

CCR of Twin Creeks Village as
amended thru 3/15/18

**RESTATED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR TWIN CREEKS VILLAGE**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TWIN CREEKS VILLAGE, (the "Declaration") is executed and effective this 16th day of March, 2016, by Twin Creeks Properties LLC., a Tennessee Limited Liability Company (the "Developer");

WITNESSETH:

WHEREAS, Developer is the owner of certain real estate in Franklin County, Tennessee as more particularly described in the Plat for Twin Creeks Village, of record in Plat Book(s) 642, page 2, as amended, in the Register's Office for Franklin County, Tennessee (said real estate being referred to herein as the "Development");

WHEREAS, some or all of the Development was previously subject to the Declaration of Covenants, Conditions, and Restrictions for the Village at Twin Creeks, which are recorded in Deed Book 378, Page 141, Register's Office, Franklin County, Tennessee. The purpose of this Declaration is to restate and amend in full the prior declarations of the Village at Twin Creeks in Deed Book 378, Page 141.

WHEREAS, Developer desires to provide for the protection and preservation of values, desirability and character of the Development;

WHEREAS, Developer desires to provide a system of administration, operation and maintenance of the common areas of the Development;

WHEREAS, Developer further desires to establish for the mutual benefit, interest and advantage of Developer and every person or other entity hereafter acquiring title to any portion of the Development, certain rights, easements, privileges, obligations, restrictions, covenants, liens, assessments and regulations governing the use and occupancy of the Development and the maintenance and administration of the common use facilities thereof, all of which are declared to be in furtherance of a plan to promote and protect the Development, and are intended to be covenants running with the land which shall be binding on all parties having or acquiring a future title or interest in the Development, and which shall inure to the benefit of each present and future owner thereof;

NOW, THEREFORE, Developer, as legal title holder of the Development and for the purposes set forth above, declares as follows:

**ARTICLE I.
DEFINITIONS**

The following words when used in this Declaration or any supplemental declaration hereto shall have the following meanings:

1. "Additional Properties" shall mean and refer to any property contiguous to the Development that may be brought within the Development by an amendment to this Declaration.

2. "Annual Assessments" shall mean and refer to the assessments described in Article IV, paragraph 1.

3. "Association" shall be the "Twin Creeks Village Homeowners' Association, a not-for-profit corporation organized and existing under the laws of the State of Tennessee, its successors and assigns.

4. "Board" shall mean and refer to the Board of Directors of the Association.

5. "Building Professional" shall mean the architect, engineer, or contractor engaged or approved by the Committee to review Plans pursuant to Article V hereof.

6. "By-Laws" shall mean and refer to the By-Laws of the Association.

7. "Common Areas" shall mean and refer to all facilities within the Development owned or leased by the Association in fee including, without limitation, roadways, the entrance, recreational areas, and open space, as designated on the Plat. All Common Areas shall be maintained and landscaped by the Association and shall be reserved for the non-exclusive use, benefit and enjoyment of the Owners in the Development and their family members, invitees, agents and servants, subject to the conditions, restrictions and limitations imposed by this Declaration.

8. "Committee" shall mean the Architectural Review Committee established pursuant to Article V.

9. "Declaration" shall mean and refer to this Restated Declaration of Protective Covenants, Conditions and Restrictions applicable to the Development and recorded in the Office of the Register of Deeds for Franklin County, Tennessee.

10. "Developer" shall mean and refer to Twin Creeks Properties, LLC, a Tennessee limited liability company, together with its designated successors and assigns.

11. "Development" shall mean and refer to the property described in the Plat together with any Additional Properties that may be made a part thereof.

12. "Improvement" shall mean any building, building addition, garage, landscaping, driveway, parking area, walkway, wall, fence, swimming pool, or utility service, or such other improvement or structure constructed or located upon all or any portion of the Development. It is intended that this definition of "Improvement" be broad in scope and is intended to encompass any man-made alteration of the condition of a Lot, Townhouse Lot, or the Common Areas.

13. "Lot" shall mean and refer to any Lot of land within the Development permitted to be used for single-family residential purposes and so designated on the Plat. Lot shall include Townhouse lots, as the intention is so required.

14. "Majority" shall mean and refer to more than fifty percent (50%).

15. "Member" shall mean and refer to any person or persons who shall be an Owner, and as such, shall be a Member of the Association.

16. "Mortgagee" shall mean and refer to any holder of a first priority deed of trust encumbering one or more Lots.

17. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee interest in any Lot within the Development, excluding however those parties holding such interest merely as security for the performance of an obligation.

18. "Period of Developer Control" means the period commencing upon the date hereof and ending on the later of the following dates: (a) five (5) years after the first conveyance of a Lot to a purchaser other than the Developer (or such earlier date as the Developer may elect by notice to all Owners), or (ii) when three-fourths (3/4) of the Lots in the Development have been conveyed to purchasers other than the Developer; provided, however, the period referenced shall be extended as provided in Article III, Section 5 hereof, but, if necessary to comply with Federal Regulations applicable to Mortgages, such period shall end no later than the earlier of the dates prescribed in (a) and (b) above without such extension.

19. "Person" shall mean and refer to a natural person, as well as a corporation, partnership, firm, association, trust or other legal entity. The use of the masculine pronoun shall include the neuter and feminine, and use of the singular shall include the plural where the context so requires.

20. "Plans" shall mean the detailed plans prepared for construction of any Improvement, which shall comply with the provisions of Article V, paragraph 4 hereof.

21. "Plat" shall mean and refer to the final record Plat(s) of Twin Creeks Village, to be recorded in the Register's Office for Franklin County, Tennessee on or about the date hereof, as the same may be amended or supplemented from time to time.

22. "Special Assessments" or "Assessments" shall mean additional assessments of Owners made from time to time by the Board pursuant to Article IV, paragraph 2.

23. "Townhouse Unit" shall mean a building on a Townhouse designated lot, which contains a party wall. Townhouse lots are identified as Lots 1-42 on the Plat.

24. "Super-Majority" shall mean two-thirds (2/3).

25. "Vote" shall mean the vote in the affairs of the Association to which each Member is entitled.

ARTICLE II. PROPERTIES SUBJECT TO THIS DECLARATION

1. Property Subject to Declaration. The property that is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Franklin County, Tennessee, and is more particularly described on the recorded Plat(s) in Plat Book(s) 642, page 2, as amended, in the Register's Office for Franklin County, Tennessee. The covenants and restrictions contained herein constitute covenants running with the land and shall be binding upon and shall inure to the benefit of all parties now owning or hereafter having or acquiring any right, title or interest in any Lots in the Development.

2. Additional Properties. Without further assent or permit, Developer hereby reserves the right, exercisable from time to time, to subject all or part of real property contiguous to the Development (the "Additional Properties") to the restrictions set forth herein in order to extend the scheme of this Declaration to such Additional Properties to be developed as part of the Development and thereby to bring such Additional Properties within the jurisdiction of the Association.

