

This instrument prepared by:
Murfree, Cope, Hudson & Scarlett, Attorneys
Murfreesboro, Tennessee
From information furnished by the parties.

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

Jennifer M Gerhart, Register
Rutherford County Tennessee
Rec #: 222685 Instrument 1018908
Rec'd: 40.00 NBK: 57 Pg 296
State: 0.00
Clerk: 0.00
EDP: 2.00 8/17/2000 at 10:36 am
Total: 42.00 in Record Book
20 Pages 404-413

**RESTRICTIVE COVENANTS APPLYING TO WELLINGTON PLACE
CITY OF MURFREESBORO, THIRTEENTH CIVIL DISTRICT
RUTHERFORD COUNTY, TENNESSEE**

The undersigned, W. L. HUNTER, JR., being the owner of all lots in that subdivision known as **WELLINGTON PLACE**, according to survey and plat of same appearing of record in Plat Book 22, page 100, of the Register's office of Rutherford County, Tennessee, to which plat reference is here made, does hereby agree and bind himself, his successors and assigns, that the following restrictions, limitations and covenants shall be binding on all purchasers of said lots in said subdivision as hereinafter set forth:

1. Each lot has or shall be subdivided by the owner and/or developer of said lots into two "zero" lot line or ^{delete} (patio home) lots designated as "A" (or "Left") and "B" (or "Right") (each "zero" lot line or patio home lot is referred to herein as "lot").

2. As platted, or to be platted, no lot shall be used for any purpose except for the construction and maintenance of a single residential building, and no such residential structure shall be designed, constructed or used for more than two families. After subdivision into two "zero" lot line or patio home lots, each subdivided lot shall contain a maximum of one single family structure.

3. Except as hereinafter set forth, no lot shall be subdivided, but shall remain as shown on the recorded plat. A slight variance in the property lines may be made by adjacent owners, but not for the purpose of subdivision into more lots.

4. No noxious or offensive operations shall be conducted or maintained on any lot and nothing shall be done on any lot which may constitute an annoyance or nuisance to the neighborhood. No poultry of any kind or description shall be allowed or maintained on any lot at any time for any purpose. No animals or livestock of any kind shall be allowed or maintained on any lot, except that dogs, cats, or other household pets may be kept and housed inside the single family residences, provided that they are not kept for commercial

purposes and are not of such size or number to create a nuisance or annoyance to the neighborhood.

5. No trailer, basement house, tent, garage, barn or other outbuilding shall be erected or used as either a temporary or permanent residence.

6. No building shall be constructed or maintained on any lot closer to the street than the setback line as shown on the recorded plat; provided, however, unclosed porches, either covered or uncovered, bay windows, steps, or terraces shall be permitted to extend across setback lines; provided, further, however, that the main structure does not violate the setback line.

7. On all lots, no outbuildings shall be constructed. Any fence to be erected on any lot shall require prior written approval of the Architectural Review Committee. On all lots, except corner lots, no fence shall be permitted between the front building or setback line and the street. On all corner lots, no fence shall be permitted between either the building or setback line and either street. After full development and construction of homes on all of the lots, the Architectural Review Committee to be established as set forth below, shall have the right to permit fences contrary as set forth in this section.

However, the use of hedges, shrubbery or evergreens as a fence, or in lieu of a fence, and extending to the front or sides of any lot is permitted, provided, however, such hedges, shrubbery or evergreens shall not be permitted to be in excess of forty-two (42) inches in height.

8. Each co-owner shall be responsible for safe, clean and attractive maintenance of all lands, buildings, improvements, and landscaped areas on any lot; and all lots must be kept clear and clean of all litter. No material or lumber shall be left on any lot except during actual construction of the dwelling. No inoperable or junk automobiles shall be parked on any lot in said subdivision. All motor vehicles, including campers, motor homes, boats and other recreational vehicles and equipment must be stored or otherwise parked off-street at all times. No basketball goals or other sports equipment may be located on property without the approval of the Homeowners' Association. No newspaper containers are permitted.

9. A. After commencement of the development and construction of homes in the subdivision, W. L. Hunter, Jr., as owner/developer of the subdivision, or his attorney,

STORAGE Bldg.s
REFER TO
AMENDMENT
Pg. 47 2020

shall establish a Homeowners' Association, to be a Tennessee non-profit corporation (The Association), for the purpose of establishing rules, regulations, and having the absolute authority for insuring and providing for the proper maintenance of the yards and other landscaping surrounding the dwelling units constructed on each lot, maintaining the sign for said development, and any other matter permitted by law or the by-laws of said Association.

