Prepared By: Jim Henry, Attorney at Law, Tullahoma, TN
FAIRWAYS COMMUNITY ASSOCIATION

AMENDED AND RESTATED RESTRICTIVE AND PROTECTIVE COVENANTS FOR FAIRWAYS SUBDIVISION, PHASES I AND II

This amendment and restatement is executed for the purpose of amending and restating those certain Restrictive and Protective Covenants for Fairways Subdivision, Phases I and II dated December 23, 1989, of record in Trust Deed Book 294, page 25 in the Register's Office of Coffee County, Tennessee, and as amended by a First Amendment of record in Trust Deed Book 391, page 867 in the Register's Office of Coffee County, Tennessee (collectively, the "Original Covenants").

WHEREAS, Article VIII(B) of the Original Covenants provides that the declarations may be amended at any time, and from time to time, by an agreement signed by the owners of at least fifty-one percent (51%) of the lots subject thereto, which amendments shall not become effective until the instrument evidencing such changes has been filed in the Register's office of Coffee County, Tennessee, and

WHEREAS, Article VIII (B), as amended, permits either owner of jointly owned lots to vote for both owners, and

WHEREAS, the undersigned, constituting a majority of the lot owners in Fairways Subdivision, Phase I and II, desire to amend and fully restate said Original Covenants as set forth herein, which amendments are applicable to all of the lots in Phase I and Phase II of the Fairways Subdivision, and

WHEREAS, there exists a homeowners association for the Fairways Subdivision known as the Fairways Association (changed herein to the "Fairways Community Association"); and

WHEREAS, members of the Association are owners of a development in Coffee County, Tennessee, known as Fairways Subdivision, Phase I and Phase II, a plat of which is of record in Plat Cabinet 185-B and Plat Cabinet 199A, in the Register's Office of Coffee County, Tennessee; and

WHEREAS, it is in the best interest of the members of the Association as well as to the benefit of every person or entity hereafter acquiring any of the property within said subdivision that certain covenants, conditions, easements, assessments, liens and restrictions governing and regulating the use and occupancy of said property be established, fixed and set forth, and declared to be running with the land; and

WHEREAS, the Association and its members desire to provide for the preservation of the values and amenities and the desirability and attractiveness of the real property in the Fairways Subdivision, both Phases One and Two (herein collectively referred to as "Fairways Subdivision") and for the continued maintenance and operation of such common areas as may be provided.

NOW THEREFORE, in consideration of the premises, the undersigned majority of the Lot Owners, on behalf of all Lot Owners, and pursuant to the modification powers set forth above, do hereby amend and restate the Original Covenants, and agree with any and all persons, firms, corporations, or other entities hereafter acquiring any of the property hereafter described, that the

same shall be and is hereby subject to the following restrictions, covenants, conditions, easements, assessments and liens (all herein collectively referred to as "restrictions or declarations") relating to the use and occupancy thereof, said restrictions to be construed as covenants running with the land, which shall be binding on all parties, having or acquiring any right, title or interest in the described properties or any part thereof, and which shall inure to the benefit of each owner thereof. Every person or other party hereafter acquiring any of the within described property made subject to this declaration, by acceptance of a deed or other conveyance of any interest in or to said property, and regardless of whether the same shall be signed by such person, and whether or not such person shall otherwise consent in writing, shall take such property interest subject to this declaration and to the terms and conditions hereof, and shall be deemed to have assented to same.

ARTICLE I
DEFINITIONS

The following words when used in this declaration or any supplemental declaration hereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

A. "Fairways Community Association," hereinafter called the "Association" is a non-profit unincorporated association (which may, by a majority of the Owners of the Lots be subsequently incorporated as a non-profit corporation, in which case all references herein to the Association shall be considered to refer to the Association, as incorporated) or its successors or assigns.

B. "Common Area(s)" shall mean and refer to any property, real or personal, owned by the Association, for the prior and superior but non-exclusive use, benefit and enjoyment of the Members of the Association, subject to the provisions of this declaration. The common areas may be shown on the plat of the Fairways Subdivision, and shall consist of signage and decorative landscaped areas at the entrances to the subdivision on both Ovoca Road and Country Club Drive, two (2) golf cart paths; one located between Lots 38 and 39, connecting Carnoustie Court and Lakewood Country Club Golf Course property, and the second located between Lots 5 and 6, and connecting Fairways Boulevard North and Lakewood Country Club Golf Course property or as shown on the plat, the sprinkler system for landscaping at the entrances to the Subdivision, and any utilities serving any of the foregoing.

