA: 13460	
05/31/2007 09:00 AM	
VALUE	0.00
MTG TAX	0.00
TRN TAX	0.00
REC FEE	180.00
DP FEE	2.00
REG FEE	0.00
TOTAL	182.00

STATE OF TENNESSEE, BEDFORD COUNTY

JOHN H REED JR
REGISTER OF DEEDS

This 31st day of May 20 07
RONDA H. CLANTON, T.C.A.
Property Assessor, By: CO
Bedford County, Tennessee

REVISION OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION

FOR

THE VILLAS AT THE CELEBRATION

THIS DECLARATION, is made, published and declared this December 6, 2006, by The Villas, LLC (the "Declarant" or "Developer") and any and all persons, firms, or corporations hereinafter acquiring any of the within described property.

WHEREAS, Declarant is the fee simple owner of a certain tract of real property (the "Property") situated in Shelbyville, Bedford County, Tennessee, which property is more particularly described in Exhibit "A" attached hereto; and

WHEREAS, the Developer has caused to be prepared a plan for the subdivision of the Property, to be known as THE VILLAS AT CELEBRATION into residential lots, together with certain common areas for the use, benefit and enjoyment of the owners of the lots in common with each other, and

WHEREAS, the Developer has caused a plat of the Property to be filed as follows:
(plat to be recorded)

WHEREAS, it is to the benefit, interest and advantage of Declarant, the Lot Owners and of each and every person or other entity hereafter acquiring any interest in the Property that certain covenants, restrictions, easements, assessments and liens governing and regulating the use and occupancy of the same be established, fixed, set forth and declared as covenants running with the land.

NOW, THEREFORE, in consideration of the premises, the Declarant does hereby publish and declare that all or any portion of the Property described and declare that all or any portion of the Property described in Exhibit "A" is held and shall be held, conveyed, hypothecated encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, restrictions, uses, limitations and obligations (and subject to all easements, conditions, restriction, etc. as set out in the Subdivision Plats, Exhibit "B") all of which are declared and agreed to be in the furtherance of a plan of other development conditions, restriction, uses, limitations and obligations shall run with the land and shall be a burden and a benefit to the Declarant, its successors and assigns, and any person or legal entity acquiring or owning any interest in any portion of the said Property or any improvements thereon, their grantees, successors, heirs, executors, administrators, devisees and assigns.

ARTICLE I. DEFINITIONS

The following words when used in this Declaration shall have the following meanings:

Section 1.01 Association. Shall mean and refer to THE VILLAS AT CELEBRATION HOME OWNERS ASSOCIATION, INC., a non-profit, non-stock corporation incorporated under the laws of the State of Tennessee, its successors and assigns. The Association's Charter and Bylaws are attached hereto marked Exhibits "C" and "D" respectively and made a part of hereof.

Section 1.02 Declarant. Shall mean THE VILLAS, LLC, its successors and assigns. Declarant shall be synonymous with Developer for purposes of this Declaration.

Section 1.03 Declaration. Shall mean this Declaration of Covenants, Conditions, and Restrictions, and any supplementary declaration filed hereto, as this Declaration may, from time to time, be amended in accordance with its terms.

Section 1.04 Lot. Shall mean and refer to the plots of land designated with numbers 1 through 50 inclusive, as shown on Exhibit "B" attached hereto. For all purposes hereto, it shall be understood and agreed that Declarant shall be the Owner of all of said Lots, save and except only those particular Lots which Declarant conveys in fee simple title by recordable deed from and after the date hereof. Ownership of a Lot shall include an undivided pro rata interest in the common area owned by the Association, as shown on Exhibit "A", "Common Area 'A'" attached hereto. ✓

Section 1.05 Member. Shall mean and refer to every Person who holds membership in the Association.

Section 1.06 Owner. Shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest as security for the performance of an obligation, provided, however, that the purchaser at a foreclosure sale or trustee's sale shall be deemed an Owner.

Section 1.07 Person. Means an individual, firm, corporation, partnership, association, trust, or other legal entity or any combination thereof.

Section 1.08 Property or Properties. Shall mean the real property described in Exhibit "A" attached hereto and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.09 Common Area. Shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association and improvements and fixtures thereon. The Common Area to be owned by the Association at the time of the conveyance of the first homebuyer in THE VILLAS AT CELEBRATION shall include the entire Common Area described as follows:

All street, entrance, gates fences, walls, lighting, landscape areas not located on individual lots, together with sewers, storm drainage and fencing located in THE VILLAS AT CELEBRATION.

Section 1.10 Improvements. Shall mean the structures, wall, pavement, plantings and other additions built or placed on the Lots. It is intended that the Improvements reasonably meant for the Owner of a particular Lot will lie entirely within said Lot, as referred to hereafter. In the event, that by reason of construction, settlement, reconstruction or shifting of the improvements, any minor part of the Improvements reasonably intended for a particular Lot lie outside that Lot, an easement of use shall apply thereto in favor of the Lot to be benefited.

Section 1.11 Adjoining Lots Owners. Shall mean and refer to the Owners of Lots that share a common boundary on which there is constructed a party wall.

ARTICLE II. PROPERTY

Section 2.01 Property Subject to Declaration. That certain real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Shelbyville, Bedford County, Tennessee, described in Exhibit "A" attached hereto and made a part hereof.

Section 2.02 Roads and Sewers. The roads and sewers with THE VILLAS AT CELEBRATION are and shall remain, private roads and sewers, and have not been dedicated to the City of Shelbyville, or any other governmental body. By remaining private, the responsibility for payment of maintenance and repair expenses for said roads and sewers shall remain the responsibility of the individual Lot Owners, and be paid for by assessments levied by the Association as provided herein. ✓

ARTICLE III. THE ASSOCIATION

Section 3.01 Members. Every Person, as defined, who is a record owner of a fee or undivided fee interest of any of the Lots within the Property shall be a Member of the Association, as defined, provided, however that any who holds such interest be a Member. Membership shall be appurtenant to and may not be separated from ownership of any Lot within THE VILLAS AT CELEBRATION. Ownership of such Lot shall be the sole qualification for membership.

Section 3.02 Voting Rights. The voting rights of the membership shall be appurtenant to the ownership of a Lot, each owner of a Lot being entitled to one (1) vote for each Lot owned, or as allowed for within this document. Lot(s) owned by declarant shall be entitled to five (5) votes for each Lot.

Section 3.03 Secured Parties. No individual or legal entity holding title of a Lot as security for any debt or obligation shall be considered as owner of such Lot, and such individual or entity shall not be entitled to membership in the Association or to cast a vote on any question or matter affecting the administration of the Association, except as otherwise provided herein.

Is Proxy delinquent?

Section 3.04 Voting. At every meeting of the Members, each of the Members shall have the right to cast his vote on each question. The vote of the Members representing a fifty-one percent (51%) majority of the total votes cast with respect to any question, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of statute or of the corporate Charter, or this Declaration, or of the By-Laws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership, which is owned by more than one person, may be exercised by any other owner of such membership is noted at such meeting. In the event all of the co-owners of any membership who are present at any meeting of the Members are unable to agree on the manner in which the vote for such membership shall be cast on any particular question, then such vote shall not be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association.

