

Prepared By:
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**RESTRICTIVE COVENANTS APPLYING TO
PLANTATION SOUTH SUBDIVISION, SECTION VII**

The undersigned, PLANTATION SOUTH PARTNERSHIP, being the Owner and Developer in fee simple of the real estate that has been subdivided and named PLANTATION SOUTH, SECTION VII, according to survey and plat, which plat is of record in Plat Book 30, page 223, of the Register's Office of Rutherford County, Tennessee, and which plat is made a part hereof by reference, does hereby agree and bind itself, its successors and assigns, that the following restrictions, limitations and covenants shall be binding on all purchasers of lots in said subdivision, their heirs, successors and assigns, as follows:

**Record Book
717 Pg 1121**

**ARTICLE I
DEFINITIONS**

The following words, when used herein, shall have the following meanings:

SECTION 1. The "Architectural Review Committee" or "Committee" or "ARC" shall mean a committee organized by the Developer for the purpose of overseeing and controlling new construction, etc., during the build out of PLANTATION SOUTH, Section VII.

SECTION 2. "Builder" shall mean and refer to any person who is in the business of constructing single family residences and who acquires any Lot(s) in the Subdivision for the purpose of constructing a single family residence thereon for sale to a third party customer of the Builder.

SECTION 3. "Declaration" shall mean this instrument, as the same may be amended and/or supplemented from time to time as provided for herein.

SECTION 4. "Developer" shall mean this instrument, as the same may be amended and/or supplemented from time to time as provided for herein.

SECTION 5. "House" shall mean and refer to a building situated upon any Lot designated and intended for use and occupancy as a residence by a single family.

SECTION 6. "Lot" shall mean any lot shown on any recorded plats of the Property. A Lot shall not include any dedicated streets and roadways.

SECTION 7. "Lot Owner" or "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 8. "Master Plan" shall mean and refer to the Master Plan which plan has been given preliminary approval by the Rutherford County Planning Commission for the development of the Subdivision on the Property. Developer reserves the right to amend the Master Plan at any time as well as any amendments thereof and such rights shall include without limitation the right to reconfigure Lots, increasing or decreasing the number of different Lot types, and adding or removing property from the Subdivision.

SECTION 9. "Occupant" shall mean or refer to any person or persons in possession of a lot or home other than a Lot Owner.

SECTION 10. "Person" shall mean or refer to a natural person, as well as a corporation, partnership, firm, association, trust, or other legal entity.

SECTION 11. "Plat(s)" shall mean and refer to the plat(s) for Plantation South, to be recorded in the Rutherford County Register of Deeds Office subdivision the Property into lots and reflecting thereon the public streets, common areas, and utility easements and other matters normally shown on subdivision plats. The Property may be platted in two or more phases/sections.

SECTION 12. "Property" shall mean the real property submitted to this Declaration and described on Exhibit "A" attached hereto and incorporated herein by reference. The Property shall not include any public streets and roadways shown on the Plat. As provided in this Declaration, the Developer shall have the right to subject certain additional real property to the terms of this Declaration and in such event such additional property shall be deemed to be included within the definition of "Property".

SECTION 13. "Subdivision" shall mean and refer to the Plantation South Subdivision to be platted on the Property.

ARTICLE II ARCHITECTURAL REVIEW COMMITTEE

SECTION 1. ARCHITECTURAL REVIEW COMMITTEE/BOARD OF DIRECTORS. There is hereby appointed an Architectural Review Committee (hereafter Committee") to be comprised of four people. The initial committee shall be composed of JAMES C. (CHRIS) ROWLAND, MARK ROWLAND, TIM J. DURHAM AND JAKE DURHAM. Each committee/board member shall serve a three-year term, with the initial terms expiring on the following dates:

TIM J. DURHAM	OCTOBER 1, 2007
JAMES C. "CHRIS" ROWLAND	OCTOBER 1, 2008
JAKE DURHAM	OCTOBER 1, 2009
MARK ROWLAND	OCTOBER 1, 2010

As each member's term expires, a new member shall be chosen by the three remaining members to serve a three-year term. Committee/board members shall be eligible for re-election. All committee/board members will serve for three years or until their successors are elected by the remaining committee members. Any future committee/board member must either own in his own name, or jointly with his spouse, a subdivided lot in PLANTATION SOUTH, SECTION VII, or be a partner of PLANTATION SOUTH PARTNERSHIP, the Developer.