C. "Declaration" shall mean and refer to this declaration of covenants, conditions and restrictions applicable to the properties and which is recorded in the Register's Office of Coffee County, Tennessee, together with any modifications or additions made pursuant to the terms of this document.

D. "Lot" shall mean and refer to any plot of land to be used for single family residential purposes and so designated on any subdivision plat for the Fairways Subdivision.

E. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee interest in any Lot which is a part of the Fairways Subdivision, excluding, however those parties having such interest merely as a security interest for the performance of an obligation.

F. "Member" shall mean and refer to any person who is the owner of a Lot and as such is a Member of the Association.

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

H. "Fairways Subdivision," or the "Subdivision" shall mean and refer to Fairways Subdivision, Phases I and II, in Coffee County, Tennessee.

ARTICLE II
PROPERTY DESCRIPTION

The property which is subject to this declaration is located in Coffee County, Tennessee and is shown on a plat prepared by Max Northcutt, of record in Plat Cabinet 185-B and Plat Cabinet 199A, in the Register's Office of Coffee County, Tennessee.

ARTICLE III
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

A. Membership.

1. Every person or entity who is the Owner of record of a fee interest in any Lot shall be a Member of the Association, subject to and bound by the Association's by-laws, rules and regulations. This is not intended to include persons who hold a security interest in or mortgage on any Lot as collateral for the performance of an obligation. When any Lot is owned of record in joint tenancy or tenancy in common, or by some other legal entity, the Membership to such Lot shall be joint and the right of Membership (including the voting power arising therefrom) shall be exercised only as stipulated in Section B below.

2. No Membership or initiation fee shall be charged, however Members shall be required to pay amounts necessary to carry on the business of the Association and to pay when due the charges, assessments and special assessments levied upon each Members' Lot as specified in the declaration, the by-laws, or as the Members of the Association may from time to time hereafter adopt.

B. Voting and Voting Rights.

1. The voting rights of the Membership shall be appurtenant to the ownership of a Lot. The Owners of each Lot shall have one (1) vote for each Lot which they own. When two or more persons hold an interest in any Lot, the vote for such Lot shall be exercised by one of such persons as proxy and nominee for all persons holding an interest in a Lot, and in no event shall more than one (1) vote be cast with respect to any Lot.

2. Any Member who is delinquent in the payment of any charges duly levied by the Association against a lot shall not be entitled to vote until all such charges together with such reasonable penalties as the officers the Association may impose, have been paid.

3. Except as specifically set forth herein, on all matters, twenty-five percent (25%) of the votes entitled to be cast shall constitute a quorum, and a majority of the votes present at such quorum shall carry any vote.

ARTICLE IV
COMMON AREA PROPERTY RIGHTS AND DUTIES

A. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and pass with the title for every Lot, whether or not mentioned specifically in the deed to said Lot, subject to the provisions of this declaration, and the by-laws of the Association, including but not limited to the following:

1. Subject to the provisions of this declaration, the right of the Association to limit the use of the Common Area to Owners, their families and guests.

2. The right of the Association to suspend the enjoyment rights of an Owner for any period during which any assessments against his Lot remains unpaid, or for any infraction of the Associations published rules and regulations.

3. The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by the Members.

B. Every Owner shall have an interest in all the property owned by the Association as is represented by the ratio of the total number of Lots owned by said Member to the total number of Lots in the Subdivision.

C. It shall be the duty of the Association to maintain all Common Areas, however this duty shall only exist for the benefit of all Lot Owners and is not intended to be for the benefit of third parties.

ARTICLE V
MAINTENANCE ASSESSMENTS

A. Annual Assessment. For each Lot owned within the Subdivision, every Owner covenants and every subsequent Owner of each such Lot, by acceptance of a deed is deemed to covenant and agree to pay to the Association annual assessments or charges for the creation of a maintenance fund in amounts to be established from time to time by the Association, and special assessments as approved by the Members from time to time. The total assessments shall be divided by the total number of Lots and applied equally to each Lot Owner based on the number of Lots owned.

B. Purpose of Assessments. The assessments levied by The Association shall be used to provide funds for such purposes as the Association may determine or for the benefit of its Members, or to promote the health, safety and welfare of the residents of the Subdivision, or for the acquisition, improvements or maintenance of properties or facilities related to the use and enjoyment of the Common Areas, including but not limited to the cost to repair, replacement or additions thereto; and for the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance or any other needs as may arise at the discretion of the Association.

