

Prepared by:  
Westwood Management, LLC  
256 Seaboard Lane, C-101  
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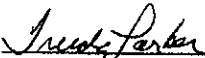
Pick Up

**Cornerstone Homeowners Association  
Amended and Restated Declaration of Easements, Covenants, Conditions and  
Restrictions for Cornerstone**

The attached Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions for Cornerstone Homeowners Association is made this 6<sup>th</sup> day of March, 2012 by the Cornerstone Homeowners Association, for itself, its successors and assigns, and the undersigned Home Owners of Cornerstone Homeowners Association wherein the parties make the following amendments to the Declaration of Easements, Covenants, Conditions and Restrictions, dated September 9<sup>th</sup>, 2004, of record in the book 3348, Page 428-455, Register's Office for Williamson County, TN, wherein a horizontal property regime of Cornerstone Home Owners Association, was established.

The accompanying documents have been amended in accordance with the requirements set forth in the Declaration of Easements, Covenants, Conditions and Restrictions for Cornerstone. The required signatures are attached and certified by the execution of this document by these Cornerstone Homeowners Association Officers on this the 6<sup>th</sup> day of March, 2012:

  
\_\_\_\_\_  
John Saxton  
Homeowners Association President

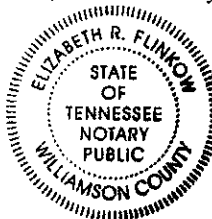
  
\_\_\_\_\_  
Trudy Parker  
Homeowners Association Secretary

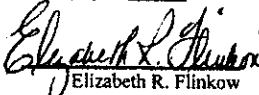
STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Before me, Elizabeth R. Flinkow Notary Public in and for the State and County aforesaid, personally appeared John Saxton and Trudy Parker, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself and herself to be the officers of the Cornerstone Homeowners' Association, a corporation, and that he/she as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself / herself as said officers.

Witness my hand and official seal in Franklin, Williamson County, Tennessee this 6th day of March, 2012.



  
Elizabeth R. Flinkow  
Notary Public  
My Commission Expires: 11/24/2013

**DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
CORNERSTONE (Revised March, 9, 2011)**

THIS DECLARATION of Easements, Covenants, Conditions and Restrictions (hereinafter referred to as "Declaration") made and published on or as of the date hereinafter set forth, by and between CORNERSTONE LAND DEVELOPMENT, LLC, (hereinafter referred to as "Developer"), and any and all persons, firms, corporations or other entities, hereafter acquiring any of the within described property.

**WITNESSETH:**

**WHEREAS**, the Developer is the owner of certain real property located in Williamson County, Tennessee, and desires to create thereon, a residential development known as CORNERSTONE, more particularly described on Exhibit A attached hereto (the "Development") or "Subdivision") for the mutual benefit of the future residents of the Development; and

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

**WHEREAS**, the Developer desires to provide for the preservation of the values and amenities and the desirability and attractiveness of the real property in the Development, and for the continued maintenance and operation of any common areas and is recording these restrictions and establishing the Association prior to the sale of any Lots to any third parties; and

**WHEREAS**, the Developer has deemed it desirable, for the efficient preservation of the values and amenities in the Development, and to fulfill the foregoing objects, purposes and requirements, to create an entity to which should be delegated and assigned the powers of maintaining any common areas, managing the affairs of the residential development, administering and enforcing the covenants and restrictions, and collecting and disbursing any necessary assessments and charges hereinafter created,; and

**WHEREAS**, the Developer has caused, or will cause, to be incorporated under the laws of the State of Tennessee a non-profit corporation having as its members owners of Lots within the Development for the purpose of exercising the aforementioned functions.

**NOW, THEREFORE**, for and in consideration of the foregoing premises, and the terms, conditions and restrictions hereinafter set forth, the Developer declares that the real property hereinafter described is and shall be held, transferred, sold, conveyed and occupied subject to the following restrictions, covenants, conditions, easements, assessments and liens all of which are to be construed as covenants running with the land and which shall be binding on all parties having or acquiring any right, title or interest in the hereafter described property 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 to any interest in or to said property, shall take such property interest subject to this Declaration and to the terms and conditions hereof, and shall be deemed to have agreed to the same.