B. The Association, through its Board of Directors, shall have the power and authority to periodically require monetary payments from lot owners which shall be used to provide for such purposes as the Board of Directors shall determine to be for the benefit of the development (also referred to herein as an "imposition"). The Board of Directors shall have the ability to collect said monetary payments at times which, in their sole opinion, they deem appropriate. In addition, the Board shall have broad authority to collect said monetary payments for any lawful purpose; provided, however, that monetary payments collected are to be used for the benefit of the Development. The Board of Directors of the Association shall have the power and authority to determine the method of payment as deemed necessary or appropriate by the Board of Directors.

Each owner of any Lot shall, by its acceptance of a deed thereof, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and conditions of this declaration and promises to pay to the Association any and all monetary amounts, without limitation, it may impose or require from time to time. All monetary payments owed, together with interest thereon and the costs of collection thereof, shall be a continuing lien upon the Lot against which such imposition is levied as of the effective date of each such imposition. If any amount owed hereunder is not paid when due, then such amount shall be delinquent and shall accrue interest thereon at the highest rate then permissible under the laws of the State of Tennessee commencing upon the due date. If such amount is not paid within thirty (30) days after the due date, then the Association may bring an action at law against the Owner personally, and/or at its option, foreclose the lien against the Lot by court action or trustee sale and there shall be added to the amount previously owed, all reasonable attorney's fees and costs incurred by the Association in any such action.

C. Any rules, etc. so established by the association shall be binding upon all purchasers of lots in the subdivision, their heirs, successors and assigns. Every person who

DELETE
SEE AMENDMENT
Pg. 47 2020

is an owner of record of a fee interest in any lot which is included in the development shall be a member of the association. Membership in the association is appurtenant to and may not be separated from ownership of any lot. Each lot owner(s) shall be entitled to cast one vote for each lot owned by such Member. When two or more persons hold an interest (other than a leasehold or security interest) in a Lot, all such persons shall be members, but the votes attributable to such Lot shall be exercised by one of such persons as proxy and nominee for all such members and in no event shall more than one vote be attributed to one Lot. The owner/developer shall remain in control of said association, shall cast all votes, and shall appoint the initial Board of Directors, until all single family residential units have been completed and sold, at which time the owner/developer shall establish a time and place for the first meeting of all members of said Association. The power and authority of the association shall be vested in a Board of Directors to consist of not less than three (3) members, as more specifically set out in the by-laws of said association; provided, however, that the person organizing said association shall appoint the initial Board of Directors who shall serve until such time as their successors are elected by majority vote of the members of the association.

D. The Association is authorized to enforce the provisions of this restriction (Paragraph 9) against any individual lot owner in said subdivision by proceedings at law or in equity against any person or persons violating or attempting to violate its provisions, including the failure by such person or persons to pay any monetary amount owed as permitted by this restriction. In the event litigation is implemented for the enforcement of this restriction or for the collection of any monetary amount owed or imposition, of whatsoever kind, without limitation, due hereunder, the Association shall be entitled to recover all costs of collection, and late fees, including its reasonable attorney's fees.

10. The owner/developer of this subdivision, or his assigns, or other lot owners, are reserved the right to enter upon any lot for the purpose of cutting grass and cleaning up such lot if the same reasonably requires, charging the expense thereof to the owner thereof, which shall become a lien upon the lot upon recordation of notice thereof in the Rutherford County Register's Office.

11. Owners of lots in the subdivision shall submit any and all plans and specifications for any and all improvements to be placed or erected on said Lots to an

REFER TO
AMENDMENT
Pg. 47
2020

Architectural Review Committee for approval. No improvements shall be erected, constructed, placed, maintained, or permitted to remain on any lot until the plans therefore shall have been submitted to the Architectural Review Committee and approval received from said Committee in writing. The Architectural Review Committee shall have the authority, in its sole discretion, to determine whether or not such proposed improvements, and all features thereof, are acceptable to the Committee and are compatible with other improvements in the development. The Architectural Review Committee shall consist of three natural persons who shall initially be appointed by the Developer. The initial Architectural Review Committee shall consist of W. L. Hunter, Jr., Marilyn Newsome, and Patty Marschel. In the event any of these members is unable to serve for any reason whatsoever, then a successor shall be appointed by the remaining members. Approval shall require the unanimous vote of the members of the Architectural Review Committee. At such time as all lots in the development are sold, and power and authority of the Association has thereby vested in its members, the Architectural Review Committee shall be appointed and removed by the Board of Directors of said Association.