C. Creation of the Lien and Personal Obligation of Assessment. In order to secure payment of each assessment, after the due date there shall attach a continuing lien against each Lot, the amount of which shall include costs, reasonable attorney's fees and interest at the lower of (i) the rate of ten percent (10%) per annum, simple interest, or (ii) the maximum legal rate allowed by law, from the due date. Each assessment together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment fell due.

D. Exempt Property. The assessments and liens created under this Article shall not apply to any Common Area, nor shall it apply to any Lot which is vested in any first mortgagee (if a financial institution) subsequent to foreclosure, provided however that upon the resale of such property by such first mortgagee the assessment and lien provided herein shall again commence and accrue.

E. Special Assessments. In addition to the annual assessments authorized above, the Association may levy any special assessment approved by the Association, provide that it is approved by a majority of the votes entitled to be cast at any meeting called for such purpose.

F. Notice and Quorum for any Special Assessments. Written notice of any meeting called for the purpose of making any special assessments shall be sent to all Members not less than five (5) days nor more than sixty (60) days in advance of the meeting.

G. Date of Commencement of Annual Payments, Due Dates and Certificate of Payment. Annual assessments provided for herein have already commenced pursuant to the Original Covenants. At least thirty (30) days before January 1st of each year, the Association shall fix the amount of the annual assessment against each Lot, and in the event they fail to do so, the assessment rate shall be the same as assessed for the prior year. Written notice of any changed assessments shall be sent to every Owner. The due dates of the payment of annual and special assessments shall be established by the Association. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid to date.

H. Remedies of The Association. The Association, its agent or representative may bring an action at law or in equity against the Owner personally obligated to pay the assessment, or foreclose the lien against the Lot to which the assessment relates in the general manner as if it were a mechanic's or materialman's lien, pursuant to T.C.A. § 66-11-101, et seq, as amended (with liberality in construction in favor of the Association, for collection of the assessment). No Owner

may waive or otherwise escape liability for the assessments by the non-use of the Common Area or by abandonment of his Lot.

I. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any deed of trust or mortgage on any Lot filed prior to the date any assessment lien is filed in the Register's Office pertaining to said Lot. Sale or transfer of any Lot shall not affect any assessment lien. The sale or transfer of any Lot pursuant to a foreclosure shall extinguish any lien filed subsequent to the filing of said mortgage, as to payments which came due prior to such sale or transfer, but the Association shall have a lien upon the proceeds from foreclosure, after said mortgage.

ARTICLE VI
ARCHITECTURAL MAINTENANCE AND USE RESTRICTIONS

The Architectural Review Committee (hereinafter known as the "Committee") shall have the right to enforce the restrictions set forth in this Article. The following Architectural Maintenance and Use Restrictions shall apply to every Lot within the Subdivision.

A. Approval of Plans and Architectural Control Committee.

1. No construction, reconstruction, material exterior remodeling, alteration or addition to any structure, building, fence, wall, drive, swimming pool, or improvement of any nature shall be constructed or modified without obtaining the prior written approval of the Committee as to location, plans, and specifications. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, a complete set of the building plans and specifications, elevation drawings for all four sides, the "footprint" location of the house, and the landscaping plans and specifications must be submitted to the Committee. The Association shall be the sole arbitrator of such plans and may withhold approval for any reason in its discretion, including purely aesthetic considerations. Upon giving approval, construction shall be started and prosecuted to completion promptly and in strict conformity with the plans. The Committee shall be entitled to stop any construction in violation of these restrictions. In the event the Committee fails within thirty (30) days after receipt of the plans to approve or disapprove the plans and specifications, approval shall not be required. The Committee shall have the right to charge a reasonable fee for receiving and reviewing each application, in an amount not to exceed Twenty-five Dollars ($25.00).

2. The Committee shall consist of not less than three (3) Members, nor more than seven (7) Members who own Lots. The Committee shall be selected by a majority of the votes cast at the annual meeting of the Association. The Committee members shall serve annually, or until their successors are elected.

B. Assurance of Completion. The Committee may, in its discretion, demand a performance bond in the amount of up to One Thousand Dollars ($1,000.00) on terms and conditions acceptable to the Committee which may be required before construction can commence on any Lot. The bond will insure that all the conditions and requirements involving construction shall be fully met, and that there have been no unsatisfied damages to private or public property in

the process of construction. Upon satisfactory completion of construction as approved, this performance bond shall be refunded to the applicant.