SECTION 2. PURPOSE OF ARCHITECTURAL REVIEW COMMITTEE. The Committee exists in order to assure maximum protection to all lot owners, to assure continuity and conformity to high aesthetic and environmental standards, and to have the initial but non-exclusive right to enforce these covenants. The Committee shall have the powers and duties necessary for proper care and control of any

common areas in said Subdivision, such as entrances, undeveloped lots and buffer zones and may do all acts as set forth herein or as delegated by the lot owners of the subdivision. Such powers and duties of the Committee shall include, but not be limited to, the following:

a) CONSTRUCTION PLANS AND SPECIFICATIONS FOR ANY IMPROVEMENTS TO BE ERECTED ON ANY LOT MUST BE SUBMITTED TO THE COMMITTEE FOR ITS APPROVAL. No construction, reconstruction, remodeling, alteration or additions of any structure, building, fencewall, driveway, path, landscaping or other improvements of any nature shall be commenced or constructed prior to receiving approval by said Committee in writing or by verbal permission. The Committee shall ascertain that the exterior design and exterior finishes of any structure are in harmony with the above-stated goals and standards to the end that the dwellings located in the subdivision are uniform and aesthetically pleasing, without the utilization of garish colors or architectural design. In fact, the Committee shall be the sole arbitrator of said exterior design and finish and may withhold approval for any reason, including purely aesthetic considerations.

b) Meetings of the Committee may be held at such time and place as the members shall determine, and provided a majority of the whole Committee is present no prior notice is necessary. At all meetings of the Committee, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members present at a meeting at which a quorum is present shall constitute a decision of the Committee. Meetings by means of telephone conference call are expressly permitted.

c) The members of the Committee shall not be liable to lot owners for any mistake of judgment, negligent or otherwise, except for their own individual and willful misconduct or bad faith.

d) The members of the Committee shall not receive any compensation from the Committee or the lot owners for their services thereon.

e) For good cause shown, the Committee shall have the authority to waive all or any part of the hereinafter set forth restrictive covenants as to minimum square footage where the proposed improvement, because of unusual or extraordinary shape or design, does not meet said minimums, but such improvement will in the sole discretion of said Committee be a complementary asset to the Development. The Committee shall also have the authority to waive such other restrictive covenants, hereafter set forth, upon good cause shown, where such waiver, in the opinion of the Committee, shall not compromise the high esthetic standards of the development.

f) By way of example, and not in limitation, the power and authority of the Committee shall include approval/rejection/enforcement of the following items:

1. General construction plans
2. General construction specifications
3. Exterior paint colors
4. Roof materials/color
5. Roof pitch - MINIMUM 8/12
6. Exterior materials/colors
7. General landscape plans

8. LANDSCAPE MATERIALS - ALL HOUSES MUST BE LANDSCAPED UPON COMPLETION OF HOUSE FOR OCCUPANCY.
 9. Landscape plantings/size/quantity
 10. Yard or exterior ornaments/size/color
 11. Exterior lighting/size/location
 12. Lot topography recontouring
 13. Location of any improvement upon lot
 14. Off street parking of any motorized vehicle not housed within the dwelling
 15. Fences - materials/colors/locations/dimension - (wrought iron and/or brick will be encouraged)
 16. Grass cutting/Landscape maintenance - enforcement
 17. Satellite dishes - Permission on each lot is at the discretion of the Architectural Review Committee.
 18. Restrictive covenants - enforcement
- Exterior maintenance of all improvements

SECTION 3. ARCHITECTURAL REVIEW COMMITTEE EASEMENT. There shall be a general right-of-way and easement for the benefit of the Committee, its officers, agents and employees to enter upon the lots or buildings to perform their respective duties and to exercise their powers as enumerated in these covenants.

In addition to the foregoing, the following restrictions, limitations and covenants shall be binding on each lot purchaser, their heirs, successors and assigns:

ARTICLE V
ARCHITECTURAL, MAINTENANCE, AND USE RESTRICTIONS

SECTION 1. LOT USE. No lot may be used for any purpose except for the construction and maintenance of a residential building of traditional design. No such residential structure on any such lot shall be designed, constructed or used for more than one family. Group homes are expressly prohibited.