**ARTICLE I**

**DEFINITIONS**

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

Section 1. The "Association" shall mean CORNERSTONE Homeowners Association, Inc. a Tennessee not-for-profit corporation, its successors and assigns organized by the Developer for the purpose of owning and maintaining the Common Area and which has as its members every Lot Owner subject to assessment as hereinafter provided. The Association shall have the right to govern the Common Areas as specified in this Declaration. The governing entity of the Association shall be the Board of Directors.

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. Builder shall not include persons acquiring a Lot in the Subdivision for the purpose of constructing a single family residence for their own use.

Section 3. "Common Area or Common Areas" shall mean and refer to any and all real property owned by the Association, and such other property to which the Association may hold legal title, whether in fee or for a term of years, for the nonexclusive use, benefit and enjoyment of the members of the Association, subject to the provisions hereof, and such other property as shall become the responsibility of the Association, through easements or otherwise, including any recreational areas of amenities whether constructed initially by the Developer or by the Association. Common Areas with respect to the property made subject to this Declaration, whether at the time of filing of this Declaration or subsequently by Supplemental Declarations shall be shown on the plat(s) for the Subdivision, and designated thereon as "Common Areas" or "Open Space." If required, legal title to all Common Areas shall be quitclaimed to the Association as plats are recorded.

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

Section 5. "Developer" shall mean Cornerstone Land Development, LLC, its successors, representatives and assigns, provided such assigns are designated in writing by the Developer as an assignee of the rights of the Developer as set forth herein.

Section 6. "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 7. "Lot" shall mean any lot shown on any recorded plats of the Property. A Lot shall not include any dedicated streets and roadways.

Section 8. "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 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 the Subdivision recorded in Plat Book P38 Page 57 in the Williamson County Register of Deeds Office subdividing 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.

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 CORNERSTONE Subdivision recorded in Plat Book P38 Page 57 in the Williamson County Register of Deeds Office.

## **ARTICLE II**

### **MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every Lot Owner who is subject to assessment by the Association as hereinafter provided shall be a mandatory member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot that is subject to assessment. When any Lot is owned of record in joint tenancy, tenancy in common, tenancy by the entirety, or by some other legal entity, their membership as to such Lot shall be joint and the rights of such membership (including the voting power arising therefrom) shall be exercised as specified herein. A corporate member's vote shall be cast by the president of the member corporation or by any other officer or proxy appointed by the president or designated by the Board of Directors of such corporation. When two or more persons hold an interest in any Lot as owners thereof, all such persons shall be members. The vote for such Lot shall be exercised by one of such persons as proxy or nominee for all persons holding an interest as owners in the Lot and in no event shall more than one vote be cast with respect to any Lot.

Section 2. The Association shall have one class of voting membership:

Class A. Class A members shall be all Lot Owners, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 3. Deleted in its entirety

Section 4. First Meeting of Members. The first regular annual meeting of the members was held on November 9, 2006.

Section 5. Acceptance of development and improvements to Common Areas. By 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 CORNERSTONE Subdivision Development, and all improvements constructed by that date, including, without limitation, the utilities, drains, roads, sewers, landscaping, Common Area amenities, and all other improvements as designated on the plat and as may be supplemented by additional plats upon completion of development of any portion of the Subdivision. Such purchaser agrees that all improvements constructed after the date of purchase consistent with such plans, and at the same quality of then existing improvements, shall be accepted. The Association shall have the right to make improvements to the Common Areas. The Association shall be responsible for the maintenance and upkeep of all improvements to the Common Areas.