C. Improvements, Setback and Use Restrictions.

1. Setbacks. No building shall be located on any Lot nearer to the front line, rear line or any side line than the minimum setback lines shown on the recorded plat. In no event shall any building be located on any lot nearer than fifty (50) feet to the front Lot property line, or nearer than thirty-five (35) feet to any side street property line (in the case of a corner lot). Nor shall any building be located nearer than ten (10) feet to any interior or side lot line or nearer than twenty-five (25) feet from any rear lot line. For purposes of this covenant, uncovered porches, sidewalks, or driveways, cornices, eaves and chimneys (and other structures permitted by the zoning ordinances of the City of Tullahoma within setback areas) shall not be considered as part of a building or structure.

2. Square Footage. The ground floor living area of the main structure upon any Lot, exclusive of open porches, porticos, garages or breezeways shall be not less than 2,400 square feet for a one-story dwelling. No dwelling of multiple stories or floor levels shall have an overall floor area, exclusive of open porches, porticos, garages, or breezeways of less than 2,400 square feet and shall not be permitted to have a ground floor area of less than 1,400 square feet.

3. Swimming Pools. Swimming pools shall not be nearer than ten (10) feet to any lot line and must be located to the rear of the main dwelling and below ground level. All swimming pools shall be fenced for safety purposes and must be approved by the Architectural Review Committee, who may withhold approval for any reason, including, but not limited to, size, location or aesthetics.

4. Construction Periods. All construction work must be completed with all due diligence. No incomplete structure shall be permitted to exist without active construction for more than ninety (90) days. Construction of any structure shall be completed within twelve (12) months from the date of approval by the Committee. Additionally, all landscaping approved as part of the initial scheme shall be completed within one (1) year from first occupancy of the home located on each Lot.

5. Construction. No building shall be erected on any lot other than detached single family dwellings, not to exceed two and a half (2 ½) stories in height and approved detached appurtenant structures. Foundation blocks must be veneer with either brick or stone. Any detached garages, outbuildings, or other additions must be constructed of the same type of exterior material as the principal dwelling, and must be of a architecturally compatible design with the main residence. No metal outbuildings of any type shall be permitted. No portion of these structures will be permitted to be built in front of the principal dwelling (on the major street side of said property upon which the main dwelling house fronts).

6. No Used Buildings. No old or second-hand building shall be moved onto any Lot or combination of Lots. No person shall live on any lot or combination of lots in temporary buildings, trailers, basements, garages or outbuildings. Children's treehouses, if built, must be

properly constructed so as to present a neat uncluttered appearance, and must be to the rear of the main dwelling house and ten (10) feet from any rear or side lot line.

7. Garages. All dwellings shall provide adequate garage space. Garages which are attached to the dwelling must provide space for at least two (2) automobiles. The doors on the garage shall not face the street. The garage doors shall be closed when not in use.

8. Driveways and Sidewalks. Driveways must be at least ten (10) feet wide. The Owner of each individual Lot shall be responsible for cutting the curb along side the road where the driveway is to be constructed, and for any damage to said curb. Driveways must be constructed of concrete or asphalt, and must be completed upon occupancy of said house.

9. Fencing. No fencings shall be erected or installed until the Lot or Lots adjacent to the Lot being fenced have been developed and successfully drained, without the consent of the Association. No fencing shall be placed across or in any established drainage ditches, except in a manner approved by the Association. Any fence must be no higher than six (6) feet, and must be of a decorative type fence, approved by the Architectural Review Committee. Specifically, no chain link, barbed wire, chicken wire, woven wire or similar fencing shall be allowed.

10. Mailboxes. Each mailbox and replacements thereof, shall be constructed according to plans (as to construction, materials, design and location) approved by the Architectural Review Committee. There are two approved designs – (1) the wooden 4 x 4 post structure, or (2) the metal golf motif design which is consistent with the traffic signs throughout the Subdivision.

11. Visual Obstructions. No visual obstructions (e.g. fences, evergreen trees, tall shrubs, etc.) other than approved mailboxes shall be created or allowed to exist on a permanent basis above four (4) feet in height in the area between the front property line of each Lot and the curb at the margin of the roadbed in front of that Lot. It is the intent of this paragraph to allow a clear generally unobstructed view across the front lawns of all homes. Any interpretation as to what constitutes a "visual obstruction" or a "permanent basis" shall be determined by the Architectural Review Committee, and their decision shall be conclusive and final in all respects.