3. Supplementary Declarations. The additions herein authorized shall be made by filing of record one or more supplementary Declarations in respect to the creation of additional Lots or the addition of other properties to be then subject to this Declaration and which shall extend the

jurisdiction of the Association to such property and thereby subject such addition to assessment for its just share of the Association's expenses.

4. Acceptance of Development. By the acceptance of a deed to a Lot, any purchaser of a Lot shall be deemed to have accepted and approved the entire plans for the Development, and all improvements constructed by that date, including, without limitation, the utilities, drains, roads, landscaping, fences, gate, decorative masonry, or landscaping, and all other improvements as designated on the Plat and as may be supplemented by additional plats upon the extension of the Declaration to the Additional Properties. Such purchaser agrees that improvements constructed after the date of purchase consistently with such plans and of the same quality of the then existing improvements shall be accepted.

5. Security. Security will be provided at the Developer's discretion during the Period of Developer Control and thereafter at the discretion of the Association, and no Owner shall have any cause of action against the Developer or the Association for failure to provide adequate security.

ARTICLE III. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

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

2. Voting and Voting Rights. The voting rights of the Members shall be appurtenant to their ownership of Lots. Each Member shall be entitled to cast a single 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 Vote attributable to such Lot shall be exercised by one of such Persons as proxy and nominee for all such Members. Furthermore, neither the Developer nor any other person or individual dealing with the Development shall have any duty to inquire as to the authorization of the Member casting the Vote for a Lot, but shall be entitled to rely upon the evidence of voting as conclusive evidence of such Member's authority to cast the Vote for such Lot. Any Member who is delinquent in the payment of any charges or assessments duly levied by the Association against a Lot or Lots owned by such Member shall not be entitled to vote until all such charges, together with reasonable penalties and interest and collection costs thereon as the Board may impose, have been paid to the Association. In addition, The Board may after a hearing at which the general requirements of due process are observed, suspend the right of such Member to use the Common Areas or any other facilities or services that the Association may provide until such delinquency is cured. Such hearing shall be held only after giving such Member ten (10) days prior written notice specifying the alleged violation and setting the time, place and date of such hearing.

3. Manner of Voting. Except as specifically provided elsewhere herein, the Board shall have the authority to regulate the procedural rules governing the voting of Members, the acceptance of proxies from Members, the validity of voice votes, ballot votes, or other manners of voting, and any regulation of the solicitation of votes or proxies.

4. First Annual Meeting. The first regular annual meeting of the Members for the election of Directors and such other business as shall come before the Members (the "First Meeting") shall be held on a date to be selected by the Board within the first ninety (90) days following the expiration of the Period of Developer Control. Until the First Meeting, the members of the Board shall be appointed by the Developer.

5. Extension of Period of Developer Control. Upon the filing of supplements to this Declaration that add Additional Properties to the Development in the form of additional Lots, the time periods for the period of Developer Control specified above in Article I, paragraph 19 hereof, shall be extended to run for the full period of five (5) years following the date of each such supplement, provided such supplement is filed during an unexpired Period of Developer Control.

ARTICLE IV. ASSESSMENTS

1. Annual Assessments. The Board shall have the power and authority to levy Annual Assessments against all Lots. Annual Assessments shall be used for such purposes as the Board shall determine to be for the benefit of the Development, including, without limitation, the improvement, maintenance, operation and security of the Common Areas, payment of taxes, payment of insurance premiums providing hazard insurance for improvements within the Common Areas and liability insurance protecting Owners and Directors, payment of utility bills incurred, payment of reasonable costs to provide attractive seasonal landscaping of the Common Areas, street maintenance costs, security gates, fencing, the repair, replacement and additions that may be necessary to the Common Areas. The Board shall fix the amount of Annual Assessment each year by preparing an annual budget for the services to be provided by the Association in the coming year, and allocating said amount equally among the Lots. The initial Annual Assessment for each Lot during the 2016 calendar year shall be One Thousand One Hundred Forty (\$1,140.00) Dollars payable at the rate of Ninety-Five (\$95.00) Dollars per month. The Annual Assessment may not be increased by more than 5% of the Annual Assessment for the preceding year unless approved by the affirmative vote of a Super-Majority of the Votes entitled to be cast by the then Members of the Association at a duly called meeting of the Association at which a quorum is present.

2. Special Assessments. In addition to the Annual Assessments authorized herein, the Board may level a Special Assessment applicable to a particular year; provided that any such Special Assessment will require the affirmative vote of a Super-Majority of the Votes entitled to be cast by the then Members of the Association at a duly called meeting of the Association at which a quorum is present. Special Assessments shall be due and payable on the date which is fixed by the resolution authorizing such Special Assessment.

3. Exempt Property. The liens created under this Article shall not apply to the Common Areas or to Lots owned by the Developer during the Period of Developer Control.

4. Payment of Assessments. The Board shall have the power and authority to determine the payment method of all Annual Assessments. Unless provided otherwise by the Board, each Owner shall pay the Annual Assessment on or before the first of July of the year to which said assessment relates, and the Board shall fix the amount of the Annual Assessment and send a notice thereof to each Owner on or before the first of June of each such year. The Board shall have the authority to require quarterly or monthly payments of installments of the Annual Assessments.

5. Commencement. Annual Assessments upon a Lot shall commence upon the purchase of the Lot from Developer. Assessments on Lots that first become subject to assessments during a calendar year shall be prorated on a calendar year basis for the remainder of such calendar year.

6. Records of Assessments. The Association shall cause to be maintained a record of all Lots and Impositions applicable thereto that shall be open to inspection by any Owner. Written notice of any Assessment shall be mailed to every Lot Owner.

7. Creation of Lien. In order to secure payment of Assessments as the same become due, the Board is authorized to file a lien against each Lot, the amount of which shall bear interest at the maximum contract rate allowed by law, together with reasonable attorney's fees and costs to the extent permissible by law. The lien provided for herein shall be subordinate to the lien of any first deed of trust (sometimes hereinafter called mortgage") in respect of all Assessments made with respect to such Lot on or after the date such first mortgage is filed. The sale or transfer of any Lot shall not affect any Assessment lien. No sale or transfer (including a foreclosure or

proceeding in lieu of foreclosure) shall relieve such Lot from liability for any Assessment thereafter becoming due or from the lien thereof.

ARTICLE V. ARCHITECTURAL REVIEW COMMITTEE

1. Designation of Committee. The Association shall have an Architectural Review Committee (the "Committee") which shall consist of three members who shall be natural persons. During the Period of Developer Control, the members of the Committee shall be appointed at the will of the Developer. After termination of the Period of Developer Control, the members of the Committee shall be appointed and removed by the Board. The Committee shall designate a Secretary, and all communications with the Committee shall be conducted through the Secretary. The Committee shall employ a Building Professional who shall be responsible for technical review of plans or the membership of the Committee shall include a Building Professional to discharge such function.