### ARTICLE III

#### COVENANT FOR ASSESSMENTS FOR THE ASSOCIATION

Section 1. Creation of the Lien and Personal Obligation of Assessments. All Lot Owners by acceptance of a deed for any Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, fines levied by the Association, or for other purposes with such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made from the date when due until the same is paid in full or otherwise discharged. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Lot Owner at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title of said person unless expressly assumed by them.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and drainage areas and facilities retaining walls, and any other areas or facilities in the Subdivision

determined by the Board to be the responsibility of the Association, to pay property taxes and liability insurance on the Common Areas and amenities, to pay the fees of any management agent the Association may employ to manage the affairs of the Association, and to pay other reasonable and necessary expenses of the Association. A reserve fund for the maintenance, repair, and replacement of items maintained by the Association pursuant to this section shall be established and funded from the Annual Assessments.

Section 3. Setting of Annual Assessments.

The Board of Directors of the Association, in its discretion, shall fix the amount of the annual assessment in an amount sufficient to allow the Association to meet all its financial responsibilities including reserves for replacements and capital funds. The annual assessment amount may be adjusted up or down as may be required to allow the Association to meet all its financial obligations. Annual Assessments may not be increased by more than ten percent (10%) per annum unless a vote encompassing sixty percent (60%) of the eligible members of the association is cast. Annual Assessments shall be payable in either monthly, quarterly or annual increments as shall be determined from time to time by the Board. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Lot Owner subject thereto.

Section 4. Special Assessments for Capital Improvements, and other Purposes. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment to pay in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property, if any, related thereto, provided that any such assessment shall have the assent of sixty percent (60%) of the votes of the Association members who are voting in person or by proxy at meeting duly called for this purpose.

Section 4a. Fines. The Association shall have the right to levy fines against Owners for violations of this Declaration or any Regulations promulgated hereunder and such fines shall be determined and assessed per the Fine Policy from time to time by the Board of Directors and may rise to constitute a lien against the Owner's Lot. A Fine Policy shall be established by the Board of Directors and approved by a vote of 60% of the eligible members of the association.

Section 5. Working Capital Fund. Each new Owner of a residence in the Subdivision shall pay Three Hundred Dollars (\$300.00) transfer fee to the Association at the closing of the sale of the residence to such Owner. Amounts paid into the fund shall not be considered as advance payment of regular assessments. The working funds shall be held and disbursed for the following purposes in the order of priority listed: (a) to fund costs of maintenance of the Common Areas and administration of the Association that cannot be defrayed by assessments and (b) to assure that the Association will have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Board of Directors. There shall be a cap of two thousand five hundred dollars

(\$2,500) on non-recurring, non-emergency expenditures by the Board of Directors. Amounts above \$2,500 shall have approval of 60% of the eligible members of the association.

Section 6. Notice and Quorum for Any Action Authorized Under Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 of this Article III shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. This procedure may be continued with the quorum required to be reduced to one-half of the required quorum at the preceding meeting until a quorum is present. However, in no event may the required quorum be less than 10% of all votes entitled to vote at the meeting. No such subsequent meeting shall be held more than ninety (90) days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments (except special assessments levied as fines against an Owner for a violation of this Declaration or regulations promulgated hereunder) must be fixed at a uniform rate for all Lots and may be collected on a quarterly basis.

Section 8. Deleted in its entirety

Section 9. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid by the tenth (10<sup>th</sup>) day of the month in which it is due shall be subject to a late charge in an amount established by the Board of Directors of the Association and may be assessed interest from the due date at the maximum rate allowed by applicable law. The Association may bring an action at law against the Lot Owner personally obligated to pay the same, or foreclose the lien against the Lot, and there shall be added to the amount of such assessment all collection costs, including reasonable attorney's fees, and the costs of bringing such action or foreclosure. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments on any Lot provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed on the Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**ARTICLE IV**

**ARCHITECTURAL, MAINTENANCE, AND USE RESTRICTIONS**

**Section 1. Single Family Residential Construction.** No building or other structure shall be erected, altered or permitted to remain on any Lot other than one (1) single family residential dwelling not to exceed two and one-half (2-1/2) stories in height which may have a private garage for not more than three (3) cars which structures shall not exceed the main dwelling in height. Provided, however, the dwelling may include three (3) stories if one of the stories is a basement.