SECTION 2. RESUBDIVISION. No lot shall be resubdivided, but shall remain as shown on the recorded plat and not more than one residence building may be constructed or maintained on any one lot. A slight variance in the property lines may be made by adjacent owners, but not for the purpose of subdividing into more lots. The foregoing notwithstanding, two or more lots may be combined (with approval of Rutherford County and the Architectural Review Committee) to accommodate a single dwelling house or a slight variation of the property line separating adjacent lots.

SECTION 3. NUISANCE/ANIMALS. 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, provided that they are not kept for commercial purposes. The Committee shall have authority over all animals and shall have the right to order the removal or any special control measures as to any animal which becomes, in the sole opinion of the Committee, a nuisance or hazard to the health and welfare of the development.

SECTION 4. TRAILERS, ETC. No trailer, prefabricated house, basement house, tent, garage, barn or other outbuilding shall be erected or used as either a temporary or permanent residence.

SECTION 5. SETBACK LINES. 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, cantilevered bay windows or fireplaces, steps or terraces shall be permitted to extend across the setback lines; PROVIDED FURTHER, HOWEVER, that the main structure does not violate the setback line. Notwithstanding, nothing in this section gives permission or easement to violate building codes established by the City of Murfreesboro Building & Codes Department.

SECTION 6. CITY OF MURFREESBORO. All owners of lots in the development shall consult with the appropriate officials of the City of Murfreesboro before installation of any driveway, culvert or other structure within the dedicated roadway and such placement or construction shall be done in accordance with the rules and regulations of said Rutherford County.

SECTION 7. DRIVEWAYS. All driveways shall be smooth or stamped or aggregate finished concrete and completed not later than the initial occupancy of the dwelling house.

SECTION 8. FENCES. The only fences which shall be permitted on lots shall be those erected with the express written permission of the Committee, which is charged to ensure that said fences conform to the general character and atmosphere of the neighborhood. The Committee may require, as a condition of approval, the use of hedges or other greenery as screening for the fence. All fences shall be maintained in good repair, and owners agree to abide by reasonable directives for repairs and maintenance as may be made by the Committee.

All perimeter fences shall be precisely 4 feet in height and must be constructed of matching brick, vinyl and/or aluminum/wrought iron. Said fence may not extend closer to any street than 15 feet from behind the **front** corners of the house nor closer than 2 feet from each side lot line and 2 feet from the rear lot line.

On all fences, the exact description and material of the fence, showing the exact location of the lot, house and fence must be submitted to the Committee for approval. No fence shall be located upon or within a dedicated easement (public utility, sewer, access, drainage, etc.).

SECTION 9. ACCESSORY VEHICLES. Recreational vehicles, such as golf carts, and/or yard mowing equipment, must be kept in garages or screened from view of all neighbors and from the front view of the house. The storage of said vehicles shall be subject to the approval of the Committee. No inoperable nor junk vehicles shall be parked on any lot, nor on the street. **Boats, campers, trailers and motor homes are prohibited unless garaged at all times.** All licensable vehicles shall have current license plates and registration. No vehicle of any kind shall be parked on the street.

SECTION 10. SIDEWALKS. Each lot owner shall cause to be constructed on said lot owner's lot a concrete sidewalk. Said

sidewalk shall be 4' in width and shall be constructed parallel with the rear edge of the street curb, allowing for a 2' greenway between said rear curb edge and the front edge of the sidewalk and shall extend for the width of the lot, driveway entrance excluded. Said sidewalk shall be constructed of a concrete type and to specifications as required by the City of Murfreesboro street department. No dwelling house shall become occupied for residency until the sidewalk is completed and approved by the said City of Murfreesboro Building & Codes Department.