Section 3.05 Proxies. A Member may appoint any other Member or the Developer or any other person permitted by law or by the By-Laws as his proxy. In no case may any Member (except the Developer) cast more than one vote by proxy in addition to his own vote. Any proxy must be in writing and must comply with all requirements imposed by law or by the Association's By-Laws.

Section 3.06 Quorum. The presence either in person or by proxy of Members representing at least fifty-one percent (51%) of the total votes entitled to be cast with respect to any question, shall be requisite for, shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of Members. If the number of Members at a meeting drops below the quorum and the question of a lack of a quorum is raised, no business may thereafter be transacted.

ARTICLE IV. PROPERTY RIGHTS

Section 4.01 Owner's Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- (a) The right of the Association, as provided in its Articles and By-Laws, to suspend any enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.

- (b) The right of the Association to provide for and establish easements and rights-of-way on all streets, and to regulate parking, motorized and non-motorized vehicular traffic and to maintain the private street and sewers with THE VILLAS AT CELEBRATION.
- (c) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of maintaining and improving the Commons Areas which the Association is to maintain.
- (d) 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 such purposes and subject to such conditions as may be agreed to by Members. No such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast three-fourths (3/4) of the votes hereof has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days not more than sixty (60) days in advance of such dedication or transfer.
- (e) No conveyance or encumbrance of the Common Area shall prevent any Lot Owner from using the Common Area for ingress and egress to his Lot.

Section 4.02 Fence Easement. As the Association may decide in the future, Lots chosen by the Association in THE VILLAS AT CELEBRATION shall be subject to an easement in order to allow the Association to construct, maintain, repair or replace the perimeter fence, which may be constructed on the perimeters of the property and its entrances.

Section 4.03 Parking. The Lot owners shall be entitled to use parking spaces as may from time to time be created within the Common Area, subject to such rules as may be adopted by the Association.

Section 4.04 Additional Building. No swimming pools shall be allowed without Board Approval.

ARTICLE V. MAINTENANCE AND REPAIR OF LOTS AND COMMON AREAS

Section 5.01 Association Responsibilities. The Association shall provide and pay for all maintenance and expenses for the Common Area, including the private road, the sewers (both sanitary and surface water), the landscaping of the Common Area, and fencing of any of the property. The real property taxes, insurance and utilities on the Common Area, if any, shall also be paid for by the Association.

Section 5.02 Individual Lot Owners. Each Owner of a Lot shall be responsible for all interior and exterior maintenance, painting, repair and upkeep on his Lot and the improvements thereon.

In the event an owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VI. PARTY WALLS

Section 6.01 General Rules of Law to Apply. Each wall or fence which is built upon the Property and placed on a dividing line between residential Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 6.02 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall in equal proportion to such use.

ARTICLE VII. ASSESSMENTS

Section 7.01 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; (ii) special assessments for capital improvements, and (iii) emergency assessments as provided in the By-Law, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual, special and emergency assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the owner of such Lot at the time when the assessment fell due.

Section 7.02 Annual Assessments and Carrying Charges of the Association. Each Member of the Association shall pay to the Association an annual sum (herein sometimes referred to as assessments or carrying charges) equal to the Member's proportionate share (1/50) of the sum required by the Association, as estimated and declared by its Board of Directors, to meet its annual expenses, including, but in no way limited to, the following:

- (a) The cost of all operating expenses of the Association and services furnished, including charges by the Association for its facilities, if any; and

- (b) The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any, and
- (c) The cost of extended liability insurance and the cost of such other insurance as the association may effect; and
- (d) The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and/or reserve for replacements; and
- (e) The estimated cost of repairs, maintenance and replacements of the road, sewers, walls, landscaping in the Common Areas and entrance gates(s), if any, and any other item for which the Association may be responsible.

Except as provided in Section 11 of this Article VII, the Board of Directors of the Association shall determine the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, but do so at more frequent intervals should circumstances require as provided in the By-Laws. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. The annual assessment for the first twelve months (12) shall be \$100.00 per month. Any increase in the assessment of monthly fees shall be limited to a 5% increase per year.

Section 7.03 Special Assessments. In addition to the regular assessments authorized by this Article, the Association may levy into that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, replacement or maintenance of a described capital improvement for which the Association is specifically responsible or for such other purposes as the Board of Directors may consider necessary, provided that such assessment shall have the assent of the Members representing two-thirds (2/3) of the total number of votes eligible to be cast. A meeting of the appropriate Members shall be duly called for the purpose, written notice of which shall be sent to all Members at least ten (10) days but not more than thirty (30) days in advance of such meeting, which notice will set forth the purpose of the meeting.

Section 7.04 Non-Payment of Assessments. Any assessment levied pursuant to this Declaration or any installment thereof, which is not paid within ten (10) days after it is due, may, upon resolution of the Board of Directors, bear interest at a rate not to exceed the highest rate allowed under the laws of the State of Tennessee and may, by resolution of the Board of Directors, subject the Member obligated to pay the same to the payment of such penalty or late charge as the said Board may fix. The Association may bring an action at law against the Member personally obligated to pay the same, or foreclose the lien against the Lot or Lots, then belonging to said Member: in either of which events, the Association may collect from the said Member interest, costs and reasonable attorney's fees.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

The Association shall notify the holder of the first mortgage on any Lot for which any assessment levied pursuant to this Declaration becomes delinquent for a period in excess of sixty (60) days and in any other case where the Owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period in excess of ninety (90) days.

Section 7.06 Priority of Lien. The lien established by this Article shall have preference over any other assessments, liens, judgments, or charges of whatever nature, except the following:

- (a) General and special assessments for real estate taxes on a Lot; and
- (b) The liens of any deed of trust, mortgage instruments or encumbrances duly recorded on the Lot prior to the assessment of the lien thereon or duly recorded on said Lot after receipt of a written statement from the Board of Directors reflecting that payments on said lien was current as of the date of recordation of said deed of trust, mortgage instrument or encumbrance.

Section 7.07 Subordination and Mortgage Protection. Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to this Declaration upon any Lot shall be subordinate to, and shall in no way affect the rights of the holder of any indebtedness secured by any recorded first mortgage (meaning a mortgage with priority over other mortgages) upon such interest made in good faith and for value received, provided, however, that such subordination shall apply only to be assessments which have become due payable prior to a sale or any other proceeding on lieu of foreclosure, and shall not in such instance apply to claims for a share of such assessments or charges resulting from a reallocation of such assessments or charges to all Lot Owners, including the mortgaged units. Such sale or transfer shall not relieve the purchaser at such sale of the lot from lien of any such subsequent assessment which said lien, if any, claimed shall have the same effect and been forced in the same manner as provided herein.