**Section 2. Approval of Plans.**

(a) No construction, reconstruction, remodeling, alteration (including any changes in color or design), or addition of or to any structure, building, fence, wall, drive, or improvement of any nature shall be commenced on any Lot without obtaining prior written approval of an Architectural Committee as to the location, plans, and specifications therefore. Members (three (3) members are required as a minimum) of such Architectural Committee shall be appointed by the Board of Directors of the Association. As a prerequisite to consideration for approval, and prior to the commencement of the contemplated work, a Lot Owner shall submit to the Architectural Committee such plans, specifications, and other information concerning the proposed improvements as the Architectural Committee may require from time to time as a condition for its review and approval thereof accompanied with such fee as the Association may require, and shall submit the same to the Architectural Committee for approval. All plans of proposed residences to be constructed in the Subdivision and any remodeling, alteration or addition shall conform to the standards set forth in subparagraph (b) below and the restrictions and provisions contained in this Declaration. The Architectural Committee shall review and approve such plans and may withhold its approval for any reason, including purely aesthetic reasons. Upon approval being given, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans, otherwise the approval shall be void. A reasonable fee may be charged by the Association to defray its costs incurred in considering and acting upon such proposed plans and specifications.

(b) Residences to be constructed within the Subdivision shall be sufficiently compatible with existing architectural styles that predominate in the development to assure a pleasing overall appearance and maintain its image as a high quality, single family, residential neighborhood. Residences shall comply with all applicable ordinances and regulations, including residential design standards, established by the City of Franklin Planning Commission (and/or any other applicable governing authority). Existing structures will be considered but do not, as such, constitute precedent nor assure approval.

(c) The Architectural Committee, the Association and the individual members thereof shall not be liable for any act or omission in performing or purporting to perform the functions delegated hereunder. The Architectural Committee shall use their best efforts to indicate approval or disapproval of any plans submitted within thirty (30) days after



the receipt of the required documents. Approval of the Architectural Committee is required before any work can begin. Approval or disapproval by Architectural Committee shall not be deemed to constitute any warranty or representation by it including, without limitation, any warranty or representation as to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations. Anything contained in this Section 2, or elsewhere in this Declaration to the contrary notwithstanding, the Association, and the Architectural Committee are hereby authorized and empowered, at their sole and absolute discretion, to make and permit reasonable modifications or deviations from any of the requirements of this Declaration relating to the type, kind, quantity or quality of the building materials to be used in the construction of any building or improvement on any Lot and of the size and location of any such building or improvement when, in their sole and final judgment, such modifications and deviations in such improvements will be in harmony with existing structures and will not materially detract from the aesthetic appearance of the Property and the improvements as a whole; provided, however, such modifications and deviations must remain within all applicable ordinances and regulations established by the City of Franklin Planning Commission, including residential design standards, (and/or any other applicable governing authority).

The Architectural Committee may require the submission to it of such documents and items, including as examples, but without limitation, written requests for and description of the variances requested, plans, specifications, plot plans and samples of material(s), as either of them shall deem appropriate, in connection with its consideration of a request for a variance. If the Architectural Committee shall approve such request for a variance, then the request for the variance will be sent to the Board of Directors for final approval. If the Board of Directors shall approve such request for a variance, it shall evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Lot(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing its decision to permit the variance, describing (when applicable) the conditions on which the variance has been approved (including as examples, but without limitations, the type of alternative materials to be permitted, and alternate fence height approved), and signed by the Association. Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either (i) written notice of disapproval from the Association or (ii) failure by the Association to respond to the request for variance. In the event the Association or any successor to the authority thereof shall not then be functioning, no variances from the covenants herein contained shall be permitted, it being the intention of the Association that no variances be available except at its discretion. The Association shall have the authority to approve any variance except as expressly provided in this Declaration.