12. Landscaping. All yards and landscaping shall be maintained in a neat, well maintained status at all times. The Committee shall have the right to determine whether or not a Lot is being properly maintained. Lots shall not be required to be landscaped prior to completion of construction of the main dwelling, but such Lot shall nevertheless be reasonably maintained as an empty lot and mowed so as to not materially detract from the remainder of the Subdivision.

13. Rubbish. No Lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers and said containers must be kept in a clean and sanitary condition. The burning of trash, leaves, clippings, or other debris or refuse shall not be permitted within the Subdivision without the permission of any local governmental bodies having jurisdiction over such burning.

14. Garbage Containers. All garbage containers have to be enclosed or located in the garage or in the rear of the residence. Garbage containers shall be placed at the curb in front

of the residence no earlier than the night before the established garbage pickup days. Garbage containers shall be removed within a reasonable period of time after the garbage has been picked up.

15. Wood and Storage Piles. Woodpiles (a reasonable amount of logs for wood burning fireplaces, neatly stacked), and storage piles shall be in an area approved by the Committee, and shall be walled in or otherwise screened to conceal the same from the view of neighboring Lots, roads, streets or common areas. No lumber, brick, stone, cinderblock, concrete or other building materials, scaffolding, mechanical devices, or any other thing used for building purposes shall be stored on any Lot except for the purpose of construction on such Lot and shall not be stored on such Lot for longer than the length of time reasonably necessary for the construction to completion of the improvements on which the same is to be used.

16. Tanks. No exposed above-ground tanks (except only such public water reservoirs as may be required by the Tullahoma Utilities Board) will be permitted.

17. Utility Lines. All public and privately owned electrical, telephone, cable television, gas, water and sewer lines, and communications lines shall be installed underground.

18. Antenna and Satellite Dishes. Unless expressly approved in writing by the Committee, no outside radio or television transmission tower or receiving antenna, excluding satellite dishes less than one meter in diameter shall be erected by an Owner within the Subdivision. Any permitted satellite dish must be located and installed in a manner and in a location so as to be generally hidden from the front view of the home located on that lot. Notwithstanding the foregoing, in the event that the implementation of this covenant materially restricts transmission or reception or imposes more than minimal costs on Owners to obtain reception or transmission, then satellite dishes one meter or less may be placed so as to obtain transmission or reception, at a location as close as possible to compliance with the spirit and intent of the foregoing requirements and directions of the Committee.

19. Junk Cars. No parking or storing of junk or non-functioning cars is allowed.

20. Clothes Lines. No outside clothes line or other clothes hanging devices shall be permitted.

21. Advertising. No advertising sign of any kind shall be erected or displayed on any Lot without the prior written consent of the Committee, provided however, this requirement shall not preclude the installation by the Association of signs identifying the entire subdivision, nor shall it preclude normal "For Sale" signs.

22. Trailers. No house trailer, boat, boat trailer, camper, tent, shed, motor home, tractor trailers or trailers related thereto ("18 wheelers") or any other such vehicle, trailer, vessel or temporary structure shall be permitted on any Lot unless screened from view of adjoining lots, streets, golf course and common areas, provided, however, temporary buildings shall be permitted during the construction period of houses.

23. Seasonal Decorations. No seasonal decorations shall be displayed more than thirty (30) days before or after the holiday to which they relate.

D. Residential Use.

1. The Lots shall be used for residential purposes only. No person shall live on any Lot or combination of Lots in temporary buildings, trailers, basements, garages, or outbuildings.

2. The residential structure on any Lot shall be designed, constructed, and modified for no more than one (1) family, and only one (1) home is to be erected or constructed on any Lot. Duplex residences, garage or basement apartments, or group homes are prohibited.

3. No building situated on any Lot may be rented or leased separate from the rental or lease of the entire Lot, and no part of any building shall be used for the purpose of renting rooms as a boarding house or other transient accommodation.

4. No Lot or portion of a Lot or combination of Lots shall be used for the raising of or keeping of poultry, rabbits, horses, cows, swine, sheep, goats, snakes, exotic animals, or other livestock or animals; however, this covenant shall not prevent the keeping of normal household pets such as birds, dogs, or cats, provided that they are not bred or maintained for any commercial purposes and no more than two (2) dogs and/or two (2) cats may be kept on any Lot. Every Lot owner shall be responsible for insuring that their pets do not violate the following Section E. Any outdoor pen must be approved by the Committee as to its size, construction, location and screening.