12. No detached garage or other accessory building shall be allowed on any lot except as approved by the unanimous consent of the members of the Architectural Review Committee.

13. No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one square foot; one sign of not more than five square feet advertising the property for sale or rent; or signs used by a builder to advertise the property during the construction and sale period.

14. Certain lots in the development, including, but not limited to lots 1, 7, 8, 9, 13, 14, 15, 16, 35, 36, 37, 38, and 42 adjoin and abut Northfield Boulevard, in whole or in part, on their Northerly side, as shown on plat of same. The owner/developer expects to create various and appropriate landscapes, thereby establishing a natural boundary between the development and Northfield Boulevard. Said landscapes may consist of, but shall not be limited to, artificially created mounds or berms, and live vegetation of any sort, including trees, grass, flowers, and shrubs. Although said mounds, berms, and/or live vegetation may be physically located within the boundaries of a lot(s), the owner/developer retains unto himself and the Association, a perpetual easement for ingress, egress, and maintenance, in,

SEE
AMENDMENT
Pg. 47
2020

over, on, and through said lot(s), for the purpose of watering, creating, planting, and otherwise maintaining said mounds, berms, and/or vegetation or for any other purpose reasonably necessary for upkeep.

15. A chain link fence shall be erected around the entire rear and side perimeters of the development. No lot owner shall alter, damage, remove, or otherwise disturb said chain link fence. This covenant shall remain in full force and effect despite that all or portions of said fence may be within the boundaries of an owner's lot. *Asp Law*

16. All utility lines and services in the subdivision shall be underground.

17. No antenna, dish or other device for the transmission or reception for television signals, radio signals or any form of electromagnetic radiation shall be erected, used, or maintained outdoors on any portion of any lot, unit or building, without prior written approval of the Architectural Review Committee.

18. Each building owner shall obtain, at his sole expense, fire and extended coverage insurance from an insurance carrier qualified to do business in the State of Tennessee, to the extent of the full replacement value, minus ordinary deductions, of all insurable improvements included within his building, insuring against damage or destruction by fire or other hazard. The cost of such insurance shall be the sole responsibility of each owner.

In the event of damage, or destruction by fire or other casualty to any unit, building or other property which is required to be covered by insurance obtained by an individual owner, such owner shall as soon as practicable rebuild or repair the damaged or destroyed portions of such property in a good and workmanlike manner in conformance with the original plans and specifications for the same.

19. For the purposes of these covenants, any wall which shall be built as a part of the original construction of any home in the subdivision and shall be placed upon the dividing line between any two lots therein shall constitute a "party wall" and shall meet all requirements of any involved regulatory authority. The following provisions shall apply thereto:

A. To the extent not inconsistent with the provisions of these covenants, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply.

B. The cost of reasonable repair and maintenance of the party wall shall be shared by the owners who make use of said party wall in proportion to such use.

C. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owner or owners thereafter make use of said party wall, they shall contribute to the cost of restoration thereof in proportion of such use, without prejudice, however, to the right of any such owner or owners to call for a larger contribution from one or more of the other owners under any rule of law regarding liability for negligence or willful acts of omissions. If any party wall user desires that an adjoining unit be rebuilt or restored, all such party wall users agree to such rebuilding or restoration to the structure's original condition. If the structure is not so restored to its original condition, the structure will be leveled and the lot restored to its natural condition.

D. Notwithstanding any other provision of these covenants, any owner who by his negligent or willful act or omission causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

E. The right of any owner to contribution from any other owner under these covenants shall be appurtenant to the land and shall pass to each such owner's successors in title.

F. Each lot in the subdivision shall be subject to a maintenance easement of reasonable width to permit the owner or owners of the adjoining lot who utilize a party wall to properly and adequately repair and maintain said wall; provided, however, that any such adjoining property owner shall not cause damage to his neighbor as a result of the performance of any such maintenance or repair, shall repair or have repaired any damage so caused, and shall not unreasonably interfere with the use, occupancy or enjoyment by his neighbor of his residence or property in the course of such maintenance or repair.

20. The house built on the lots described herein may have certain eaves, roof overhangs, siding, and other building materials and structures which may be attached to the walls and roof of such house, and which may encroach over or extend into the air space, improvements, fixtures and/or real property located on an adjoining or contiguous lot (herein collectively referred to as "Encroachment"). Accordingly, the owner/developer hereby reserves unto itself and its successors in title, including each owner of a house with one or

more such Encroachments, a perpetual easement between contiguous or adjoining lots to permit the erection, construction, maintenance, replacement, and repair of each such Encroachment on each such adjoining or contiguous lot. The Easements reserved herein shall run with the title to each of the units.