2. Function of Architectural Review Committee. No Improvement shall be constructed on any Lot until the plans therefor (the "Plans") have been submitted to and approved in writing by the Committee, which shall determine in its sole discretion whether or not the proposed Improvement, and all features thereof, is consistent with the Design Guidelines described in Section 9 of this Article V (the "Design Guidelines") and otherwise compatible with other improvements constructed within the Development. The Committee shall be the sole judge and arbiter of such consistency and compatibility. As a prerequisite to consideration for such approval, and prior to beginning the contemplated work, the Owner is required to make the submissions required by paragraphs 4, 5 and 6 of this Article V together with a reasonable fee to be charged by the Committee to defray its costs incurred in considering and acting upon any proposed Plans and requiring changes to secure approval.

3. Construction Requirements. All Improvements must be of consistent with the Design Guidelines and built to comply with the approved Plans. In addition, the Plans must be in compliance with the Improvement Restrictions set forth in Article VI, Paragraph 1. Before any residence may be occupied, it must be completely finished. The Owner of any residence must complete landscaping of same within six (6) months of assuming occupancy.

4. Improvement Plans. Any Owner desiring to construct an Improvement upon any Lot shall first have detailed plans prepared for such Improvement (the "Plans"), which shall be prepared by a licensed architect or approved home designer acceptable to the Building Professional, and shall include, at a minimum, the following:

- (a) A Site plan drawn to a reasonable scale to reflect the following information:
 - (i) The relationship of the proposed Improvement to each Lot line, to the rear property line and to the front property line;
 - (ii) Finished floor elevations of the first floor, garage and basement, if any, of all Improvements, together with all exterior color schemes and/or building materials;
 - (iii) Any walls and/or fences on the Lot;
 - (iv) An ingress/egress plan to include all driveways, sidewalks and terraces; and
 - (v) Such other information as may be necessary to evidence compliance by the Plans with the Design Guidelines.
 - (vi) Landscaping Plan.

- (b) Elevation drawings of the front, sides and rear of any new structure included within the Improvements, together with the overall height of any new buildings to be constructed, measured from the average grade at the front elevation may be required at the discretion of the Committee.

5. Preliminary Submission. In the course of the preparation of his Plans, the Owner should first submit a Preliminary Site Plan disclosing the proposed location of all Improvements to be placed upon the Lot, which shall be reviewed by the Committee before proceeding with final Plans. If the Preliminary Site Plan is approved by the Committee, the Owner shall proceed with the completion of his Plans. If the Preliminary Site Plan is disapproved, the Owner shall cause such modifications to be made as shall be necessary to obtain the approval of the Committee. The Owner may submit his Preliminary Site Plan and Plans at one time, in which event, both shall be reviewed by the Building Professional and the Committee at the same time, under the provisions of Paragraph 6 below.

6. Submission of Plans. The Owner shall then submit the Plans for the proposed Improvement to the Committee. The Building Professional appointed by or on the Committee shall determine if they comply with the Design Guidelines. The Building Professional shall use his best efforts to complete his determination within 14 days from when the Plans are submitted. If he determines that the Plans do not comply with the Design Guidelines, the Plans shall be returned to the Owner for revision, without consideration by the Committee.

Upon the determination by the Building Professional that the proposed Improvement complies with the Design Guidelines, the Plans shall be referred to the Committee which shall review the same for their architectural and aesthetic approval and for their compatibility with the overall Development and with the community at large. The Committee shall certify its approval or disapproval of the Plans to the Owner within thirty (30) days after the referral of the Plans to it. The Committee may grant or withhold its approval of the Plans in its uncontrolled discretion. The Committee's approval of the Plans for any Improvement shall be effective for a period of three (3) years only, and if construction of the proposed Improvements shall not have commenced within that time period the approval shall no longer be valid.

The Committee may impose a reasonable charge to defray its expenses in the consideration of any submission or resubmission of the Plans for any proposed Improvement.

The Committee may require the Owner to post a bond or make a security deposit or in such amount as the Committee may determine in its reasonable discretion from time to time, in order to insure Owner's compliance with the Plans and to secure the Owner's indemnity obligation to the Developer and the Association as described in Article VII, Section 2. Said bond or deposit, less any costs properly chargeable to the Owner, shall be refunded to such Owner upon completion of construction and approval thereof pursuant to Section 7 below.

The Committee may give notice to the owner for submission of any required plan that is past due. If such plan is not submitted within 30 days of notice by the Committee, the Committee may assess a penalty of \$25.00 per day until a compliant plan is submitted.

7. Construction of Improvements. If the Committee approves the Plans, the Owner shall cause the Improvements to be constructed by a licensed Contractor approved by the Committee in conformity with the same. Actual construction shall be the responsibility of the Owner and shall be completed within one year of the time of commencement. Fees of \$100 per day will be levied on the Owner of the lot if the house is not deemed completed within one (1) year of construction commencement. Upon the completion of construction and prior to occupancy, the Owner shall notify the Committee which shall have the Improvement inspected by the Building Professional to insure that construction was completed in accordance with the Plans. If construction is not in accordance with the Plans, or if changes in the Plans were changed without the approval of the Committee, occupancy of the Improvement shall be delayed until the necessary corrections are made or the Plans, as modified, are approved. If the Owner fails to make the necessary corrections, or to have the Plans, as modified, approved within 90 days after notification that the Improvement has not been constructed in accordance with the approved Plans, the Developer or

the Association, may, at its option, make the necessary corrections, or remove the Improvement in question, at the expense of the Owner.

8. Limited Effect of Approval of Plans. The approval of an Owner's Plans for the construction of an Improvement is not intended to be an approval of the structural stability, integrity or design of a completed Improvement or the compliance thereof with any federal, state or county regulatory requirements but is required solely for the purpose of insuring compliance with the covenants contained herein. No liability shall accrue to the Developer, the Committee or to the Association in the event that any such construction shall subsequently prove to be defective or not in compliance with such requirements.

9. Design Guidelines. The following design guidelines shall govern the construction of all Improvements within the Development and will follow or have elements pertaining to the attributes of a Twin Creeks Village style of home as outlined in the section below. The following are minimum requirements:

- a) Each structure must have block, brick, rock or stone foundation. Exposed concrete or block must have approved finish applied before the structure is completed.
- b) Flag poles are not allowed in the yard or any other part of the property. Flag poles can be attached to the residence with a maximum pole length of six (6) feet.
- c) Any new materials not described in subparagraphs a and b above that are approved by the Tennessee Homebuilder's Association may be considered and approved in the Committee's sole discretion.
- d) All windows and doors must be of sound quality and workmanship and must be installed properly.
- e) No satellite dishes over 18 inches in diameter shall be permitted. Satellite must not be visible from any street in the development.
- f) The roof-pitch on any structure must be a minimum of 6/12 unless otherwise approved by the ARC.
- g) Wood, log, rock, stone, stucco, brick or any combination thereof is an acceptable exterior material. Vinyl and aluminum siding is specifically prohibited. If stucco is used, it can be only for accent sections and not installed on more than 20% of the exterior of the home. Log cabins are specifically prohibited. Any other variation of exterior materials must be specifically approved in writing by the ARC.
- h) Roof materials must be asphalt shingle, shake, tin, or metal. Tin and metal roofs must be of dark color such as forest green, black or brown. Asphalt shingles must be dimensional or architectural style.
- i) Retaining walls must have a stone façade. A block or concrete wall may be permitted if stucco, or other approved finish is applied and painted an earth tone color to match the structure.