E. No Nuisance. Each Owner shall refrain from any act or use of his Lot which reasonably causes embarrassment, discomfort, annoyance or nuisance to the neighborhood or any neighbors. No noxious, offensive, or illegal activity shall be carried on upon any Lot. No noise (including but not limited to noise created by permitted animals) may be created or allowed that would reasonably disturb the peace and quiet of the occupants of surrounding Lots. All Lots shall be kept free from any unsightly deposit of trash, rubbish or other debris.

ARTICLE VII
EASEMENTS

A. General. Each Lot now or hereafter subjected to this declaration shall be subject to all the easements shown on the recorded plat upon which Lot is shown. No structure shall be erected or placed upon any part of a Lot or Common Area which will interfere with the right or use of any easement shown on the recorded plat. Specifically, a ten (10) foot easement on the front of all Lots and a five (5) foot easement on the side and on the rear Lot lines of all Lots are reserved for drainage and the construction, installation and maintenance of public utilities and drainage facilities. However, when all of one Lot is combined with an adjoining Lot or partial Lot, the easement reservation provided herein and in the plat shall be deemed modified so as to cause them to exist on the interior side Lot lines of the newly formed Lot rather than on the interior side Lot lines that existed prior to the combination of Lots.

B. The granting of the easement or right-of-way access reserved in this Article shall not prevent the use of the area by the Owner for any permitted purposes, except for building or obstructions which may prevent or impair proper drainage flow.

C. The purpose of the easements reserved pursuant to this Article shall be to provide, install, maintain, construct, and operate utility service lines to or from each of the individual subdivision lots or through the subdivision for adjacent properties and for drainage facilities. The Association may likewise reserve and grant easements for the installation or maintenance of sewage, utility or drainage facilities in, across, or under the Common Areas.

ARTICLE VIII
GENERAL PROVISIONS

A. Duration. The restrictions shall be construed to be covenants running with the land and shall be binding and effective for a period of ten (10) years from the date hereof, at which time they shall be automatically extended for successive periods of ten (10) years each, unless it is agreed by the vote of a majority of votes cast at a meeting with the required quorum of the Lot Owners to change, amend, or revoke any restrictions in whole or in part, at any time after the end of the said ten (10) year period.

B. Amendment. These declarations may be amended at any time, and from time to time, by an agreement signed by the Owners of at least twenty-five percent (25%) of the Lots subject hereto. Any such amendments shall not become effective until the instrument evidencing such change has been filed with the Register's Office of Coffee County, Tennessee. The Owner of each Lot shall have one (1) vote for each Lot they own. When two (2) or more persons hold an interest in any Lot, the vote for such Lot shall be exercised by one (1) of such persons as proxy and nominee for all persons holding an interest in a lot.

C. Enforcement. If any person shall violate, or attempt to violate any of these restrictions it shall be lawful for the Association, the Committee, or any other person owning any Lot within the subdivision to bring an action against the violating party at law or in equity for any claim which these restrictions may create or to recover damages for violation. Any failure by the Association or any property Owner to enforce any of said covenants and restrictions or other provisions, shall in no event be deemed a waiver of the right to do so thereafter.

D. Severability. Invalidation of any one or more of these restrictions by judgment, court order or otherwise shall not effect any of the other provisions, not expressly held to be void, and all such remaining provisions shall remain in full force and effect.

E. Headings. Headings are inserted only for convenience and are in no way to be construed as defining, limiting or extending particular paragraphs to which they refer.

F. Binding Effect. 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 Association, all Owners of Lots, and all persons claiming by and through and under them.

G. Waiver of Covenants. In the event of a violation or requested waiver or variance of any of the foregoing restrictions with respect to any Lot, the Association or its successors reserve the right to change, amend or release any of the foregoing restrictions as the same may apply to that particular Lot. This right shall be granted only in the sole discretion of the Association.

H. Governing Law. This Declaration shall be governed, construed, and enforced in accordance with the laws of the State of Tennessee, excluding its conflicts laws. The parties agree that this Declaration shall be construed as entered into the State of Tennessee, and that proper venue and jurisdiction for any proceedings involving this Declaration shall be solely in the appropriate courts of Coffee County, Tennessee.

IN WITNESS WHEREOF, the parties have caused this Declaration of Restrictive Covenants to be duly signed this ____ day of _____, 2009.

By:_____

LOT OWNERS:

_____

Name Lot Number Date

STATE OF TENNESSEE
COUNTY OF COFFEE

Personally appeared before me, a Notary Public in and for the above State and County, the within named _____, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) executed the within instrument for the purposes therein contained.

Witness my hand at office this _____ day of _____ 2009.

_____
NOTARY PUBLIC

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