21. There is hereby granted a blanket easement upon, across, over, and under all lots and/or buildings located within Wellington Place, for ingress, egress, installing, replacing, repairing and maintaining master television antenna systems, security and similar systems, surface water drainage facilities, and all utilities, including, but not limited to, water, gas, sewers, telephones and electricity, as well as for the reading of all utility meters pertaining to each unit.

ADD LANGUAGE Pg. 411 2021

22. Every portion of a unit or building which contributes to the structural support of another unit or building shall be burdened with an easement for structural support, and each unit or building shall also have the right to lateral support which shall be appurtenant to and pass with the title of such unit or building.

23. The owner/developer hereby reserves unto himself, his successors and assigns, the following easements and rights-of-way, in, on, over, under and through all lots, and each unit or building located thereon, for so long as owner/developer owns any lot, unit or building primarily for the purpose of sale;

A. For the installation, construction and maintenance of conduits, lines, and necessary or proper attachments in connection with the transmission of electricity, gas, water, telephone, community antenna, television cables and other utilities;

B. For the construction of buildings and related improvements;

C. For the installation, construction and maintenance of storm water drains, public and private sewers, and any other public or quasi-public utility facility;

D. For the use of any sales office, model units or buildings, and parking spaces in connection with its efforts to market units or buildings;

E. For the maintenance of such other facilities and equipment as in the sole discretion of owner/developer may be reasonably required, convenient or incidental to the completion, improvement and sale of units.

24. If any of the provisions of this instrument are at any time declared void or inoperative by any court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall not be otherwise affected thereby.

25. These protective covenants shall be enforced by any individual lot owner in said subdivision by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain the violation or to recover damages.

26. No restrictions, condition, obligation or provisions contained in this instrument shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

27. These restrictions, limitations, covenants, easements, and development standards ("covenants" hereinafter and throughout) are to run with the land and shall be binding upon the owner of each lot and all persons claiming under it for a period of twenty-five (25) years after date, and thereafter, shall be renewed and reinstated for successive periods of ten (10) years each. These covenants may be amended unilaterally at any time and from time to time by owner/developer: (i) if and to the extent such amendment is necessary to bring any provisions hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict herewith; (ii) if and to the extent such amendment is necessary to tenable any reputable title insurance company to issue title insurance coverage with respect to any lot, unit, or building subject to these covenants; (iii) if and to the extent such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association for the Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the lot, units, or buildings subject to these covenants; and/or (iv) if and to the extent such amendment is necessary to enable any governmental agency, such as the Veterans Administration, or reputable private mortgage insurance company, to insure mortgage loans on the lots, units or buildings subject to these covenants; provided, however, that any such amendment shall not materially and adversely affect the marketability of the title to any owner's lot, unit or building, unless any such owner so affected thereby shall consent thereto in writing. These covenants may be amended at any time, and from time to time, by requisite vote of the Association as provided

in said Association's by-laws, it being understood, however, that the Owner shall remain in control of said Association under the provisions of Paragraph 9(C) of these Covenants and shall, thusly, have the authority to amend these Covenants consistent therewith. No amendment to the provisions of these covenants shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any security deed encumbering any lot, unit, or building affected thereby unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the instrument evidencing the same has been filed for recording in the office of the Register for Rutherford County, Tennessee. The written consent thereto of any security deed holder affected thereby shall also be filed with such amendment. Every purchaser or grantee of any interest in any real property now or hereafter subject to these covenants, by acceptance of a deed or other conveyance therefor, thereby agrees that these covenants may be amended as provided in this paragraph.

28. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to all persons, whether corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

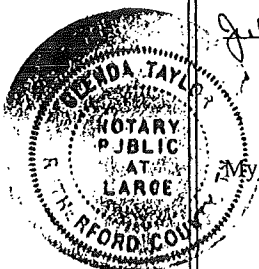
IN WITNESS WHEREOF, the undersigned owners of said Wellington Place has caused this instrument to be executed on this the 14th day of July, 2000.

W. L. Hunter, Jr.
W. L. HUNTER, JR.

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, the within named W. L. HUNTER, JR., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument (RESTRICTIVE COVENANTS) for the purposes therein contained.

WITNESS MY HAND and official seal at my office on this the 14th day of July, 2000.