Home designs must adhere to a specific architectural theme/style. Homes cannot combine different elements of themes. Suggested themes such as Craftsman, Cottage, Cape Cod, Traditional, and Arts and Crafts are encouraged. Common attributes for a Twin Creeks Village home may contain the following:

- j) Dormer windows and multiple roof planes
- k) Generously overhanging eaves
- l) Exposed rafters and beams

- m) Extended rafter ends, sometimes decoratively shaped (e.g., oriental flares)
- n) Decorative braces under the gables
- o) Decorative attic vents in front facing gables
- p) Wood or stone siding such as horizontal wood slats, wood shingles, cut stone cladding
- q) Generous full or partial width front porches
- r) Porch support columns often extending to ground level (no break at the porch floor)
- s) Tapered porch columns supported by low pedestals made of stone, brick, wood or stucco
- t) Sloping foundation walls and porch supports
- u) Stone covered foundation walls and porch supports
- v) Stone exterior chimneys
- w) Additional trellised porches
- x) Wide exterior window and door casing
- y) Windows with multi-paned top sashes and single-paned bottom sashes
- z) Stained glass in exterior windows and doors

The Committee shall interpret and may supplement the foregoing Design Guidelines in its sole discretion.

10. Contractors. No Improvement shall be constructed within the Development except by a licensed contractor that has been approved by the Committee prior to commencing construction. No contractor shall be approved by the Committee until it furnishes proof of adequate insurance including, without limitation, automobile and general liability coverage with limits of not less than \$1,000,000.00 per occurrence, as well as worker's compensation and errors and omissions coverage with limits acceptable to the Committee. Any contractor not previously approved by the Committee shall be required to submit references to the Committee. Prior to commencing work within the Development, an approved contractor may be required to post a bond or other security with the Committee sufficient to compensate the Developer or the Association for any damages or fines levied pursuant to this Section 10.

Contractors working within the Development shall be liable for all damages to roads or utility installations within the Development caused by their negligence, the negligence of their suppliers and subcontractors, or from overloaded vehicles operated by such contractor or its subcontractors and suppliers. The vehicle weight limit for concrete trucks is 5 yards per truck.

The Committee reserves the right to levy fines of \$100.00 per day against contractors who violate the covenants applicable to their construction activities within the Development. Prior to commencing construction within the Development, the Committee may require an approved contractor to sign an undertaking acknowledging and agreeing to be contractually bound by the provisions of this Declaration applicable to its construction activities.

ARTICLE VI. IMPROVEMENT, SETBACK AND USE RESTRICTIONS

1. Improvement Restrictions. In addition to the requirements of Article V above concerning compliance with the architectural review authority of the Committee, compliance with the Notes on the Plat and compliance with all other applicable laws, ordinances, and regulations of governmental agencies, the following restrictions apply to Improvements:

- (a) Combination of Lots and Re-subdivision. If one or more contiguous Lots are owned by the same Owner, they may be combined upon the consent of the Developer for the purpose of placing approved Improvements thereon, but they shall retain their status as individual Lots for purposes of voting and Impositions. Individual Lots may not be re-subdivided to create a smaller area than originally deeded to an Owner and/or as shown

on the Plat. Additional, combined lots will be subject to HOA dues per lot. For example, purchaser buys 2 lots....dues owed will be in the amount of 2 x current dues.

(b) Setback Lines. Minimum setback requirements on the Plat shall be observed, but are not intended to create uniformity of appearance, but rather to avoid overcrowding and monotony. Therefore, to the extent possible, it is intended that the setbacks of Improvements be staggered and be used to preserve trees and open areas. The Committee reserves the right to approve the location of each residence upon the Lot within the setback lines and/or building areas established by the Plat, in such manner, as it shall deem, in its sole discretion, to be in the best interest of the Development.

(c) Grading. No Owner shall excavate earth from any of the Lots for any business or commercial purpose, and no elevation changes will be permitted which could materially affect the surface grade of the Lot without the consent of the Committee, which must also approve the nature of any earthwork.

(d) Floor Area of Residence. The total floor area of the main residential structure upon each Lot, exclusive of open porches, patios, breezeways, and attached garages shall contain a minimum of **1,400 square feet** of finished living space with a minimum size on the first floor of **900 square feet**, excluding garages, carports, storage areas, decks, and porches.

(e) Swimming Pools. No above ground swimming pools are permitted. No pool covers shall be permitted that are higher than six (6) inches above the swimming pool deck except by written authorization of the Committee.

(f) Height Restrictions. It is the desire of the Developer to maximize the view of Tims Ford Lake to the greatest extent possible. The maximum height of a structure is 45 feet, consisting of no more than two (2) stories, except by express written consent of the committee.

(g) Other Structures. No detached garages, carports, barns, storage sheds, guest houses, or other outbuildings shall be constructed or situated on a Lot.

(h) Driveways and Driveway Entrances. The Committee shall approve the location, construction, and types of materials for all driveways and driveway entrances. Broom finished grey concrete is required. Minimum driveway width is 18'. Maximum driveway width cannot exceed 28'.

(i) Fences and Walls. Fences and walls constructed of materials permitted by the Design Guidelines may be erected along Lot boundaries or within individual Lots for enclosure of yard areas so long as they are approved by the Committee and in the rear of the lot only. No boundary wall, patio or courtyard wall shall extend to a height greater than four (4) feet from the ground level, unless the Committee so consents. No walls other than retaining walls may be constructed along the street on the front of any Lot unless approved by the Committee. No wall or fence may extend further than ½ the distance passed the rear of the house. All fencing must be placed outside of the roadway and utility easements as shown on the Plat.

(j) Clotheslines. There shall be no outside clotheslines, clothes hanging devices, or the like upon any Lot.

(k) Lighting. No building-mounted floodlights shall be permitted on the front or sides of any Improvement facing a street, and there shall be no exterior lighting visible from any street within the Development (other than porch lights or eave lights), unless otherwise approved by the Committee. Decorative post lights shall be installed only with the prior approval of the Committee. Any walkway, driveway, or landscape lighting shall

be of low intensity with light sources concealed from view from any street within the Development. Seasonal decorative lighting shall be permitted only during the holiday season (between Thanksgiving and January 7 of each year). Lights installed on the sides and rears of any Improvement must be adjusted so that the rays of any beam or floodlight shall not interfere with the neighboring Lots. Additional holidays such as Halloween and other national events deemed as a traditional observance may erect displays and lights for no longer than 7 days after the initial erection of said items.

(l) Mail Boxes. Developer reserves the right to establish a uniform mailbox location system and to provide a uniform mailbox for each Lot. Owners of Lots shall be required to reimburse the Developer for its actual cost of such mailboxes and installation cost. Mailboxes will be shared by installing 1 post on the property line. 1 post with 2 boxes will be installed.