No amendment to this Section shall affect the rights of the holder of any such mortgage (or the indebtedness secured thereby) shall join in the execution of such amendment.

Section 7.08 Additional Default. Any recorded first mortgage secured by THE VILLAS AT CELEBRATION, shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to the Declaration, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby) but failure to include such provision in any such mortgage shall not affect the validity or priority thereof and the protection extended secured thereby) by reason of Section 7.07 of this Section shall not be altered, modified or diminished by reason of such failure.

Section 7.09 Uniform Value of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7.10 Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to each Lot upon conveyance of sale of Lot after a home has been constructed on it or immediately if Lot is resold from the original sale from developer to the original builder. The first annual assessment for each Lot shall be prorated from the date of sale through December 31st of that calendar year. After the first year assessment, the assessment shall be fixed by the Board of Directors as set out in 7.02.

ARTICLE VIII. ARCHITECTURAL CONTROL

Section 8.01 Architectural Control Committee. An Architectural Control Committee is hereby established. The initial committee shall consist of Rusty Hyneman, Caresse Mills, and Jeanne Hyneman. These three individuals shall serve for a period of five (5) years, or until they resign from the committee by written notice to the Board of Directors of the Association. Upon the expiration of five (5) years from the date hereof, or the earlier resignation of Hyneman, Mills, Hyneman, the Board of Directors of the Association shall then appoint the Architectural Control Committee, which shall be composed of three (3) or more individual Lot Owners. The affirmative vote of a majority of the membership of the Architectural Control Committee shall be required to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permanent authorization or approval pursuant to the directives or authorizations contained herein.

Section 8.02 Approvals Necessary. Rules of Committee and Remedies for Violation. With the exception of improvements made by the Developer, no structure of any kind or nature or any fence or barrier shall be commenced, erected, placed, moved onto, or permitted to remain on any lots within THE VILLAS AT CELEBRATION nor shall any existing structure, fence or barrier upon any lot be painted or altered in any way which materially changes the exterior appearance thereof, without the written consent of the Developer; nor shall any new use be commenced on any Lot unless plans and specifications (including a description of any proposed new use) shall have been submitted to and approved in writing by the Developer. Such plans and specifications shall be in such form and shall contain such information as may be required by the Developer, but in any event shall include:

- (a) A site plan of the Lot showing the nature, exterior, color scheme, kind, shape, height, materials, and location with respect to said Lot (including proposed front, rear and side setback) of all structures, fences or barriers, and location of driveways on the Lot; and
- (b) Grading and landscaping plans for the particular Lot.

The Architectural Control Committee may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on the Lots including, without limitation, the exterior lighting and planting and the Developer may issue statements of policy with respect to approval or disapproval of the architectural styles or details or other matters which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Architectural Control Committee at any time and no inclusion in or omission from or amendment of any such rule or statement shall be deemed to bind the Architectural Control Committee to approve or disapprove any feature or matter subject to approval or to waive the exercise of the Architectural Control Committee's discretion as to any such matter, but no change of policy shall affect the finality of any approval granted prior to such change.

Approval for use on any Lot of any plans or specifications shall not be deemed a waiver of the Architectural Control Committee in its discretion to disapprove such plans or specifications or any features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any Lot, however, shall be final as to that Lot and such approval have been adhered to and complied with in regard to all structures, fences, or barriers on and uses of the Lot in question.

In the event the Architectural Control Committee fails to approve or disapprove any plans and specifications as herein provide within thirty (30) days after submission thereof, the same shall be deemed to have been approved as submitted and no further action shall be required.

If any structure, fence, or barrier shall be altered, erected, placed or maintained upon any Lot contained therein or any new use commenced on any Lot, otherwise than in accordance with plans and specification approved by the Architectural Control Committee as required herein, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of the restrictions herein and without the approval required herein and upon written notice from the Developer any such structure, fence, or barrier so altered, erected, placed or maintained upon any Lot, in violation hereof shall be removed or re-altered, and such use shall be terminated so as to extinguish such violation.

In fifteen (15) days after the notice of such violation, the owner or owners of the Lot upon which such violation exists shall not have taken reasonable steps towards the removal or termination of the same, the Association by its officers or directors shall have the right through its agents and employees to enter upon such Lot and to take such steps as may be necessary to extinguish such Violation and the costs thereof shall be a binding personal obligation of such owner as well as a lien upon the lot in question upon the recording of such with the Office of the Register of Bedford County, Tennessee.

Upon completion of the construction or alteration of any structure in accordance with the plans and specifications approved by the Architectural Control Committee, the Architectural Control Committee shall, upon written request of the owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such structure and the Lot on which such structure is placed and stating that the plans and specifications, location of such structure and the use or uses to be conducted thereon have been approved and that such certificate shall be at the expense of the owner or owners of such Lot. Any certificate of compliance issued in accordance with the provisions of this paragraph shall be prima facie evidence of the facts therein stated and as to any purchaser or encumbrance in good faith and for value or as to any title insurer, such certificate shall be conclusive evidence that all structures on the section and the use or uses described therein comply with all the requirements as to which the Architectural Control Committee exercises any discretionary or interpretive powers.

The Association or any owner of any Lot contained within THE VILLAS OF THE CELEBRATION shall have the right to enforce by any proceeding at law or in equity all conditions, restrictions, covenants, reservations and easements herein or hereinafter contained or otherwise contained in any deed to any Lot in the Subdivision. Failure by any owner to enforce any such proceedings shall in no event be deemed a waiver of the right to do so thereafter.

Should a request from the Committee come from a Committee member, the other members of the Committee shall select a disinterested Lot Owner to take the place of the Committee member making the request.

ARTICLE IX RESTRICTIVE COVENANTS

Section 9.01 Residential Use and Subdivision of a Lot. Lots 1 through 50 inclusive shall not be used except for private residential purposes.

Section 9.02 Prohibited Uses and Nuisances. In order to provide for a congenial occupation of the homes within THE VILLAS AT CELEBRATION, development, the use of the residences shall be in accordance with the following provisions:

- (a) Said property is hereby restricted to residential dwelling for residential use. All buildings or structures erected upon said property shall be of new construction, and no buildings or structures shall be moved from other locations onto said property, and no subsequent buildings or structures other than single family houses shall be constructed. No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any portion of said property at any time as a residence, either temporary or permanently.
- (b) Each lot shall be conveyed as a separately designed and legally described freehold estate subject to the terms, conditions and provisions hereof and all easements, restrictions and covenants set out in the Plat attached hereto as Exhibit "B".
- (c) Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant to maintain, during the period of the sale of said lots, upon such portion of the premises as sole opinion of Declarant, may be reasonably required, convenient or incidental to the sale of said lots, including, but without limitation, a business office, storage area, construction yard, signs, model units and sales office.
- (d) No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said lots, except that a dog, cat or other household pet may be kept, provided that they are not kept, bred or maintained for any commercial purpose.
- (e) No advertising signs (except one of not more than five (5) square feet "for rent" or "for sale" sign per lot), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on said property, nor shall said property be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner of any lot or any resident thereof.