SECTION 11. MINIMUM SQUARE FOOTAGE. The minimum square feet of heated living area in any residence with an attached two-car garage shall be 1,300 square feet. As to two-story dwelling houses, the first floor shall have a minimum of 1000 square feet of heated living space. Additionally, floor to ceiling heights on the first or main floor of all dwellings shall be nine (9) feet minimum. **On the following specific lots, the total minimum square feet of heated living space shall be 1200 square feet and shall include lot numbers: 243, 250, 259, 261, 264 and 281.**

SECTION 12. GARAGES. All garages entries can be oriented to open from any direction. Each owner shall be required to install and maintain an operational garage door opener. All garage doors shall remain closed, except for the actual ingress and egress therein. There shall be no detached garages or other accessory buildings constructed or located on the premises unless prior approval in writing is granted by the Committee. All dwelling houses shall have an attached garage of a size adequate to accommodate a minimum of two full size automobiles, unless a two-car or larger detached garage has been authorized.

SECTION 13. EXTERIOR MATERIALS. Any dwelling constructed on any lot shall have an exterior construction of not less than 10% brick, stone, cultured stone, drivet or stucco to grade, unless expressly approved otherwise by the Committee due to the type or style of the house.

Any siding or covering of a non-masonry nature used in the exterior construction shall be a painted, stained or otherwise colored surface. Any variance must be pre-approved by the Committee.

SECTION 14. SWPPP. All contractors constructing houses on any lot shall abide by the Storm Water Prevention and Protection Plan established by the Developer for this project. In addition, the contractor must also design a SWPPP for the lot(s) that are being improved and ensure that the erosion prevention and sediment control devices or structures are inspected and repaired as needed in order to retain all sediment and trash on that lot(s). In the event that sediment, rock, dirt, mud, or any debris are tracked on the roadways or in any way leave the building site, the contractor is responsible to clean the roadways immediately and no later than the end of the business day. Contractors or owners found in violation of this section will be assessed a \$100.00 per day fee for every lot found in violation. Contractors found to have damaged or destroyed erosion prevention and sediment control devices installed by the Developer shall replace the said damaged or destroyed devices at his/her expense and within 48 hours of the occurrence.

SECTION 15. ACCESSORY BUILDINGS. Any detached garage or other accessory building shall not exceed one story in height and shall be subject to the pre-approval of the Committee. Said

building shall be to the rear of the lot, but not less than ten (10) feet from any side or rear lot line, and in no case closer than the house is to any street. Said garage or accessory building shall be erected as one building and no garage shall contain room for more than three cars. Any accessory building must be of a permanent type and shall be "stick built" on site in a design and material as would be compatible with the main residence (if residence is brick, accessory building shall be 30% brick, etc). Prefabricated or pre-built garage or accessory buildings are not permitted.

SECTION 16. EXTERIOR MAINTENANCE. Each owner shall be responsible for the safe, clean and attractive maintenance of all lands, buildings, improvements and landscaped areas on any lot. All lots must be kept clear and clean of all litter.

SECTION 17. SATELLITE DISHES. Satellite dishes shall be permitted provided that the overall diameter does not exceed 24" and the location of the dish shall be subject to approval and/or requirements of the Committee at its sole discretion on each improved lot. Further, said satellite dishes shall be located so as not to be visible from the street upon which the house fronts.

SECTION 18. MAXIMUM BUILDING TIME. Every dwelling house shall be constructed and completed, start to finish, within 360 days of visible commencement of construction.

SECTION 19. ENFORCEABILITY/ATTORNEY FEES. These protective covenants shall be enforced by the Committee herein created; and/or the Plantation South Homeowners Association; and/or 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. In the event litigation is implemented for the enforcement of these covenants, the prevailing party shall be entitled to an award of attorney fees as additional damages.

SECTION 20. CLOTHESLINES. No outside clotheslines shall be permitted.

SECTION 21. MAILBOXES. All mailboxes shall be of uniform size, color and design as determined by Developer (consistent with the style currently being used in Section Four (4) of Plantation South Subdivision). Non-conforming mailboxes shall not be permitted. The initial mailbox erected with any new dwelling house shall be purchased by lot owner from Steven White Company, LaVergne, TN 37086. Any replacement mailboxes shall be substantially identical to the original. The contact number for Steven White Co. is 615-793-8817.

SECTION 22. YARD AND GARAGE SALES. Individual yard sales, garage sales and any type of premises sale is expressly prohibited. However, semi-annual one-day entire neighborhood sales may be permitted by pre-approval of the Architectural Review Committee.