My commission expires: 7.3.2003

Brenda Taylor
Notary Public

AMENDMENT AND SUPPLEMENTARY DECLARATION OF
RESTRICTIVE COVENANTS APPLYING TO
WELLINGTON PLACE

THIS INSTRUMENT PREPARED BY
MURFREY, COPE, HUDSON & SCARLETT, ATTORNEYS
MURFREESBORO, TENNESSEE
From information furnished by the parties

According to Paragraphs 9(C) and 27 of the Declaration of Restrictive Covenants Applying to Wellington Place, City of Murfreesboro, Thirteenth Civil District, Rutherford County, Tennessee, dated July 14, 2000, and of record in Record Book 20, Page 404, in the Register's Office of Rutherford County, Tennessee, the restrictive covenants may be amended at any time, and from time to time, by the owner/developer until all single family residential units have been completed and sold.

The undersigned owner/developer, W.L. HUNTER, Jr., does hereby amend the restrictive covenants applying to Wellington Place as recorded in Record Book 20, page 404, of said Register's Office, as follows:

I.

The following new and additional paragraph 29 shall be added as follows:

"29. These restrictive covenants shall apply only to Wellington Place - Phase I, as shown on plat of record in Plat Book 22, page 100, in the Office of the Rutherford County Register of Deeds. These restriction shall specifically not apply to Wellington Place - Phase II, as shown on plat of record in Plat Book 23, page 81 in the Office of the Rutherford County Register of Deeds."

II.

Paragraphs 1 and 2 shall be amended by deleting the words "patio home" as used therein.

III.

Paragraph 2 shall be amended by adding the following sentence to the end of Paragraph 2:

"There may be erected on each subdivided lot either attached or detached single family structures."

IV.

Paragraph 5 shall be deleted in its entirety and replaced with the following paragraph 5:

"5. No trailer, basement house, tent, garage, barn or other outbuilding shall be erected or used as either a temporary or permanent residence. Storage buildings may be erected only upon prior written approval of the architectural review committee."

V.

Paragraph 8 shall be amended by deleting the second sentence in its entirety which reads as follows: "No material or lumber shall be left on any lot except during actual construction of the dwelling."

All remaining provisions of Paragraph 8 shall remain unchanged and in full force and effect.

VI.

Paragraph 9 A. shall be amended by adding the following paragraph to the end of paragraph 9 A.:

"In the event detached single family residences are built on lots in Wellington Place - Phase I, the Association shall not be charged with maintenance of the lawns of said residences, unless the owners of said detached single family residences elect, at their option, to have the Association maintain their lawns, which shall be at the expense of the owner of the residence, said expense being equal to all costs, plus ten percent (10%)."

VII.

The first paragraph of Paragraph 9 B. shall be deleted in its entirety and replaced with the following:

"B. The Association, through its Board of Directors, shall have the power and authority to periodically require monetary payments from lot owners which shall be used to provide for such purposes as the Board of Directors shall determine to be for the benefit of the development (also referred to herein as an "imposition"). The Board of Directors shall collect the monetary payments due hereunder on a quarterly basis with payments being collected in advance of each quarter. In addition, the Board shall have the authority to collect said monetary payments for any lawful purpose; provided, however, that monetary payments collected are to be used for the benefit of the development. The Board of Directors shall have the power and authority to determine the method of payment as deemed necessary or appropriate by the Board of Directors."

The second paragraph of Paragraph 9 B. shall remain unchanged and in full force and effect.

VIII.

Paragraph 11 shall be deleted in its entirety and replaced with the following:

"11. Owners of lots in the subdivision shall submit any and all plans and specifications for any and all improvements to be placed or erected on said Lots to an Architectural Review Committee for approval. No improvements shall be erected, constructed, placed, maintained, or permitted to remain on any lot until the plans therefore shall have been submitted to the Architectural Review Committee and approval received from said committee in writing. The Architectural Review Committee shall have the authority, in its sole discretion, to determine whether or not such proposed improvements, and all features thereof, are acceptable to the Committee and are compatible with other improvements in the development. The Architectural Review Committee shall consist of three natural persons who shall initially be appointed by the Developer. The initial Architectural Review Committee shall consist of Denny Hastings, Shane Hastings, and Ashley Segroves. In the event any of these members is unable to serve for any reason, Denny Hastings shall appoint a

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successor member. This committee of three shall serve as the Architectural Review Committee until such time as all lots in Wellington Place are developed and sold, at which time the Board of Directors shall appoint and remove members of the said Architectural Review Committee."

IX.