(m) Screening of Mechanical and Storage Areas. Excepting the initial construction period, any and all equipment, air conditioner condensers, propane tanks, garbage cans, woodpiles, refuse or storage piles of any Lot, whether temporary or permanent, shall be screened to conceal the same from the view of neighboring Lots, roads, or Common Areas, with the plans for any screening, fences and/or landscaping being approved by the Committee. Incinerators for garbage, trash or other refuse shall not be used or permitted. Refuse shall not be placed even temporarily along the roadside adjacent to any Lot but must be stored in the above-described manner while awaiting pickup.

(n) Landscaping. No tree greater than six inches in diameter at breast height shall be removed from a lot without the prior approval of the Committee. Within 30 days after receiving the Certificate of Occupancy, the following must be completed:

- Front and side yard must be sodded
- Minimum combination of 20 trees or bushes must be planted. Each bush or plant must be a minimum of 2.5 gallons.
- Final Landscape plan must be approved by ARC before installed.
- The builder/homeowner will be required to pay the developer or HOA \$350 tree-planting fee. The Tree will be installed near the front of each lot preferably between the sidewalk and the curb when appropriate.

(o) Outside Recreation Equipment. Outside recreation equipment may be placed upon any Lot so long as (i) the equipment is located within the rear yard area, (ii) such equipment is not visible from any street within the Development, and (iii) the design and location is approved by the Committee prior to installation. It is understood that the Committee may, without limitation, require screening with landscaping, fences or walls. Outside recreation equipment shall include swings, slides, trampolines, playhouses, basketball goals and similar equipment or structures.

(p) Signs. No sign, billboard or poster of any kind of a permanent nature shall be placed upon any Lot. "For Sale" signs shall NOT be permitted. Houses that are for sale can be posted at the clubhouse and on MLS for purposes of advertisement and in a window of a house only. No such sign shall be placed outside of the Lot within any street right-of-way, common open space or lot owned by other persons, and all signs must comply with such regulations that may be adopted by the Committee from time to time. The Developer shall have the right to erect reasonable and appropriate signs for its own use and the use of other parties engaged in the construction and sale of Improvements on Lots within the Development.

(q) Antennae. No transmitting or receiving equipment (antennas or dishes) for radio, television, or communications may be located on the exterior of any Improvement

or on the Lot without the consent of the Committee, and in no event may such equipment be in the front of any Lot or be visible from roads. The specific location and color of such equipment must be approved by the Committee.

- (r) Setbacks. Additional phases, with the exception of Phase I:
- No structure other than a fence may be built within five (5) feet of any side lot line.
 - All front building setbacks of twenty (20)
 - Setback of (10') from the rear property line must be observed.
 - All lots that adjoin TVA property must adhere to the following:
 - No structure other than a fence may be built within five (5) feet of any side lot line.
 - All front building setbacks of twenty (20)
 - All Corner Lots: (by definition a corner lot will have 2 sides that are subject to two front setbacks)
 - No structure other than a fence may be built within five (5) feet of any side lot line.
 - All front building setbacks of twenty (20)
 - Setback of (10') from the rear property line must be observed.
 - All fencing must be placed outside of the roadway and utility easements as shown on the Plat.

(s) Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved fifteen (15) feet in width alongside Lot lines and along Lot lines joining any road or street in the Development. In addition, all lots are subject to such easements, setbacks and road rights-of-way as shown on the Plat.

(t) Ingress/Egress. No Lot shall be used for ingress and egress to any properties not part of this Development. Developer reserves unto itself the right to use any Lot prior to being sold to a third party for ingress and egress to any other adjoining property.

(u) Rights-of-way. The rights-of-way for all roads as shown on the Plat are deemed important to the beauty of the Development, and the use and full width of the right-of-way is required for a broad and open thoroughfare. Owners are hereby prohibited from placing within this easement/right-of-way any fence or any other obstruction to the clear and free mowing and other uses, in the same manner as any other public road/right-of-way. Further, there is reserved to the Developer and/or the Association, the right to remove from this easement/right-of-way by their own action and initiative any such obstruction that may exist now or in the future, whether natural growth or installation.

(v) Lake Side Lots. The property which lies between the lake side property of Lots and Tims Ford Lake is owned by the TVA (Tennessee Valley Authority), and said property is designated as an area to be undisturbed and shall be left and continued in such condition as complies with the pre-existing condition as purchased and neither the Association nor any owner, including owners of lake view Lots, shall take any action contrary to such preserved status.

(w) Sidewalks are required to be installed at the expense of each homeowner directly in the front of the house and extend from each side line of the property line from left to right. Sidewalks must comply with ADA (American Disability's Act) and must uniformly conform in style in finish upon review of the ARC.

2. Use Restrictions.

(a) Residential Use. Each Lot shall be used only for private, single-family residential purposes consistent with this Declaration, and not otherwise. No camping in any form will be permitted in the Development.

(b) Nuisance. Each Owner shall refrain from any act or use of his Lot that could reasonably cause embarrassment, discomfort or annoyance to the neighborhood or create a nuisance. No noxious, offensive or illegal activity shall be carried out upon any Lot.

(c) Prohibited Structures/RVs. There shall be no single wide mobile homes or manufactured homes, no double wide mobile homes or manufactured homes, no modular homes/buildings or buses or any RV with kitchen or bath facilities situated on any Lot as a residence or for storage, either temporarily or permanently.

(d) Damaged Improvements. In case of complete or partial destruction of any structure by fire, windstorm or other cause, said structure must be rebuilt and the debris removed from the premises within six (6) months of the occurrence.

(e) Vehicles. No motorized vehicle or equipment of any nature shall be situated upon this property except in enclosed storage unless such is a vehicle that is currently licensed and maintained in proper condition for lawful operation upon the highways. All vehicles must be parked in garages or driveway areas and may not be parked on grass or yard areas, except when entertaining. No wrecked vehicle or nonfunctional vehicles or vehicles without proper registration shall be parked on any Lot or Common Area. No Owner shall park any vehicle or allow guests of such Owner to park on any street within the Development for more than twenty- four (24) consecutive hours. Any vehicle parked on the street in violation of the foregoing covenant, or in violation of any other rules and regulations now or hereafter adopted by the Board, may be towed at the expense of the owner of such vehicle or the Owner of the Lot adjacent to which such vehicle was parked. Neither the Developer, the Association, nor the Board shall be liable to the owner of such vehicle for trespass, conversion, or otherwise, nor be guilty of any criminal act by reason of such towing, and neither the removal nor the failure of the owner of such vehicle to receive any notice of said violation shall be grounds for relief of any kind. The term "vehicle" as used herein, shall include, without limitation, motor homes, watercraft, trailers, motorcycles, scooters, trucks, all terrain vehicles campers, buses and automobiles.

(f) Animals. No horses, cows, pigs, sheep, goats or other farm animals shall be permitted within the Development. Household pets shall be permitted to the extent they do not become a nuisance to neighboring Owners. No pets shall be permitted outside the boundaries of the Owner's Lot unless accompanied by their owners and/or on a leash. The Board, or any individual resident, may take appropriate measures to insure compliance with this provision, including without limitation, having the animal picked up by the appropriate governmental authorities.