SECTION 23. RESTRICTIVE COVENANTS. ***Original and successor lot owners shall be responsible for furnishing new owners a copy of the hereof restrictive covenants.***

SECTION 24. BASKETBALL GOALS. Permanent placement of basketball goals are prohibited. Basketball goals of a movable type shall be stored indoors when not in actual use.

SECTION 25. SWIMMING POOLS. Swimming pools shall be allowed only on Lots approved by the Association and shall be located at the rear of a residence. All swimming pools shall have a perimeter enclosure, the plans for which, including landscaping plans, must be approved by the Architectural Review Committee. The construction of any swimming pool shall conform to all applicable government regulations. No above-ground swimming pools shall be permitted.

SECTION 26. STORAGE TANKS AND REFUSE DISPOSAL. No exposed above-ground tanks or receptacles with a capacity of more than 20 gallons shall be permitted for the storage of fuel, water, or any other substance, except for refuse produced through normal daily living and of a nature which is satisfactory for pick-up by the Department of Public Works or its equivalent. As to propane gas tanks with a capacity of 20 gallons or less, said tanks may be located above ground, provided, their location shall be screened by landscaping or fencing of a design as pre-approved by the Architectural Review Committee. Incinerators for garbage, trash or other refuse shall not be used or permitted to be erected or placed on any Lot. All equipment, coolers, and garbage cans shall be concealed from the view of neighboring lots, roads, streets and open areas.

SECTION 27. OUTSIDE LIGHTING. Outside lights at eaves and door entrances shall be permitted, but no exterior flashing or high-intensity lights, floodlights, or spotlights on the exterior of any building shall be permitted, except with the prior written approval of the Association. Tasteful accent lighting is encouraged and security lighting which does not create a nuisance for other Lot Owners is permitted. The Association reserves the right to require any Lot Owner to deactivate or remove any light which the Association deems to be unattractive or a nuisance to other Lot Owners. Tasteful holiday decorative lighting is permitted from Thanksgiving until January 7 subject to any rules established by the Association regarding the types and extent of such lighting.

SECTION 28. WINDOW UNITS. All supplements to the central air conditioning system must be used, erected, placed or maintained to the rear of the main residential structure. No window or wall type air conditioning unit shall be permitted to be seen from the street view of any Lot and all such units shall be installed flush with the exterior wall surface.

SECTION 29. RECREATIONAL EQUIPMENT. All playground and recreational equipment must be used, erected, placed or maintained to the rear of all Lots. Wood construction for such equipment is encouraged. No metal play equipment is allowed. No tree houses, play houses or other such structures shall be allowed except as may be specifically allowed by Rules of the Association.

SECTION 30. MAINTENANCE. All Lots, together with the exterior or all improvements located thereon, shall be maintained in a neat and attractive condition by their respective Owners or Occupants. Such maintenance shall include, but not be limited to, painting, repairing, replacing and caring for roofs, gutters, down

spouts, building surfaces, patios, walkways, driveways and other exterior improvements.

The Owner or Occupant of each Lot shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and all trees and shrubbery pruned and cut. In addition, each Lot Owner shall be responsible for maintaining the right of way and any Common Area between such Lot Owner's Lot and the street.

Each Lot Owner agrees to abide by rules which may be established by the Association regarding specifics on maintenance of Lots and residences on the Lots as well as any requirements regarding plantings on Lots. No Lot shall be used for storage of material and equipment, except for normal residential requirements or incident to construction of improvements thereon as herein permitted.

The accumulation of garbage, trash or rubbish of any kind and the burning (except as permitted by law) of any such materials is prohibited. In the event of default on the part of the Owner or Occupant of any Lot in observing the above requirements or any of them, each default continuing after ten (10) days' written notice thereof, the Association may, subject to approval of its Board of Directors, enter upon said Lot, repair, maintain and restore the same, cut or prune or cause to be cut or pruned, such weeds, grass, trees and shrubbery and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions and to place said Lot in a neat, attractive healthful and sanitary condition. In so doing, the Association or its agents shall not be subject to any liability for trespass or otherwise. All costs incurred in any such repair, maintenance, restoration, cutting, pruning or removal shall be charged against the Owner of such Lot as the personal obligation of such Owner and as a lien upon the Lot, enforceable and collectible in the same manner and to the same extent as a maintenance assessment. Any Occupant of such Lot shall be jointly and severally liable with the Owner of the payment of such costs.