In the event of default on the part of the Owner of any Lot in observing the above requirements or any of them, each default continuing after thirty (30) days of the Final Written Notice thereof, the Association may, subject to approval of its Board of Directors, enter upon

said Lot, restore the same, necessary to secure compliance with these restrictions. 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 restoration 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.

(d) An Architectural Committee decision may be appealed by the requestor or his immediate neighbors. Appeals will be brought before a special meeting of the Board of Directors. All concerned parties will be given the opportunity to express their objections to the Board of Directors. The Architectural Committee will also explain their decision. The decision of the Board of Directors will be final.

Section 3. Structural Compliance. All structures shall be built in substantial compliance with the plans and specifications therefore, approved by Architectural Committee or the Association as provided in Section 2 above.

Section 4. Improvement and Setback Restrictions.

No building or structure, or any part thereof, shall be located on any Lot nearer to the front line, the rear line, or any side line than the minimum building setback lines required by the city of Franklin or any other applicable governing authority and as may be shown on the recorded plats. No encroachment upon any utility or drainage easements reserved on the Plat except for approved fences shall be authorized or permitted.

Section 5. Re-subdivision of Lots. No Lot shall be re-subdivided, nor shall any building be erected or placed on any such re-subdivided Lot, unless such re-subdivision is approved by the Association, as well as any governmental authority having jurisdiction.

Section 6. Walls, Fences and Hedges. No wall shall be erected or maintained nearer to the front lot line than the rear building corners on such Lot, nor on corner lots nearer to the side Lot line than the rear building corners parallel to the side street. No side or rear fence, wall or hedge shall be more than six (6) feet in height. Prior to commencing the addition or modification of any wall or fence, plans for such improvement shall be submitted to the Architectural Committee as provided in Article IV, Section 2. Any wall, fence or hedge erected on a Lot shall be maintained by the Owner thereof. All fencing shall be constructed only of such materials and erected only on such Lots and in such manner as shall be allowed by the City of Franklin except that no chain-link fencing shall be permitted. The planting of hedges, shrubbery or evergreens in lieu of a fence, and extending to the front or sides of any Lot is permitted, provided such planting shall not be maintained at a height in excess of forty-two (42) inches. All fences, walls, and hedges are subject to the provisions of Section 25 relating to visual obstruction.

Section 7. Roofing Material. The roof of any building (including any garage) shall be constructed or covered with asphalt or composition type shingles. Any other type of roofing

material shall be permitted only in the sole discretion of the Architectural Committee upon written request.

Section 8. Swimming Pools. Swimming pools shall be located at the rear of the residence. All swimming pools or spas shall have a perimeter enclosure, the plans for which, including landscaping plans, must be approved by the Architectural Committee. No above ground swimming pools shall be permitted unless enclosed within an approved privacy fence.

Section 9. Storage Tanks and refuse Disposal. No exposed above-ground tanks or receptacles 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. 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 placed either in the garage or a location that is least visible from the street. City of Franklin has regulations regarding length of time trash cans may be out for trash collection – please refer to City of Franklin codes; at the time of this writing those rules are ‘no earlier than 7pm the night before scheduled collection day and left no later than 7pm on collection day.’

Section 10. Clothes Lines. Outside clotheslines shall not be permitted.

Section 11. Signs and Advertisements. No sign, advertisement, billboard or advertising structure of any kind shall be erected upon or displayed or otherwise exposed in view on any Lot or any improvement thereon without the prior written consent of the Association. This requirement shall not preclude the placement by Owners of “For Sale” signs in the front and/or side of individual residences of such size, character, and number as shall from time to time be approved by the Association but in no event larger than 2 feet wide and 3 feet high. This requirement shall also not preclude the placement by Owners of Alarm signs in the front, back, or side so long as there are no more than two (2) free standing signs and they are not bigger than 1 foot wide and 1 foot high. Small stickers may also be placed in the windows around the residence. The Association shall have the right to remove any such unapproved sign, advertisement, billboard or structure that is placed on said Lots, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

Section 12. Use of Temporary Structures. Except as specifically provided herein, no structure of a temporary character, mobile home, camper, trailer, basement, tent, shack, tool shed, storage shed, garage, barn or other outbuilding shall be erected. Other structures of a permanent or semi-permanent nature may be approved from time to time in accordance with the provisions of this Article IV.