No business activity of any kind whatsoever shall be conducted in any building or in any portion of said property: provided, however, the foregoing covenants shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, of Declarant, its agents and assigns during the development and sales period of lots in THE VILLAS AT CELEBRATION.

- (f) All equipment, garbage cans, service yards, woodpiles or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring streets. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.
- (g) Without prior written approval and the authorization of the Architectural Committee, no exterior television, radio, or other antenna of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the property nor upon any structure situated upon the property other than an aerial for a master antenna system, should any such master system or systems be utilized and require any such exterior antenna. Satellite dishes with a diameter of 24 inches or less may be installed without approval from the committee.
- (h) No action shall at any time be taken by The Association or its Board of Directors, which in any manner would discriminate against an owner or owners in favor of the other owners.
- (i) No recreational vehicles or commercial vehicles, including but limited to boats, boat trailer, house trailers, camping trailers, motorcycles, pickup trucks, or similar type items shall be kept other than in the garage or otherwise screened from the view of neighbors or the streets.
- (j) Grass, weeds, vegetation and debris on each Lot shall be kept mowed and cleared at regular intervals by the VILLAS HOME OWNERS ASSOCIATION thereof so as to maintain the same neat and attractive manner. Trees, shrubs, vines, debris and plants, which die, shall be promptly removed from such lots. Until a residence is constructed on a lot, Developer, at its option and its discretion, may mow and have dead trees and debris removed from such lots and the owner of such lot shall be obligated to reimburse Developer for the cost of such work should he refuse or neglect to comply with the terms of this paragraph.
- (k) No obnoxious or offensive trade or activity shall be carried on upon any lot in the subdivision nor shall anything be done thereon which may be or become an annoyance or nuisance to other owners within THE VILLAS AT CELEBRATION.

(l) No building material of any kind or character shall be placed or stored upon any of said Lots until the owner is ready to commence improvements. Building materials shall not be placed or stored in the street or between the curb and properties lines.

(m) There shall be no violation of any rules which may from time to time be adopted by the Board of Directors and promulgated among the membership by them in writing and the Board of Directors is hereby and elsewhere in the By-Laws authorized to adopt such rules.

ARTICLE X. COMMON EASEMENTS

Section 10.01 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Lots due to unintentional placement or settling or shifting of improvements constructed, reconstructed or altered thereon.

Section 10.02 Easement for Utilities, Etc. Declarant hereby reserves for itself and its designees (including without limitation, the City of Shelbyville, County of Bedford or any utility) blanket easements upon, across, over and under all Commons Area and to the extent shown on any plat over the lots for ingress, egress, installation, replacing, repairing and maintaining cable, television systems, master television antenna systems, security, walkways, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas, and electricity. This reserved easement may be assigned by Declarant by written instrument to the Association, and the Association shall accept the assignment upon such terms and conditions as are acceptable to the Association, the Board shall, upon written request, grant such easements as may be reasonably necessary for the development of the property described on Exhibits A and B.

ARTICLE XI. INSURANCE AND CASUALTY LOSSES

Section 11.01 Insurance. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all insurable improvements on the Common Area (including perimeter fences). The Board shall also obtain a public liability policy covering the Common Area, the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents. The public liability policy shall have at least One Million Dollar (\$1,000,000.00) single person limit as respected bodily injury and property damage, a One Million Dollar (\$1,000,000.00) limit per occurrence, and a One Hundred Thousand Dollar (\$100,000.00) minimum property damage limit.

Premiums for the insurance on the Common Area shall be common expenses of the Association. The policy may contain a reasonable deductible and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost of the improvements. The deductible shall be paid by the party who would be responsible for the repair in the absence of insurance.

Cost of insurance coverage obtained by the Association for the Common Area and other improvements for which the Association is responsible shall be included as an Assessment as defined in Article VII.

The Association's Board of Directors shall make every reasonable effort to secure insurance policies that will provide for the following:

- (i) A waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the owners, and their respective tenants, servants, agents, and guests;
- (ii) A waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;
- (iii) That no policy may be canceled, invalidated or suspended on account of the conduct of any director, officer, or employee of the Association or its duly authorized manager, without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any owner, or mortgagee;
- (iv) That any "other insurance" clause in any policy exclude individual owners policies from consideration; and
- (v) That no policy may be canceled or substantially modified without at least ten (10) days prior written notice to the Association.

In addition to the other insurance required by this Section, the Board shall obtain, as common expense, worker's compensation insurance and to the extent necessary, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall not be determined in the directors' best business judgment, but on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled or substantially modified without at least ten (10) days' prior written notice to the Association.

Section 11.02 Individual Insurance - Repair and Reconstruction. By virtue of taking title to a Lot subject to the terms of this Declaration, each owner covenants and agrees with all other owners and with the Association that each individual owner shall carry blanket all-risk casualty insurance on the lot and structures construed thereon for full replacement cost. In the event of damage or destruction by fire or other casualty, the owner shall, with concurrence of the mortgagee, if any, upon receipt of the insurance portions of the improvements in a workmanlike manner in conformance with the original plans and specifications of the building (including landscaping.) In the event the owner refuses or fails to so repair or rebuild any and all such damage to his improvements in a good workmanlike manner in conformity with the original plans and specifications. The owner shall then repay the Association in the amount actually expended for such repairs, and the Association will have a lien securing the payment of same identical to that provided for in Article VII, securing the payment of said sums expended and subject to the power of sale and foreclosure as set forth in said Article.

The individual owners shall make every reasonable effort to secure insurance policies that will provide for a waiver of subrogation, by the insurer, as to any claims against the Association, other lot owners, and their respective tenants, servants, agents and guests.

The individual owners shall furnish a certificate of insurance to the Association or its manager.

ARTICLE XXII MORTGAGEE'S RIGHTS

Upon request, the Association shall make available to any lot owner and lender, and to any holder, insurer, or guarantor of any first mortgage, current copies of this Declaration, the Bylaws and other rules concerning the affairs and management of THE VILLAS AT CELEBRATION and the books, records, and financial statements of the Association. "available" means available for inspection, upon request, during normal business hours.

Upon request, the Association shall furnish to any holder of a first mortgage a financial statement for the Association's immediately preceding fiscal year.

Upon written request to Association, identifying the name and address of the holder, insurer or guarantor and the unit number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

- (a) Any condemnation or casualty loss that affects either a material portion of the project or the Lot securing its mortgage.
- (b) Any sixty (60) day delinquency in the payment of assessments or charges owned by the owner of any lot securing its mortgage.

- (c) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the owners Association;
- (d) Any proposed act that requires the consent of a specified percentage of mortgage holders.

The consent of at least sixty-seven percent (67%) of the votes and the Declarant, as long as it owns any land subject to this declaration, and the approval of the eligible holders of first mortgages on lots to which at least sixty-seven percent (67%) of the votes subject to a mortgage appertain, shall be required to terminate the Association.