SECTION 31. DAMAGE DESTRUCTION OR MAINTENANCE. In the event of damage or destruction to any structure located on the Property, the respective Owner thereof agrees as follows:

- (a) In the event of total destruction, the Owner shall promptly clear the Lot of debris and leave the same in a neat and orderly condition. Within one hundred twenty (120) days of any insurance settlement, the Owner must commence to rebuild and reconstruct the structure. Any such rebuilding and reconstruction shall be accomplished in conformity with the plans and specifications of the original structure so destroyed, subject to any changes or modifications as approved by the Developer or the Association or Architectural Review Committee, as the case may be, in accordance with this Article V hereof.
- (b) In the case of partial damage or destruction, the Owner shall as promptly as an insurance adjustment may be made, cause the damage or destruction to be repaired and restored in a first class condition in accordance with the plans and specifications of the original structure and in conformity with its original exterior painting and décor. Any change or alteration must be approved by the Developer or the Association, as the case may be, in accordance with Article V hereof. In no event shall any damaged structure be left unrepaired and unrestored for

in excess of one hundred twenty (120) days from the date of the insurance adjustment.

- (c) If the correction of a maintenance or repair problem incurred on one Lot necessitates construction work or access on another Lot, both Owners shall have an easement on the Property of the other for the purpose of this construction. Each party shall contribute to the cost of restoration thereof equally, unless such damages was caused by the fault of any Owner, in which event the Owners shall allocate the cost of restoration in proportion to the relative fault of the parties.

SECTION 32. HOBBIES AND ACTIVITIES. The pursuit of any inherently dangerous activity or hobby, including, without limitation, the assembly and disassembly of motor vehicles or other mechanical devises, the shooting of firearms, fireworks or pyrotechnic devises of any type or size, the use of bows and arrows and other such activities shall not be pursued or undertaken on any part of any Lot or upon the Common Areas.

SECTION 33. USE OF COMMON AREAS AND AMENITIES. The Association, if established, may publish regulations from time to time governing the use of all of the Common Areas including all amenities located thereon. Such regulations may be enforced in the same manner as the provisions of this Declaration. No Lot Owner shall be allowed to make improvements on any portion of the Common Areas.

SECTION 34. DRAINAGE. No Lot Owner shall place fill on any lot or place fences, trees or landscaping in such a location or position that will interfere with the existing drainage on or from other Lots or the Common Areas.

SECTION 35. CURB CUTS AND DAMAGE. Any builder or Owner who makes a curb cut or damages any Common Areas shall be responsible for repairing same at his sole expense and at the direction and to the satisfaction of the Developer or the Association. Builder or Owner shall reimburse Developer for the cost of any such repairs if Developer repairs damages.

SECTION 36. REAL ESTATE/SIGNS. No sign or emblem of any kind may be kept or placed upon any dwelling house, or mounted, painted or attached to any dwelling, fence or other improvement located on a dwelling house so as to be visible from public view or mounted on any vehicle or trailer parked or driven in the Property or carried by any person or by any other means displayed within the Property except the following:

a. An Owner may display an address sign or marker in the form and style first installed by the Developer or Builder of the dwelling house, or in such other form or style approved by the Architectural Review Committee.

b. Signs or billboards may be erected by the Developer.

c. Political signs no larger then 12 square feet may be erected upon a lot by the Owner of such dwelling house advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal

provided that such signs shall not be erected more than thirty (30) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election.

d. Real Estate "For Sale" signs are permitted on the front of each lot that is for sale. Any real estate for sale sign must be professionally produced even if it is for sale by owner. The said real estate for sale signs must be smaller than twelve (12) square feet.

e. Notwithstanding the foregoing, Owners erecting or displaying signs permitted by this Section shall comply with all local and state laws, ordinances and regulations governing such signs, including any requirements for permits. This paragraph shall not be deemed to permit any signs except those specifically enumerated herein or approved by the Architectural Review Committee. No sign of any kind shall be erected by an Owner or occupant without the prior written consent of the Architectural Review Committee, except (1) such signs as may be required by legal proceedings; and (2) not more than one (1) professional security sign of such size deemed reasonable by the Architectural Review Committee in its sole discretion. Unless in compliance with this Section, no signs shall be posted or erected by any Owner or occupant within any portion of the Properties, including the Common Area, any dwelling house, any structure or dwelling located within the Common Area or any dwelling house (if such sign would be visible from the exterior of such structure or dwelling as determined in the Architectural Review Committee's sole discretion).