(g) Noise. No Owner shall cause or allow noise on his lot, which disturbs the peace and quiet of the Development. This restriction includes, without limitation, dogs that bark or howl loudly and frequently, exterior music systems or public address systems, and other noise that disturbs peaceful possession of other Lots.

(h) Tree Planting. Each Owner shall refrain from planting trees or landscaping which could obstruct or impair the view of Tims Ford Lake from other Lots. In the event any tree or landscaping planted by an Owner unreasonably obstructs or impairs the view of Tims Ford Lake from another Owner's Lot, the Owner who planted such tree or landscaping shall use reasonable efforts to prune or thin trees or other landscaping so as to remove any obstruction or impairment.

(i) Burning. No Owner shall permit or cause dense smoke, soot, cinders, noxious acids, fumes, dust, or gasses as to interfere with the use and enjoyment by other Owners of their Lots. Burning of leaves or refuse shall not be permitted within the Development without approval of local governing authorities.

(j) Home Businesses. No house or other structure on any lot, shall be used for any business purpose that involves employment of personnel other than residents of the Improvements or in-person, on-Lot sales involving non-residents. A home based Internet business may be conducted within a residence, provided that deliveries to the residence do not exceed two (2) UPS, Federal Express or similar express carriers per day. No advertisement of any kind will be permitted on any Lot for a home-based business. No Lot or residence shall be used for a public meeting facility for a club, church, sports exhibition, etc., whether for profit or nonprofit; provided, however, this restriction is not intended to prevent an Owner from using his property for social, religious, or sporting activities that are normal and usual in private dwellings.

(k) Watercraft, RVs, Motorcycles. Watercraft and RVs must be stored only in side and rear yard areas or garages and must not be visible from neighboring lots, streets or Common Areas. No motorcycle, motorbike, motor scooter or recreational all-terrain vehicle shall be permitted to be operated within the Development, except for motorcycles licensed for transportation on public thoroughfares while traveling directly between the Lot and such public thoroughfares. Such motorcycles may be operated only on the street and must not utilize a muffler system other than manufacturer's stock, except to decrease the noise level of the motorcycle. Golf carts, both gas and electric, are allowed to operate within the development as long as long as they do not cause a nuisance and function properly within the manufacture specifications.

(l) Codes. Each Owner shall observe all governmental building codes, health restrictions, zoning restrictions and other regulations applicable to his Lot. In the event of any conflict between any provision of such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

(m) Speed Limit. Any vehicle moving in excess of 25 miles per hour on any street within the Development shall be considered as speeding and the owner or operator thereof shall be subject to any fine levied by the Association.

(n) Dangerous Activities. The pursuit of hobbies or other inherently dangerous activities including without limitation, the assembly and disassembly of motor vehicles or other mechanical devices, the shooting of firearms (including, without limitation, "BB" guns, air rifles, pellet guns, and other small firearms) fireworks, or other pyrotechnic devices, and bow hunting, shall not be allowed within the Development.

(o) Rules and Regulations. The Directors may establish rules and regulations governing the conduct of Owners, their families, invitees, agents, servants and contractors on the Lots or the Common Areas of the Development to assure that the conduct of such persons meets acceptable standards and meets acceptable public safety requirements. Such rules and regulations shall be binding following notice of the adoption thereof to Owners.

3. Additional Restrictions and Conditions for Townhouse Lots. Certain Lots on the Plat currently contain, and will contain in the future, Townhouses. In addition to the other conditions s applicable under the terms of this Article VI, the following shall specifically apply to Townhouse Units:

(a) The Association shall maintain the exterior of each Townhouse Unit as follows:

Painting, maintenance, and nonstructural repair of exterior building surfaces as the Board shall deem necessary and proper, including roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, replacement of trim, caulking and other repairs to roof covers (to include the repair and replacement of all non-structural components of the roof of each Townhouse Unit), and other miscellaneous repairs of a nonstructural nature. Such exterior maintenance shall not include glass surfaces (whether windows or sliding glass doors, storm doors, front or rear entry doors, screens, or patio covers). The balance of the Townhouse Units and the improvements located thereon shall be maintained by the Owner of the particular Townhouse Unit involved. In the event that an Owner fails to maintain his/her Townhouse Unit and the improvements thereon in a manner satisfactory to the Board, the Association, after approval by a two-thirds (2/3) vote of the Board, shall have the right, through its agents and employees, to enter upon said Townhouse Unit and to repair, maintain, and restore and maintain the Townhouse Unit and the exterior portion of the Townhouse Unit, including the Lot on which it is situated, and another improvement situated thereon. The cost of such exterior maintenance shall be added to and become a part of the assessment to which such Townhouse Unit is subject.

The Owner of a Townhouse Unit shall be responsible for the repair, replacement, and maintenance of the interior of his Townhouse Unit.

(b) Notwithstanding the foregoing, if the need for exterior maintenance and repair by the Association as required by this paragraph is caused by the willful or negligent conduct or act of an Owner, his/her family, guest, invitees, or other Persons using or occupying his/her Townhouse Unit with his/her express or implied permission, the cost of such repair or maintenance shall be assessed against such Owner and shall be due and payable thirty (30) days from the date of notice thereof, such Assessment to be collected and enforced as provided in this Declaration. Such Assessment shall not require the approval of any of the Members; provided, however, that any Owner against which any such assessment is levied shall be entitled to notice, a hearing, and an opportunity to do the corrective work required, as provided herein, prior to any Assessment being levied against such Owner. For the sole purpose of performing the exterior maintenance upon each Townhouse Unit required by this Section, the duly authorized employees or agents of the Association shall have the right, after reasonable notice to the Owner, to enter upon or into any Townhouse Unit at reasonable hours of any day except Sunday.

ARTICLE VII. MAINTENANCE/CONSTRUCTION

1. Maintenance. All Lots and all Improvements located thereon, shall be maintained in a neat and attractive condition by their respective Owners. Unattended garage doors that are visible from the roadways shall remain closed.

2. Construction. During land development and throughout construction on any Lot, the following requirements shall apply:

- (a) Owners and contractors acting under their authority within the Development shall take all actions as may be reasonably required to control or prevent land erosion, the sedimentation of streams and impoundments resulting from erosion, and to keep such Lot and the adjoining street in a neat condition, free from trash, debris and sediment.
- (b) No building materials may be stored on any Lot except for the purpose of construction of Improvements on such Lot and then only for such length of time as is reasonably necessary for the construction of the Improvements then in progress.
- (c) During construction, an office trailer placed on a Lot may be used temporarily until completion of construction, as a construction office.

- (d) One portable toilet must be provided for each job site within the Development. Such portable toilet must be subject to a maintenance agreement that provides for weekly dumping/cleaning of the portable toilet.
- (e) A dumpster must be placed on each job site. Trash and excess waste/waste building materials must be placed in the dumpster at the end of each working day.
- (f) No building materials can be placed within the road rights-of-way or utility easements.

3. Indemnify and Hold Harmless. Owners and contractors acting under their authority within the Development shall indemnify and save the Developer and/or the Association harmless from and against any damage loss, cost or other expense occasioned by their violation of the foregoing covenants or any other rule or regulation adopted by the Association governing construction activity in addition shall be subject to a fine of \$100.00 per day during which such violation shall continue.