Paragraph 14 shall be deleted in its entirety and replaced with the following:

"14. Certain lots in the development may adjoin and abut Northfield Boulevard, in whole or in part, on their Northerly side. The owner/developer expects to create various and appropriate landscapes, thereby establishing a natural boundary between the development and Northfield Boulevard. Said landscapes may consist of, but shall not be limited to, artificially created mounds or berms, and live vegetation of any sort, including trees, grass, flowers, and shrubs. Although the said mounds, berms, and/or live vegetation may be physically located within the boundaries of a lot(s), the owner/developer retains unto himself and the Association, a perpetual easement for ingress, egress, and maintenance, in, over, on, and through said lot(s), for the purpose of watering, creating, planting, and otherwise maintaining said mounds, berms, and/or vegetation or for any other purpose reasonably necessary for upkeep. On all lots where detached single family residential dwellings are erected, it shall be the responsibility of the individual lot owner to maintain the berms, mounds, and/or live vegetation. In the event a lot owner on which a detached single family residential dwelling is located fails to maintain the berms, mounds, and/or live vegetation referred to in this paragraph, the Association shall have the right to enter onto said lot for the purpose of maintenance of the said berms, mounds, and/or live vegetation and the lot owner shall be responsible to the Association for all costs associated therewith, plus ten percent (10%)."

X.

Paragraph 15 shall be amended by adding the following sentence to the end of Paragraph 15:

"Each lot owner shall be responsible for maintenance of the portion of the said fence located on the lot owner's lot. In the event a lot owner fails to maintain the portion of the said fence located on the lot owner's lot, the Association shall have the right to enter onto said lot for the purpose of maintaining said fence and the lot owner shall be responsible to the Association for all costs associated therewith plus ten percent (10%)."

XI.

Paragraph 21 shall be amended by adding the following clause to the end of Paragraph 21:

", as well as for general construction of any sort."

IN WITNESS WHEREOF, the undersigned has set his hand this 14th day
of February, 2001.

W.L. Hunter, Jr.
W.L. HUNTER, Jr.

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

Personally appeared before me, the undersigned authority, a Notary Public
in and for the State and County aforesaid, the within named W.L. Hunter, Jr.,
with whom I am personally acquainted (or proved to me on the basis of
satisfactory evidence), and who acknowledged that he executed the within
instrument (Amendment to Restrictive Covenants) for the purpose therein
contained.

WITNESS MY HAND and official seal at my office on this 14th day of
February, 2001.

John A. McCreary
Notary Public

My Commission Expires: 9-22-02

Jennifer M Gerhart, Register
Rutherford County Tennessee
Rec #: 248530 Instrument 1045350
Rec'd: 16.00 NBK: 59 Pg 112
State: 0.00
Clerk: 0.00 Recorded
EDP: 2.00 2/22/2001 at 8:35 am
Total: 18.00 in Record Book
47 Pages 2019-2022

This Instrument Prepared by:
Murfree, Cope, Hudson & Scarlett, Attorneys
Murfreesboro, Tennessee
From Information Furnished by the Parties.

SUPPLEMENT TO RESTRICTIVE COVENANTS
APPLYING TO WELLINGTON PLACE, CITY OF MURFREESBORO,
THIRTEENTH CIVIL DISTRICT
RUTHERFORD COUNTY, TENNESSEE

The undersigned Declarant, W.L. HUNTER, JR., desiring to supplement and clarify application of the Restrictive Covenants applying to Wellington Place, City of Murfreesboro, Thirteenth Civil District, Rutherford County, Tennessee of record in Record Book 20, page 404 in the Register's Office for Rutherford County, Tennessee, as amended and supplemented by an Amendment and Supplementary Declaration of Restrictive Covenants Applying to Wellington Place in Record Book 47, page 2019 in the Register's Office for Rutherford County, Tennessee and to clarify that the said restrictive covenants apply to certain lots in Wellington Place, Phase II, as shown on Plat of Record in Plat Book 23, page 81 in the Register's Office for Rutherford County, Tennessee by virtue of reference to the Restrictive Covenants applying to Wellington Place, as amended, in the deeds to said lots.

NOW, THEREFORE, in consideration of the foregoing and the mutual benefits accruing to the parties and the property, it is agreed that:

1. This supplement is being made to the Restrictive Covenants applying to Wellington Place of record in Record Book 20, page 404, in the Register's Office of Rutherford County, Tennessee, as amended by Amendment and Supplementary Declaration of Restrictive Covenants Applying to Wellington Place of record in Record Book 47, page 2019 in the Register's Office for Rutherford County, Tennessee for the purpose of clarifying and reflecting application of the said Restrictive Covenants, as amended and supplemented, to lots within Wellington Place - Phase II, as shown on the plat of record for Wellington Place - Phase II in Plat Book 23, page 81, and resubdivision plats of various lots, all in the Register's Office for Rutherford County, Tennessee.