Developer and the Architectural Review Committee reserve the right to prohibit signs and to restrict the size, content, color, lettering, design and placement of any approved signs. All signs must be professionally prepared. This provision shall not apply to entry, directional, or other signs installed by Developer or its duly authorized agent as may be necessary or convenient for the marketing and development of the Property.

SECTION 37. RULES AND REGULATIONS. The Association, if established, shall have the right to pass rules and regulations governing additional aspects of and imposing additional restrictions on the use and maintenance of the Lots and use of and maintenance of Common Areas. Said rules and regulations may include (without limitation) the right to make additional special assessments against specific lot owners as a result of a Lot Owner's (or any agent or invitee of a Lot Owner) violation of any of the terms of this Declaration or of any rules or regulations promulgated hereunder. In addition, the rules and regulations may provide that Lot Owners shall be responsible for maintenance of limited portions of Common Areas immediately adjoining their lot. Any and all assessments made pursuant to the rules and regulations shall be deemed assessments properly made pursuant to the terms of this Declaration and may be collected by the Association in accordance with the provisions as contained herein. In addition, the Rules and Regulations may include (without limitation) restrictions and rules regarding any and all aspects of the use of the Lots and residences thereon as well as the common areas regarding any matter which the Association believes should be

regulated in order to preserve the desirability and attractive and/or provide for maintenance of the Development if the Association reasonably determines that such rules and regulations shall benefit the overall Development. Specifically, and with limiting any additional matters which may be addressed in the Rules and Regulations, the Rules and Regulations may regulate lawn art, lighting, neon signs, interior window coverings that are visible from the street, and holiday decorations. In addition, the board of Directors of the Association shall have the power to set, assess, and collect fines from Lot Owners for violations of this Declaration or any Rules of the Association.

**ARTICLE VI
INSURANCE**

SECTION 1. COMMON AREA. There are no common areas that are part of this section.

SECTION 2. LOTS. Insurance against damages by fire or other casualty to the improvements on any Lot, liability insurance with respect to occurrences on any Lot, and other insurance relating to each Lot, shall be the responsibility of the individual Lot Owners.

SECTION 3. FIDELITY BONDS. This section intentionally left blank.

SECTION 4. OTHER INSURANCE. This section intentionally left blank.

**ARTICLE VII
EASEMENTS**

SECTION 1. UTILITY EASEMENT. A perpetual easement is reserved on each lot 5 feet in width, contiguous and parallel to each side and rear lot line for the construction and maintenance of utilities, such as drainage, electricity, gas or water main, sewage, etc., and no structure of any kind shall be erected or maintained upon or over said easement. This perpetual easement is in addition to any and all easements as shown on the recorded plat.

SECTION 2. LANDSCAPE EASEMENT. This section intentionally left blank.

SECTION 3. DEVELOPER EASEMENT. Developer hereby reserves unto itself, its 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 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 maintenance of such other facilities and equipment as in the sole discretion of Developer may be reasonably required, convenient or incidental to the completion, improvement and sale of lots.

**ARTICLE VIII
GENERAL PROVISIONS**

SECTION 1. ENFORCEMENT. The Association, or any Lot Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Developer, Association, or by any Lot Owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. VOIDABILITY. 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.