The consent of at least sixty-seven percent (67%) of the votes and the Declarant, as long as it owns any land subject to this declaration, and the approval of eligible holders of first mortgages on lots to which at least fifty one percent (51%) of the votes subject to a mortgage appertain, shall be required to materially amend any provisions of the Declaration, Bylaws, or Charter of Incorporation of the Association, or to add any material provisions thereto, which establish, provide for govern, or regulate any of the following: (i) voting; (ii) assessments, assessment liens, not including a subordination of said lien; (iii) reserves for maintenance, repairs, and replacement of the Common Area; (iv) insurance or fidelity bonds; (v) residential lot; (vi) imposition of any right of first refusal or similar restrictions of provisions included in the Declaration, Bylaws and Charter of Incorporation which are for the express benefit of holders, guarantors or insurers of first mortgages on residential units, which provision do not set out a required number of votes to amend the particular provision.

ARTICLE XIII GENERAL PROVISIONS

Section 13.01 Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by the their respective legal representatives, heirs, successors and assigns, for thirty (30) years from the date this declaration is recorded unless otherwise expressly limited herein, after which time said covenants shall be automatically extended for successive periods of ten (10) years each. Unless specifically prohibited herein, this Declaration may be amended by an instrument signed by owners holding not less than sixty-seven (67%) of the votes of the membership at any time. Any amendment must be properly recorded to be effective and approved by HUD/VA. During the first three (3) years from the date of the recording of this Declaration, any amendment must also be approved by the Declarant.

NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DECLARANT RESERVES THE RIGHT FOR A PERIOD OF THREE (3) YEARS FROM THE DATE HEREOF TO UNILATERALLY AMEND THIS DECLARATION IN WHOLE OR INPART TO CONFORM THIS DECLARATION TO THE REQUIRMENTS OF ANY GOVERNMENTAL AGENCY, FEDERAL, STATE OR LOCAL, AND FOR THE REQUIRENTS OF ANY MORTGAGE LENDER, OR IF IN THE SOLE OPINION OF THE DECLARANT AN AMENDMENT IS REQUIRED TO INSURE THE ORDERLY DEVELOPMENT OF THE PROPERTY.

Section 13.02 Notices. Any notice required to be sent to any Member under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a Member on the record of the Association at the time of such mailing.

Section 13.03 Enforcement. The Declarant, the Association, or any Member, shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violations, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the Association or any Member to enforce any covenant restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement by the Association shall be chargeable to the owner of the lot violating these covenants and restrictions and shall constitute a lien on the Lot collectable in the same manner as assessments hereunder.

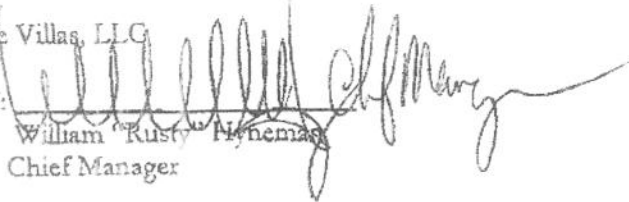
Section 13.04 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the validity of any other provisions, which shall remain in full force and effect.

Section 13.06 Gender, Etc. Whenever in this Declaration the context so requires, the singular number shall include the plural and the converse; and the use of gender shall be deemed to include all genders.

IN WITNESS WHEREOF, the undersigned being the Developer herein, has caused these presents to be signed by the Officer duly authorized so to do the day and year first above written.

The Villas, LLC

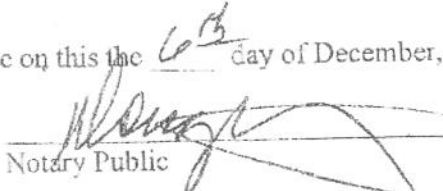
BY:


William "Rusty" Hyneman
Chief Manager

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, DOUGLAS R BEATY, a Notary Public in and for said State and County aforesaid, duly commissioned and qualified, personally appeared William "Rusty" Hyneman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Manager of The Villas, LLC, the within-named bargainor, a Tennessee Limited Liability Company, and that he, as such Chief Manager being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by himself as such Chief Manager.

WITNESS my hand and seal at office on this the 6th day of December, 2006.


Notary Public

My Commission Expires:

4/29/08



Exhibit "A"

DESCRIPTION:

Description of part of The Industrial Development Board of the City of Shelbyville property recorded in Book 180, Page 38 in the Seventh Civil District, Shelbyville, Bedford County, Tennessee:

Beginning at a found rebar at the intersection of the north line of Enden Avenue (50' R.O.W.) and the east line of Lot 16, North Edgemont Heights Subdivision recorded in Deed Book 79, Page 79; thence north 10 degrees 28 minutes 42 seconds east with the east line of said Lot 16 recorded in Deed Book 79, Page 79, 189.42 feet to a set 1/2" rebar with plastic cap in the south line of Lot 2, South Meadow Subdivision recorded in Plat A, Page 210; thence south 81 degrees 30 minutes 05 seconds east with the south line of said subdivision recorded in Plat A, Page 210 and the south line of the Meadowbrook Subdivision, Section IV recorded in Deed Book 110, Page 117, 619.64 feet to a found 1/2" pipe in the west line of Mead Drive (25' from centerline); thence southwardly with the west line of said Mead Drive the following calls: south 08 degrees 56 minutes 15 seconds west, 13.56 feet; south 24 degrees 10 minutes 32 seconds west, 816.76 feet to a set 1/2" rebar with plastic cap in the north line of Gowen Street (25' from centerline); thence westwardly with the north line of said Gowen Street the following calls: north 78 degrees 36 minutes 47 seconds west, 157.98 feet to a point of curvature; along a curve to the right having a radius of 754.76 feet, a delta angle of 10 degrees 01 minutes 06 seconds, a chord bearing of north 73 degrees 36 minutes 14 seconds west, a chord distance of 131.80 feet and on arc distance of 131.97 feet to a point of reverse curve; along a curve to the left having a radius of 1220.00 feet, a delta angle of 06 degrees 17 minutes 34 seconds, a chord bearing of north 71 degrees 44 minutes 29 seconds west, a chord distance of 133.93 feet and on arc distance of 133.99 feet to a set 1/2" rebar with plastic cap in the east line of the Edgemont Heights Subdivision, Addition Revised recorded in Deed Book 72, Page 507; thence north 09 degrees 32 minutes 41 seconds east with the east line of said subdivision recorded in Deed Book 72, Page 507, 150.35 feet to a found 2" pipe in the south line of Edgemont Drive (50' R.O.W.); thence south 80 degrees 29 minutes 53 seconds east with the south line of said Edgemont Drive, 50.02 feet to a found 2" pipe in the east line of said Enden Avenue; thence north 10 degrees 12 minutes 54 seconds east with the east line of said Enden Avenue, 281.37 feet to a found rebar in the south line of the Gary L. Neese and Barbara S. Johnson property recorded in Deed Book 196, Page 541; thence south 79 degrees 51 minutes 22 seconds east with the south line of said property recorded in Deed Book 196, Page 541, 134.99 feet to a set 1/2" rebar with plastic cap in the east line of said property recorded in Deed Book 196, Page 541; thence north 10 degrees 12 minutes 54 seconds east with the east line of said property recorded in Deed Book 196, Page 541, 74.99 feet to a found rebar in the north line of said property recorded in Deed Book 196, Page 541; thence north 79 degrees 51 minutes 22 seconds west with the north line of said property recorded in Deed Book 196, Page 541, 134.99 feet to a found rebar in the east line of said Enden Avenue; thence north 10 degrees 12 minutes 54 seconds east with the east line of said Enden Avenue, 54.92 feet to a found 2" pipe in the north line of said Enden Avenue; thence north 80 degrees 00 minutes 54 seconds west with the north line of said Enden Avenue, 50.15 feet to the point of beginning and containing 8.730 acres of land.