2. By virtue of reference to the Restrictive Covenants for Wellington Place located of record in Record Book 20, page 404, as supplemented and amended by amendment and supplement of record in Record Book 47, page 2019, in the Register's Office for Rutherford County, Tennessee, the following lots have been and hereby are subject to the said Restrictive Covenants for Wellington Place, as supplemented and amended:

Lot 4L in Record Book 85, page 2884

Lot 4R in Record Book 78, page 2274

Lot 5L in Record Book 64, page 1403, corrected in Record Book 90,
page 90, 2115

Lot 5R in Record Book 66, page 1577, corrected in Record Book 90,
page 2093

Lot 6L in Record Book 68, page 123, corrected in Record Book 90,
page 2099

Lot 6R in Record Book 78, page 427

Lot 7L in Record Book 85, page 2145

Lot 7R in Record Book 90, page 2087

Lot 8L in Record Book 84, page 1282

Lot 8R in Record Book 102, page 162

Lot 9L in Record Book 176, page 1890

Lot 9R in Record Book 100, page 2995

Lot 10L in Record Book 171, page 1533

Lot 11L in Record Book 88, page 441

Lot 11R in Record Book 78, page 2103

Lot 12L in Record Book 78, page 2125

Lot 12R in Record Book 75, page 2646

Lot 13L in Record Book 154, page 2177

Lot 13R in Record Book 222, page 747

Lot 14L in Record Book 179, page 1382, corrected in Record Book 180,
page 1972

Lot 14R in Record Book 199, page 252

Lot 15L in Record Book 142, page 2245

Lot 15R in Record Book 163, page 736

Lot 16L in Record Book 87, page 1868

Lot 16R in Record Book 90, page 803

Lot 17L in Record Book 161, page 727

Lot 17R in Record Book 216, page 60

Lot 18L in Record Book 233, page 1394

Lot 18R in Record Book 199, page 2548

Lot 19L in Record Book 113, page 2086

Lot 19R in Record Book 226, page 2872

Lot 20L in Record Book 112, page 1622

Lot 20R in Record Book 112, page 2708

Lot 21L in Record Book 216, page 31

Lot 22L in Record Book 183, page 1853

Lot 22R in Record Book 99, page 2743

Lot 23L in Record Book 105, page 1450

Lot 23R in Record Book 147, page 2396

Lot 24L in Record Book 154, page 1325

Lot 24R in Record Book 140, page 1009

Lot 25L in Record Book 118, page 231

Lot 25R in Record Book 89, page 450

Lot 29L in Record Book 93, page 729

Lot 29R in Record Book 153, page 2366

Lot 30L in Record Book 90, page 34

Lot 30R in Record Book 113, page 2964

Lot 31L in Record Book 93, page 2129

Lot 31R in Record Book 138, page 2492

Lot 32L in Record Book 164, page 276

Record Book
241 Ps 1658

Record Book
241 Pg 1659

Lot 32R in Record Book 175, page 907
Lot 33L in Record Book 137, page 1190
Lot 33R (a/k/a 33B) in Record Book 125, page 1986
Lot 34L in Record Book 142, page 1176
Lot 34R in Record Book 132, page 2860
Lot 35L in Record Book 89, page 2348
Lot 35R in Record Book 165, page 876
Lot 36L in Record Book 154, page 2193
Lot 36R in Record Book 106, page 1758
Lot 37L in Record Book 211, page 1863
Lot 37R in Record Book 161, page 2896
Lot 38L in Record Book 179, page 1357
Lot 38R in Record Book 234, page 1328
Lot 39L in Record Book 105, page 1474

Jennifer M Gerhart, Register
Rutherford County Tennessee
Rec'd: 332585 Instrument 1182697
State: 15.00 NBK: 68 Pg 613
Clerk: 0.00
EDP: 0.00
Total: 2.00
Recorded
3/17/2003 at 2:39 PM
in Record Book
241 Pages 1657-1659

The Restrictive Covenants for Wellington Place also apply to all lots in Wellington Place - Phase I, as well as any lots in Wellington Place - Phase II subjected to the said restrictive covenants by reference in the respective deeds to the individual lots.

3. All lot owners of the lots herein identified are and shall be members of the Wellington Place Homeowners' Association and shall have all the rights and privileges of the same and shall be subject to all Assessments, fees and duties of the Homeowners' Association.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand this 14 day of March, 2003.