SECTION 3. DURATION AND AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of those Owners then owning the Lots has been recorded prior to the expiration of said 30-year period or any said 10-year period, as the case may be, agreeing to terminate said covenants or to modify said covenants in whole or in part for the next 10-year period. Except as provided below, the provisions of this Declaration may be amended by Developer, without joinder of the Owner of any Lot, for a period of five (5) years from the date of recordation of this instrument. Thereafter, this Declaration may be amended by the affirmative vote of at least three-fourths (3/4ths) of the votes of the Owners. No such amendment shall be come effective until the instrument evidencing such change has been filed of record signed by the required number of Lot Owners. In addition, notwithstanding anything to the contrary contained herein, Developer reserves the right to file any amendments that may be necessary to correct clerical or typographical errors in this Declaration with regulations of the Federal Home Loan Mortgage Corporation, Federal Housing Administration, the Veterans Administration or other applicable regulations that may be necessary to assure lender approval of the Subdivision. For so long as the Developer maintains ownership of any Lots, any amendments which would provide the annexation of additional properties, the merger of the Subdivision with any other similar project or the consolidation of the Subdivision with such similar project, the mortgaging of Common Areas, the dedication of Common Areas, or the dissolution or amendment of the provisions of this Declaration, shall require the prior written approval of the Veterans Administration or the Federal Housing Administration, if such approval is required by said agencies as a condition to making loans on homes constructed in the Subdivision.

However, such approval shall not be required in order to subject the Property described in Section 9 below to this Declaration.

SECTION 4. APPOINTMENT OF SUCCESSOR DEVELOPER; RESIGNATION OF DEVELOPER. Developer reserves the right to assign its rights as Developer to any other person as to all or any portion of the Property by written instrument specifically setting out such assignment and any such assignee shall become the Developer hereunder upon such assignment with respect to the portion of the Property so assigned. Developer shall have the right at any time upon sixty (60) days written notice to the Association to resign as Developer of the Subdivision and shall thereafter be freed from any and all obligations imposed upon Developer upon the effective date of such resignation. Any representatives of Developer on the Association's Board may also resign at any time upon written notice to the Association.

SECTION 5. HEADINGS AND BINDING EFFECT. Headings are 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 person claiming by, through or under Developer.

SECTION 6. UNINTENTIONAL VIOLATION OF RESTRICTIONS. In the event of unintentional violation of any of the foregoing restrictions with respect to any Lot, the Developer or its successors reserves the right, but shall have no obligation, (by and with the mutual written consent of the Owner or Owners of such Lot) to change, amend, or release any of the foregoing restrictions as the same may apply to that particular lot.

SECTION 7. BOOKS AND RECORDS. The books and records of the Association, if established, shall, during reasonable business hours, be subject to inspection by any member upon five (5) days written prior notice. The charter, By-Laws of the Association and this Declaration shall be available for inspection by any member at the principal office of the Association where copies may be purchased at a reasonable cost.

SECTION 8. CONFLICTS. In the event of any conflict between the provisions of this Declaration and the By-Laws of the Association, the provisions of this Declaration shall control.

SECTION 9. STATE OF TENNESSEE. These restrictions shall be interpreted according to the laws of the State of Tennessee.

SECTION 10. COURTS OF JURISDICTION. Application for judicial enforcement of the hereof restrictions shall be only in either the General Sessions or Chancery Court for Rutherford County, Tennessee.

SECTION 11. SUCCESSORS BOUND. Each and every one of the preceding covenants and restrictions shall be binding and obligatory upon the present and all succeeding owners of lots or any part thereof, until January 1, 2035, at which time these protective covenants and restrictions shall be automatically renewed for successive periods of ten (10) years; however, said protective covenants and restrictions may be changed in whole or in part by a three-fourths (3/4) majority vote of the owners

WITNESS MY HAND and official seal at office in Murfreesboro, Tennessee, this the 23rd day of February, 2007 2006.

Jenny Verena Landry
Notary Public

My Commission expires

November 2008



**EXHIBIT A
PROPERTY DESCRIPTION**

Being all of Lots 240 through 282, inclusive, PLANTATION SECTION VII, according to plat and survey of same appearing of record in Plat Book 30, page 223, of the Register's Office of Rutherford County, Tennessee, to which plat reference is hereby made for more complete details as to location and description of said lot.

**Record Book
717 Pgs 1136**

Jennifer M Gerhart, Register
Rutherford County Tennessee

Rec #: 506714
Rec'd: 80.00 Instrument #: 1478991
State: 0.00
Clerk: 0.00 Recorded
EDP: 2.00 2/26/2007 at 11:55 AM
Total: 82.00 in
Record Book 717 Pgs 1121-1136