RECEIVED
STATE OF TENNESSEE

2006 DEC -7 AM 10:12

RILEY DARWELL
SECRETARY OF STATE

EXHIBIT "C"

CHARTER OF
THE VILLAS AT CELEBRATION HOMEOWNERS ASSOCIATION, INC.

The undersigned natural person having capacity to contract and acting as the incorporator of a corporation under the Tennessee Nonprofit Corporation Act, adopts the following Charter for such corporation:

1. The name of the corporation is the VILLAS AT CELEBRATION HOMEOWNERS ASSOCIATION, INC (the "Corporation").
2. The Corporation is a mutual benefit corporation.
3. This Corporation is not a religious corporation.
4.
 - a. The street address and zip code of the initial registered office of the Corporation is 8130 Country Village Drive, Suite 101, Cordova, Tennessee 38016.
 - b. The County in which the office is located is Shelby.
 - c. The name of the initial registered agent is Douglas R. Beaty.
5. The name and address of the incorporator is Douglas R. Beaty, whose address is 8130 Country Village Drive, Suite 101, Cordova, Tennessee 38016.
6. The street address and zip code of the principal office of the corporation in the State of Tennessee shall be 6465 Quail Hollow, Suite 103, Memphis, TN 38120.
7. The corporation is not for profit.
8. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject to covenants of record and assessments by the Association, including contract sellers, shall be a member of the Association. In any event there shall be one (1) membership for each of lots 1 through 50 of the said subdivision and one (1) vote per lot, provided THE VILLAS, LLC ("Developer") shall be entitled to five (5) votes per lot. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

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be separated from ownership of any lot which is subject to assessment by the Association.

9. Upon dissolution, the assets of the Corporation will, after 30 days written notice to each Member be dedicated to a corporation or association with similar purposes to this Corporation.

10. Liability of a director to the corporation or its members is limited to the following:

- a. Breach of the directors' duty of loyalty to the Corporation.
- b. Acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law; or
- c. Liability for unlawful distributions as found in Section 48-458-304 of the Tennessee Code Annotated.

11. The purpose or purposes for which the Corporation (hereinafter sometimes the "Association") is organized are;

- a. To provide an entity for the operation, maintenance and preservation of the Common Areas and to insure architectural control and enforce the restrictions of the residences within that certain tract of property in Bedford County, Tennessee, which is owned by the Villas, LLC and being developed as THE VILLAS AT CELEBRATION.
- b. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration" applicable to the property recorded or to be recorded in the Office of the Register, Bedford County, Tennessee, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
- c. To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

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- d. To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association; and
- e. To have and to exercise all powers, rights and privileges which a corporation organized under the provisions relating to corporations not for profit of the Tennessee General Corporation Act, by law may now or hereafter have or exercise.

12. Other Provisions:

- a. The affairs of the Corporation shall be managed by a Board of Directors. The names and addresses of the persons constituting the original Board of Directors who are to serve until the first meeting of the members and until their successors are duly chosen and qualified are as follows:

Name	Address
William R. Hyneman	6465 Quail Hollow Suite 103 Memphis, TN 38120
Caresse Mills	9279 Forest Downs Germantown, TN 38138
Jeanne Hyneman	3296 Pointe South Cove Memphis, TN 38125

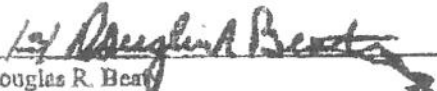
- b. The Association may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.
- c. Amendment of these Articles shall require the assent of seventy-five (75%) of the entire membership.

5896.2472

13. Any indebtedness or liability, direct or Contingent must be authorized by an affirmative vote of a majority of the votes cast by the members of the Board of Directors at a lawfully held meeting. The highest amount of indebtedness or liability, direct or contingent, to which this corporation may be subject at any one time shall not exceed one hundred fifty percent (150%) of its gross income for the previous fiscal year, except that additional amounts may be authorized by an affirmative vote of seventy-five percent (75%) of its members.

14. Notice and quorum requirements shall be in accordance with the provisions of the Association's By-Laws.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Tennessee, I, the undersigned, constituting the incorporator of this Association, have executed this Charter the 6th day of December, 2006.


Douglas R. Beaty
Incorporator

Q:\WYDOCS\BULMAGE\DECLARATIONS OF COVD\ANTIVILLAS AT CELEBRATION CHARTER

5896.2473

EXHIBIT "D"

BY-LAWS OF
THE VILLAS AT CELEBRATION HOMEOWNERS ASSOCIATION, INC.

ARTICLE I.

Section 1. Name. The name of this corporation is THE VILLAS AT CELEBRATION HOMEOWNERS ASSOCIATION, INC. Its principal place of business is 6465 Quail Hollow, Suite 103, Memphis, TN 38120. The corporation may have such other offices within or without the State of Tennessee as the Board of Directors or the members may from time to time designate.

ARTICLE II.

Section 1. Applicability. These By-Laws and each provision thereof Shall be applicable to all lots and members, as defined within the residential subdivision known as THE VILLAS AT CELEBRATION and any other property annexed thereto (the "Subdivision"), all to be shown on a plat or plats to be recorded in the Register's Office for Bedford County, Tennessee.

ARTICLE III.

The following sections of this Article III shall apply to membership in the Association.

Section 1. Eligibility. The owner or owners of a lot, who have become such in compliance with all of the requirements and conditions contained in the Declaration of Covenants, including these By-Laws, shall be entitled to attend and vote at all meetings of the Association. The Declarant shall be considered the owner of each lot that is unsold by it. Ownership of a lot shall be the sole qualification for membership of the Association.

Section 2. Voting Rights. The owner or owners of a lot, shall be entitled to one (1) vote at all meetings of the Association, EXCEPT THE VILLAS, LLC (the "Developer") shall be entitled to five (5) votes per lot. Where two or more persons own a unit, the vote allocated to that unit shall be cast by the one authorized by such two or more owners, and in the event of failure of such authorization, no vote shall be recorded for that lot. Where only one of two or more owners of a lot is present in person at a meeting, such one shall be presumed to be authorized by all owners of said lot and shall be entitled to cast the vote with respect for that lot. Where one person or a group of persons owns more than one lot, such person or group of persons shall be entitled to cast the vote with respect one vote for each lot owned.