4. Failure to Maintain Lots. In the event any Owner shall fail to maintain the condition of his Lot, the Improvements located thereon, or any pond (including the surrounding landscaping and retention dam) located thereon in compliance with these Restrictions, the Association (upon the vote of at least two-thirds of its Directors) and after ten (10) days notice in writing and opportunity to cure being afforded to the offending Owner, may enter said Lot and perform such maintenance as may be required to remedy such noncompliance. The cost of such maintenance shall be added to and become a part of the Imposition to which such Lot is subject, and the Owner of such Lot shall be personally liable for the cost thereof.

5. Association's Responsibility. The Association shall maintain and keep in good repair the Common Area, such maintenance to be funded as hereinafter provided, subject to any insurance then in effect. This maintenance shall include, but need not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, improvement situated upon the Common Areas. Maintenance may also include such portions of any additional property included within the Area of Common Responsibility as may be dictated by this Declaration, or by a contract or agreement for maintenance thereof by the Association. The Association shall be responsible for mowing all common areas. Association may also arrange for trash pick-up if the Directors of the Association determine to do so.

Except as otherwise specifically provided herein, all costs associated with the maintenance, repair and replacement of Common Areas shall be a Common Expense to be allocated among all Lots as part of the Base Assessment.

Once the Owner has installed all of the yard and landscaping in accordance with Article VI, Paragraph 1(n), the Association shall be responsible for: a) mowing the grass, b) trimming and edging around the driveway, patio and sidewalks, and c) removal of any clippings. The Homeowner is responsible for other landscape installation and maintenance.

6. Owner's Responsibility. In accordance with this Declaration, and except as provided in this Article VII, all maintenance of the interior portions of the residential Unit, all structural components of the improvements, entry doors, windows, glass, and other improvements not maintained by the Association shall be the sole responsibility of the Owner thereof. If any Owner fails properly to perform his or her maintenance responsibility, the Association may perform it and assess all costs incurred by the Association against the Owner thereof, in accordance with Article X, Section 3. Any pipes, ducts, etc., serving a unit but not inside the unit per se shall be the owner's responsibility.

ARTICLE VIII.

EASEMENTS

1. General. During the Period of Developer Control, Developer reserves an easement for ingress and egress generally across the Development at reasonable places thereon and across the various Lots for the purpose of completing the development. Said ingress and egress easement shall in any event be reasonable and shall not interfere with the construction of Improvements nor the use and enjoyment of a Lot by an Owner.

2. Emergency. There is hereby reserved without further assent or permit, a general easement to all police officers and security guards employed by the Developer or the Association, firefighters, ambulance personnel, garbage collectors, mail carriers, utility personnel, delivery service personnel and all similar persons to enter upon the Development or any portion thereof in the performance of their respective duties.

3. Utilities. Developer, during the Period of Developer Control, and thereafter the Association, reserves unto itself, its successors and assigns, the right to erect and maintain any utility lines, electric lines, gas lines, or to grant any easements or rights-of-way therefore, together with the right of ingress and egress for the purpose of installing and maintaining the same.

ARTICLE IX. INSURANCE AND CASUALTY LOSSES

1. Insurance. Each Owner shall be responsible for maintaining full replacement value insurance on all insurable improvements on its Lot or Townhouse Lot against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief. Townhouse Lots shall carry an HO-3 policy which shall name the Association as an additional insured. Owners shall provide proof of current insurance to the Association at least annually. Townhouse Owner's insurance shall contain an endorsement stating that the insurance company will give the Association at least ten (10) days advance, written notice of cancellation, nonrenewal, or material change in the terms of the policy.

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 against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. This insurance shall in in amounts sufficient to cover full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard."

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 a One Million (\$1,000,000) Dollar limit per occurrence, if reasonably available, and a Five Hundred Thousand (\$500,000) Dollar minimum property damage limit.

Premiums for all Association-provided insurance shall be common expenses of the Association and shall be included in the annual assessment. Policies may contain a reasonable deductible, and, in the case of casualty insurance, 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. Any deductible shall be paid by a party who would be liable for the loss in absence of insurance.

All insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Trustee for the respective benefited parties, as further identified in (b) below. The provisions hereinafter set forth shall govern such insurance.

(a) All policies shall be written with a company licensed to do business in Tennessee which holds a Best's rating of BBB+ or better and is assigned a financial size category of XI or larger as established by A.M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.

(b) All policies shall be for the benefit of the Association and its Members and their Mortgages, as their interests may appear.

(c) Exclusive authority to adjust losses under policies obtained by the Association on the Properties shall be vested in the Association's Board of Directors provided however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees.

(e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Franklin County, Tennessee area.

(f) The Association's Board of Directors shall be required to 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) a statement that no policy may be cancelled, invalidated, suspended, or subject to non-renewal on account of the actions of any one or more individual Owners';

(iv) a statement that no policy may be cancelled, invalidated, suspended, or subject to non-renewal 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;

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or non-renewal.

In addition to the other insurance required by this Section, the Board may obtain, as a common expense, worker's compensation insurance, if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, a fidelity bond or bonds on directors, officers, employees, and other Persons handling or responsible for the Association's

funds, if reasonably available, and flood insurance, if required. The amount of fidelity coverage shall be determined in the directors' best business judgment but, if reasonably available, may not be less than three (3) months' assessments on all Lots, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

2. Damage and Destruction.

(a) Immediately after damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent, shall proceed with filing and adjusting all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Properties. Repair or reconstruction, as used in the paragraph, means repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

(b) Any damage or destruction to the Common Area shall be repaired or reconstructed unless the Members representing at least seventy-five (75) percent of the total vote of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of the repair or reconstruction, or both, are not made available to the Association within said period, the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Area shall be repaired or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction to the common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Properties shall be restored to their natural state and maintained by the Association in a neat and attractive condition.

3. Disbursement of Proceeds. If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as herein provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Area or Townhouse Units shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

If it is determined, as provided for in Section 3 of this Article, that the damage or destruction of the Common Area for which the proceeds are paid shall not be repaired or reconstructed, such proceeds are to be disbursed in the manner as determined by the Board.

4. Repair and Reconstruction. If the damage or destruction to the Common Area is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against all Owners on the same basis as provided for Annual Assessments. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE X. GENERAL PROVISIONS

1. Duration. The covenants, conditions and restrictions contained herein shall be appurtenant to and run with the land and shall be binding upon all Owners and parties hereinafter having an interest in the Development, until January 1, 2032, at which time they shall be automatically extended for successive periods of ten (10) years each, unless a Majority of the Lot Owners cast votes in favor of a change, amendment or revocation such covenants, conditions, and restrictions in whole or in part at a duly called meeting of the Association within the final one (1) year of the term thereof, as extended.