W. L. Hunter, Jr.
W.L. HUNTER, JR.

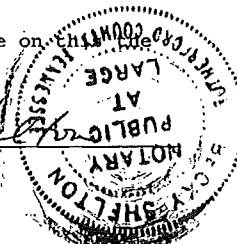
STATE OF TENNESSEE
COUNTY OF RUTHERFORD

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, W.L. HUNTER, JR., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND and official seal at my office on this 14 day of March, 2003.

Bucky Sheehan
Notary Public

My commission expires: 2/20/2005



FILED

1975 DEC 18:29

SECRETARY OF STATE

404.3 1373

Record Book
29 Pg 2090

CHARTER

OF

WELLINGTON PLACE HOMEOWNERS' ASSOCIATION, INC.

In compliance with the requirements of Section 48-52-102 of the Tennessee Non-Profit Corporation Act, the undersigned, a resident of Rutherford County, Tennessee, adopts the following charter for the above listed corporation:

I.

The name of the corporation is WELLINGTON PLACE HOMEOWNERS' ASSOCIATION, INC.

II.

The corporation is a mutual benefit corporation.

III.

The corporation is not a religious corporation.

IV.

(a) The complete address of the corporation's initial registered office in Tennessee is 1522 Georgetown Court, Murfreesboro, Tennessee, Rutherford County, Tennessee 37129.

(b) The name of the initial registered agent, to be located at the address listed in IV(a) is W.L. Hunter, Jr.

V.

The name and complete address of the incorporator is Josh McCreary, P. O. Box 884, 16 Public Square North, Murfreesboro, Tennessee 37130.

VI.

The complete address of the corporation's principal office is 1522 Georgetown Court, Murfreesboro, Tennessee 37129.

VII.

This corporation is a non-profit corporation.

VIII.

This corporation will have members.

IX.

Upon dissolution of the corporation, other than incident to a merger or consolidation, the assets of the corporation shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this corporation was created.

In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

X.

OTHER PROVISIONS

A. PURPOSE AND POWERS OF THE ASSOCIATION: The Wellington Place Homeowners' Association, Inc., hereafter called the "Association," does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residential Lots and the entranceway and signs to the subdivision all as shown on plat of record in Plat Book 22, page 100, of the Register's Office of Rutherford County, Tennessee, and more specifically described as:

SEE EXHIBIT "A" ATTACHED HERETO

and such additions thereto as may hereafter be brought within the jurisdiction of the Association and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(1) 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 and recorded or to be recorded in the Register's Office of Rutherford County, Tennessee, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(2) 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;

(3) 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;

(4) borrow money, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(5) dedicate, sell or transfer all or any part of any Common Area, if any, to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(6) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area.

(7) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation law of the State of Tennessee by law may now or hereafter have or exercise.

B. MEMBERSHIP: Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment or imposition by the Association, shall be a member of the Association. 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.

C. VOTING RIGHTS: Each lot owner(s) shall be entitled to cast one (1) vote for each lot owned by such member. When two or more persons hold an interest (other than a leasehold or security interest) in a lot, all such persons shall be members, but the votes attributable to such lot shall be exercised by one of such persons as proxy and nominee for all such members and in no event shall more than one vote be attributed to one lot. The owner/developer shall remain in control of said Association until relinquished in accordance with the Declaration of record in the Rutherford County Register of Deed's Office.

D. BOARD OF DIRECTORS: The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association.

At the first annual meeting, the members shall elect one (1) Director for a term of one (1) year, one (1) Director for a term of two (2) years, and one (1) Director for a term of three (3) years; and at each annual meeting thereafter the members shall elect Directors for a term of three (3) years.

E. DISSOLUTION. The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members.

F. DURATION: The corporation shall exist perpetually.

G. AMENDMENTS: Amendment of this Charter shall require the assent of a majority vote of a quorum of the entire membership of the Association; provided, however, that the owner/developer shall be entitled to unilaterally amend this charter until he no longer owns any unit in Wellington Place.

DATE: 9/22/00


JOSH A. MCCREARY
Incorporator

EXHIBIT "A"

PROPERTY DESCRIPTION

That certain parcel of property located in the 13th Civil District of Rutherford County, Tennessee, as more particularly shown on the plat of record in Plat Book 22, page 100, of the Register's Office of Rutherford County, Tennessee, and identified as Wellington Place.

Jennifer M Gerhart, Register
Rutherford County Tennessee
Rec #: 232367 Instrument 1028590
Rec'd: 5.00 NBK: 57 Ps 962
State: 0.00
Clerk: 0.00 Recorded
EDF: 2.00 10/19/2000 at 11:51 am
Total: 7.00 in Record Book
29 Pages 2090-2094