Section 3. Lien and Other Rights. The Association shall have a lien on the outstanding memberships in order to secure payment of any sums that may become due from the holders thereof to the Association for any reason whatsoever. In addition, for such time as any sums may be due,

the member who fails to pay such sum shall not be entitled to any rights or privileges appertaining to such membership.

ARTICLE IV.

Section 1. Place of Meeting. Meetings of the membership shall be held at the principal office or place of business of the Association or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

Section 2. Annual Meetings. The annual meeting of the members of the Association shall be held at 7:00 p.m. on the third Monday of March, each year, beginning the year after the first conveyance of common areas to the Association. At such meeting, there shall be elected by the members a Board of Directors in accordance with the requirements of Article V of these By-Laws. The members may also transact such other business of the Association as may properly come before them.

*new
board of
Directors?*
Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by members representing at least twenty-five percent (25%) of the total number of votes outstanding having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice. Developer shall have the right, at any time, to call a special meeting for the purpose of electing new officers and directors to replace the initial officers and directors appointed by the Developer.

Section 4. Notice of Meeting. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member of record, at his address as it appears on such record as his/her last known place of address at least ten (10) days but not more than ninety (90) days prior to such meeting. Service may also be accomplished by the hard delivery of any such notice to the members at his last known address by deposit in the member's box or slot for the United States mail. Notice by either such method shall be considered as notice served. Attendance by a member at any meeting of the members shall be a waiver of notice by him of the time, place and purpose thereof.

Section 5. Quorum. The presence, either in person or by proxy, of member representing at least fifty-one percent (51%) of the total votes entitled to be cast with respect to any question, shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of members. If the number of members at a meeting drops below the quorum and the question of a lack of a quorum is raised, no business may thereafter be transacted.

Section 6. Adjourned Meetings. If any meeting of members cannot be Organized because a quorum has not attended, the members who are present, either in person or by proxy, may, except as otherwise provided by law adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Voting. At every meeting of the members, each of the members shall

have the right to cast his vote on each question. The vote of members representing a fifty-one percent (51%) majority of the total votes entitled to be cast shall decide any question brought before such meeting, unless the question is one upon which, by express provision of a statute or of the Charter, or the Declaration, or of these By-Laws, a different vote is required, in which case such express provision shall govern and control. No members shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association.

Section 8. Proxies. Any member may appoint any other member or the Developer or any other person permitted by law or by these By Laws as his proxy. In no event may any member (except the Developer) cast more than one (1) vote by proxy in addition to his own vote. Any proxy must be in writing and must comply with all requirements imposed by law or by these By-Laws.

Section 9. Whenever the vote of members at a meeting thereof is required or permitted to take any action in accordance with any statute, the Declaration, or these By-Laws, such meeting and vote may be dispensed with if all Members who would have been entitled to vote upon such action consent in writing to such action being taken.

Section 10. Order of Business. The order of business at all regularly scheduled meetings of the members shall be as follows:

- (a) Roll call and certification of proxies
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officer, if any.
- (e) Reports of committees, if any.
- (f) Unfinished Business.
- (g) New business.
- (h) Election or appointment of inspectors of election.
- (i) Election of directors.

In the case of special meeting, items (a) through (d) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meeting.

ARTICLE V.

Section 1. Number and Qualification. The affairs of the Association shall be governed by the Board of Directors composed of not less than two (2) persons, and not more than five (5) persons.

Section 2. Initial Directors. The initial directors shall be appointed by the Developer and need not be members of the Association. The names of the directors who shall act as such from the date upon which the Declaration is recorded in the Register's Office of Bedford County, Tennessee, until the first annual meeting of the members or until such time as their successors are duly chosen and qualified are as follows:

WILLIAM R. HYNEMAN
CARESSE MILLS
JEANNE HYNEMAN

Section 3. Power and Duties. The Board of Directors shall have the Powers and duties necessary for the administration of the affairs at the association and the residential Subdivision and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the members. The powers and duties of the Board of Directors shall include but not be limited to, the following:

To provide for:

- (a) Care and upkeep of the common areas, utilities, irrigation system, identification sign, perimeter fences and any other properties charged to the care of the Association;
- (b) Establishment and collection of assessments and/or carrying charges from the members and for the assessment and/or enforcement of liens therefor in a manner consistent with law and the provisions of these By-Laws and the Declaration;
- (c) Designation, hiring and/or dismissal of the personnel necessary for the good working order of the Subdivision and to provide services for the community in a manner consistent with law and the provisions of these By-Laws and the Declaration;
- (d) Promulgation and enforcement of such rules and regulations and such restrictions or requirements as may be deemed proper respecting the use, occupancy and maintenance of residences in the Subdivision;
- (e) Appointment of an Architectural Control Committee. One or more of the directors may serve on this committee;
- (f) Regulation of traffic and assignment of parking spaces; and
- (g) Cause the exterior of the dwellings to be maintained.

Section 4. Election and Term of Office. The term of the directors named herein and in the Charter shall expire when their successors have been elected at the first annual meeting of members and are duly qualified. At the first annual meeting of the members, the members shall elect the directors, who shall constitute the Board of Directors to serve until the annual meeting. The term of office of each director thereafter shall be for a period of one (1) year or until their successors shall have been elected and hold their first meeting.

Section 5. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the membership shall be filled by vote of the remaining directors, even though they may constitute less than a quorum and each person so elected shall be a director until a successor is elected by the members at the next annual meeting.

Section 6. Compensation. No compensation shall be paid to directors for their services as directors. After the first annual meeting of the members, no remuneration shall be paid to any director who is also a member of the Association for services performed for the Association in any other capacity unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors before the services are undertaken.

Section 7. Organizational. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting provided a majority of the whole Board of Directors shall be present.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of directors. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, telephone or telegraph, at least six (6) days prior to the day named for such meeting.

Section 9. Special Meetings. Regular meetings of the Board of Directors may be called by the President on three (3) days notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the time and place (as hereinabove provided) and purposes of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least one-third (1/3) of the directors.

Section 10. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall be a waiver of notice by him of the time, place and purpose thereof. If all directors are present and remain present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meetings.

Section 11. Quorum. At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business and the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 12. Action Without Meeting. Any action of the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the Minutes of the proceedings of the Board of Directors.

Section 13. Fidelity Bonds. The Board of Directors may require officers and employees of the Association handling or responsible for the Association or trust funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE VI.

Section 1. Designation. The principal officers of the corporation shall be a President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. A director may also serve as an officer. Prior to the first annual meeting of members, the officers of the Association need not be members of the Association. The directors may appoint an Assistant Secretary and an Assistant Treasurer and such other officers as in their judgment may be necessary. The offices of Secretary and Treasurer may be filled by the same person.