2. Amendment. The covenants and restrictions contained in this Declaration may be amended unilaterally by the Developer, until the termination of the Period of Developer Control. Thereafter, any amendment of this Declaration will require the affirmative vote of a Super-Majority of the Votes entitled to be cast by the then Members of the Association at a duly called meeting of the Association at which a quorum is present. By way of clarification, this process of amendment does not apply to making Additional Properties part of the Development as described in Article II, paragraph 2. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record.

3. Enforcement. If any person, firm or corporation shall violate or attempt to violate any of provisions of this Declaration, it shall be lawful for the Developer and/or the Association, or any aggrieved Owner to bring an action against the violating party at law or in equity for any claim that this Declaration may create either to prevent said person, firm, or corporation from doing such acts or to recover damages or fines for such violation. The provisions of this paragraph 3 are in addition to and separate from the rights of the Association to collect Assessments. Any failure by Developer, the Association, or any Owner to enforce any of the covenants and restrictions or other provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter. Should the Developer, the Association, or any aggrieved Owner employ counsel to enforce any of the covenants or restrictions contained in this Declaration, the prevailing party in any legal action shall be entitled to recover from the non-prevailing party its reasonable attorneys fees and expenses incurred in such action.

4. Partial Invalidity. Invalidation of any one or more of the provisions of this Declaration by judgment or court order shall neither affect any of the other provisions not expressly held to be void, and all such remaining provisions shall remain in full force and effect together with the provisions ruled upon as they apply to circumstances other than those expressly invalidated.

5. Unintentional Violation of Restrictions. In the event of unintentional violation of any of the foregoing restrictions with respect to any Lot, the Developer and/or the Association reserves the right to change, amend, or release any of the foregoing restrictions as the same may apply to a particular Lot.

6. Books and Records. The books and records of the Association shall, during reasonable business hours, be subject to inspection by any Member upon five (5) days prior notice. The Charter, the By-Laws of the Association, and this Declaration shall be available for inspection by any Member of the Association, and copies may be purchased at a reasonable cost.

7. Notice. All notices required or permitted hereunder shall be in writing and effective when deposited in the U.S. mail, postage prepaid, addressed to any Owner, the Developer, or the Association at the address placed on file by such person with the Association. If no address has been provided by an Owner, the Lot address may be used.

8. Headings and Binding Effect. Headings have been inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraphs to which they refer. The covenants, agreements and rights set forth herein shall be binding upon and inure to the benefit of the respective heirs, executors,

successors and assigns of the Developer and all persons claiming by, through or under Developer.

9. Exoneration of Developer. Each Owner, or any other party having an interest in any portion of the Development, expressly agrees that no duty or obligation is imposed upon Developer to enforce or attempt to enforce any of the covenants or restrictions contained herein, nor shall Developer be subject to any liability of any kind or nature whatsoever in respect to any claim that the Developer has failed to enforce the same.

Witness my hand, this 16th day of March, 2016.

TWIN CREEKS PROPERTIES LLC

BY: _____
JEFFREY KINNEY, CHIEF MANAGER

STATE OF TENNESSEE)
)
COUNTY OF COFFEE)

Personally appeared before, the undersigned, a Notary Public, in and for said County and State, the within named, JEFFREY KINNEY, who acknowledged himself to be a Chief Manager of Twin Creeks Properties LLC, the within named bargainer, and with whom I am personally acquainted or proved to me upon the basis of satisfactory evidence, and who upon oath acknowledged that he executed the within instrument for the purposes therein contained, and being duly authorized to do so.

Witness my hand and official seal, at Tullahoma, Tennessee, this 16th day of March, 2016.

NOTARY PUBLIC

My Commission Expires: _____

**PREPARED BY:
THOMAS H. COPELAND
COPELAND & BELL, PLC
ATTORNEYS AT LAW
P. O. BOX 176
TULLAHOMA, TENNESSEE 37388**

**TWIN CREEKS VILLAGE
AMENDMENT NO. 2 TO COVENANTS,
CONDITIONS and RESTRICTIONS**

Pursuant to Article X., paragraph 2, Twin Creeks Properties, LLC ("Developer") hereby amends the Restated Declaration of Covenants, Conditions and Restrictions for Twin Creeks Village of record in Deed Book 410, page 396, Register's Office of Franklin County, Tennessee ("CCR") as follows:

Article V. Architectural Review Committee, paragraph 4. Improvement Plans. (a).
Add (vi) Landscaping Plan.

Article V. Architectural Review Committee, paragraph 6. Submission of Plans.
Add a final unnumbered paragraph as follows:

"The Committee may give notice to the owner for submission of any required plan that is past due. If such plan is not submitted within 30 days of notice by the Committee, the Committee may assess a penalty of \$25.00 per day until a compliant plan is submitted."

Article V. Architectural Review Committee, paragraph 9. Design Guidelines.
Delete b) and substitute the following:

"b) Flag poles are not allowed in the yard or any other part of the property. Flag poles can be attached to the residence with a maximum pole length of six (6) feet."

Article V. Architectural Review Committee, paragraph 9. Design Guidelines.
Delete g) in full and substitute the following paragraph in its entirety:

"g) Wood, log, rock, stone, stucco, brick or any combination thereof is an acceptable exterior material. Vinyl and aluminum siding is specifically prohibited. If stucco is used, it can be only for accent sections and not installed on more than 20% of the exterior of the home. Log cabins are specifically prohibited. Any other variation of exterior materials must be specifically approved in writing by the ARC."

Article VI. Improvement, Setback and Use Restrictions, paragraph 1. Improvement Restrictions.

Amend second sentence of (i) to read:

"No boundary wall, patio or courtyard wall shall extend to a height greater than four (4) feet from the ground level, unless the Committee so consents."

Article VI. Improvement, Setback and Use Restrictions, paragraph 1. Improvement Restrictions. (r).

Delete the sentence on page 12 that reads:

"A rear set back of twenty (20) feet must be observed."

Article IX. Insurance and Casualty Losses, paragraph 1. Insurance.

Delete the first four (4) paragraphs to end before (a) and substitute the following:

“Each Owner shall be responsible for maintaining full replacement value insurance on all insurable improvements on its Lot or Townhouse Lot against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief. Townhouse Lots shall carry an HO-3 policy which shall name the Association as an additional insured. Owners shall provide proof of current insurance to the Association at least annually. Townhouse Owner’s insurance shall contain an endorsement stating that the insurance company will give the Association at least ten (10) days advance, written notice of cancellation, nonrenewal, or material change in the terms of the policy.

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 against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. This insurance shall in in amounts sufficient to cover full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard.”

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 a One Million (\$1,000,000) Dollar limit per occurrence, if reasonably available, and a Five Hundred Thousand (\$500,000) Dollar minimum property damage limit.

Premiums for all Association-provided insurance shall be common expenses of the Association and shall be included in the annual assessment. Policies may contain a reasonable deductible, and, in the case of casualty insurance, 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. Any deductible shall be paid by a party who would be liable for the loss in absence of insurance.

All insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Trustee for the respective benefited parties, as further identified in (b) below. The provisions hereinafter set forth shall govern such insurance.

WITNESS my hand, this 12th day of March, 2018.



JEFFREY KINNEY, Chief Manager