Section 2. Election of Officers. The Officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new board and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officer. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors.

Section 4. President. The President shall be the chief executive officer of the Association. In the event he is also a member of the Board of Directors, he shall preside at all meetings of the members and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the Office of President of an Association, including, but not limited to, the power to appoint committees from among the membership from time to time as he may, in his discretion, decides is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of members of the Association. The Secretary shall have charge of the membership transfer books and of such other books and papers as the Board of Directors may direct and shall, in general, perform all the duties incident to the office of Secretary.

Section 6. Treasurer. The Treasurer shall have responsibility for corporate funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VII.

Section 1. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer and director of the Association against any and all expense, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the Board of Directors of the Association) to which he may be made a party of reason of being or having been an officer or director of the Association whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Association shall not be liable to the Members of the Association for any mistake of judgment, negligence or otherwise, except for their own

individual willful misconduct or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, (except to the extent that such officers or directors may also be owners of lots within the subdivision) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Association, or former officer or director of the Association may be entitled.

Section 2. Common Interested Directors. The directors shall exercise their powers and duties in good faith and with a view to the interests of the Association and the community. No contract or other transaction between the Association and one or more of its directors, or between the Association and any corporation, firm or Association (including the developer) in which one or more of the directors of this Association are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because such director or directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose, if either of the conditions specified in any of the following subparagraphs exist:

- (a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes, and the board authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or
- (b) The contract or transaction is commercially reasonable and advantageous to the Association at the time it is authorized, ratified, approved or extended.

Common or interested directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction with the like force and effect as if he were not such director or officer of such other corporation or not so interested.

ARTICLE VIII.

Section 1. Management and Common Expenses. The Association, acting by and through its Board of Directors, shall manage and operate the Association, and for the benefit of the lots and owners thereof, shall enforce the provisions hereof and shall payout of the common expense fund herein elsewhere provided for, the following:

- (a) The cost of such insurance as the Association may effect;
- (b) The cost of providing such legal and accounting services as may be considered necessary to the operation of the Association.

(c) The cost of any and all materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like, which the Association secures in the discretion of the Board of Directors or by the vote of the members shall deem necessary or proper for the preservation of the common areas; and

(d) The cost of the maintenance or repair on any lot in any event such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the common areas or to preserve the appearance or value of the subdivision or is otherwise in the interest of the general welfare of all owners of the lots; provided, however, that no such maintenance or repair shall be undertaken without a resolution by the Board of Directors and not without reasonable written notice to the owner of the lot proposed to be maintained and provided further, that the cost thereof shall be assessed against the lot on which such maintenance or repair is performed and when so assessed, a statement for the amount thereof shall be sent promptly to the then owner of said lot at which time the assessment shall become due and payable and a continuing lien and obligation of said owner in all respects as provided in Article III, section 3, of these By-Laws.

Section 2. Duty to Maintain. Except for maintenance requirements herein imposed upon the Association, the owner of any lot shall, at his own expense maintain the interior and exterior of any improvements on his lot, including all driveways and any and all equipment, and fixtures therein situated, and its other appurtenances in good order, condition and repair and in clean and sanitary condition, and shall do all redecorating, painting and the like which may at any time be necessary to maintain the good appearance of his lot and appurtenances.

Section 3. Right to Enter. For the purpose solely of performing any of the repairs or maintenance required or authorized by these By-Laws, or in the event of a bona fide emergency involving illness or potential danger of life or property, the Association, through its duly authorized agents or employees, shall have the right, after reasonable effort to give notice to the owner or occupant, to enter upon any lot at any hour considered to be reasonable under the circumstances.

ARTICLE IX.

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January every year except for the first fiscal year of the Association, which shall begin at the date of incorporation. The commencement day of the fiscal year herein established shall be subject to change by the Board of Directors should corporate practice subsequently dictate.

Section 2. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the treasurer in accordance with good accounting practice. The same shall include books with detailed accounts, in chronological order, of receipts and, of the expenditures affecting the Subdivision and its administration and shall specify the maintenance and repair expenses incurred. The amount of any assessment required, for payment of any capital expenditures of the Association shall be credited upon the books of the Association to the "paid in-surplus" account as a capital contribution by the members.

Section 3. Reports. The Association shall furnish its members, and the holder of any mortgages requesting same within ninety (90) days from the date of close of each fiscal year, with an annual financial statement, including the income and disbursements of the Association.

Section 4. Inspection of Books. The books and accounts of the Association and vouchers accrediting the entries made thereupon, shall be available for examination by the members of the Association, and/or their duly authorized agents or attorneys, and to the institutional holder of any mortgage on any lot and/or its duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their interests as member.

Section 5. Execution of Association Documents. With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Association by the president and all checks shall be executed on behalf of the Association by such officers, agents or other persons as are from time to time so authorized by the Board of Directors.

Section 6. Seal. There shall be no seal required unless the Board of Directors decides otherwise.

ARTICLE X

Section 1. Amendments. These By-Laws may be amended by the affirmative vote of members representing a majority of all votes entitled to be cast at any meeting of the members duly called for such purpose. Amendments may be proposed by the Board of Directors or by petition signed by members representing at least seventy-five percent (75%) of the total number of votes entitled to be cast, provided, however, such amendment shall require the consent of the Builder **provided Builder remains a member of the Association.** A description of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment is to be voted upon.

ARTICLE XI

Section 1. Notice to Board of Directors. Upon the request of the Board of Directors any owner of any lot in the subdivision who mortgages such lot shall provide the Board of Directors with the name and address of his mortgagee and, if requested so to do, shall file a conformed copy of such mortgage with the Board of Directors. The Board of Directors shall maintain suitable records pertaining to such mortgages.

Section 2. Definition. As used in this Article, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgages and the term "mortgage" shall include a deed of trust. As used generally in these By-Laws, the term "institutional holder" or "institutional mortgagee" shall include banks, trust companies, insurance companies, savings and loan associations, pension funds and any corporation, including a corporation of, or affiliated with, the United States government, or any agency thereof.

ARTICLE XII

Section 1. Notices. Unless another type of notice is herein elsewhere specifically provided for, any and all notices called for in the Declaration or these By-Laws shall be given in writing.

Section 2. Severability. In the event any provision or provisions of these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

Section 3. Waiver. No restriction, condition, obligation or provision of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 4. Captions. The captions contained in these By-Laws are for convenience only and are not a part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

Section 5. Gender Etc. Whenever in these By-Laws the context so requires, the singular number shall include the plural and the converse and the use of any gender shall be deemed to include all genders.

Section 6. Conflicts. These By-Laws are subordinate to all provisions of the Declaration. All of the terms herein except where clearly repugnant to the context, shall have the same meaning as in the Declaration or the aforesaid statutes. In the event of any conflict between these By-Laws and the Declaration, the provisions of the Declaration shall control, and in the event of any conflict between the aforesaid Declaration and any of the laws of the State of Tennessee, the provisions of the state law shall control.