Section 13. Parking and storage of Automobiles, Boats, Trailers and Other Vehicles. No trailers, boat trailers, go carts, golf carts, travel trailers, inoperative automobiles or campers shall be temporarily, semi-permanently or permanently stored in the public street right-of-way

or forward of the front building line. Storage of such items and vehicles must be screened from public view, either within the garage or behind a fence that screens such vehicle from public view, unless otherwise approved in writing by the Architectural Committee in accordance with Section 2 above. No tractor-trailers, buses, or other large commercial vehicles shall be parked on driveways or in streets within the Property for periods of time exceeding six (6) hours or for more than twelve (12) hours in any calendar month. No on-street parking of cars for periods over 24 hours in any calendar week. Any request for a variance of these restrictions shall be requested in writing to the Board of Directors. The Board of Directors shall have the sole authority to approve or disapprove such variance.

Section 14. Outside Lighting. Outside lights at eaves and door entrances shall be permitted, but no exterior flashing or high-intensity lights on the exterior of any building shall be permitted, except as may be allowed with the prior written approval of the Association. Tasteful accent lighting are encouraged and security lighting including spotlights and flood lights which do not create a nuisance for other Lot Owners are permitted. The Board of Directors reserves the right to require any Lot Owner to deactivate or remove any light which the Board of Directors deems to be unattractive or a nuisance to other Lot Owners. Tasteful holiday decorative lights are permitted from Thanksgiving until January 15 subject to any rules established by the Association regarding the types and extent of such lighting.

Section 15. Maximum Height of Antennae and Satellite Dishes. Unless approved by Architectural Committee, no electronic antenna or device of any type shall be erected, constructed, placed or permitted to remain on any Lot, house or building. Direct Broadcast Satellite dish antenna will be permitted. No Satellite dish antennas greater than one (1) meter in diameter shall be installed on any home or Lot and all dish antennas shall be placed in the least visible location possible, consistent with receiving an adequate satellite signal. Architectural Committee approval of the location of a dish antenna is required.

Section 16. 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 units 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 17. Recreational Equipment. All playground and recreational equipment must be used, erected, placed or maintained to the rear of all Lots. No playground or recreational equipment will have a deck structure that exceeds seven (7) feet in height and no point may exceed twelve (12) feet in height. Basketball goals shall be allowed in driveways if placed to the rear or side of the residence.

Section 18. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations shall be permitted on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

**Section 19. Maintenance.** All Lots, together with the exterior of 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 between such Lot Owner's Lot and the curb of the street. 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.

The Association shall contract with one (1) or more landscaping services to provide grass cutting, lawn maintenance, proper care for all trees, shrubbery and other landscaping, and other necessary maintenance services for the Common Areas, provision for which shall be made in the monthly or annual assessments.

**Section 19a. Alleyways.** The Alleyways are for the exclusive use of each set of homeowners and their guests. Privacy signs may be permanently placed at the entrance to the Alleyways. The signs shall be placed no higher than four (4) feet and shall not exceed thirty-two (32) inches in height and twenty-four (24) inches in width. If necessary to further restrict unauthorized entry into the Alleyways, additional traffic restrictive devices desired by the majority of the affected lot owners that meet the City of Franklin requirements may be installed with Board of Directors approval.

The Owners of Lots 34, 35, 40 and 41 as identified on the Plat shall be jointly and equally responsible for the maintenance, privacy signs, and any traffic restrictive devices of the Ingress Egress Utility Easement located on their Lots. Similarly, Owners of Lots 36, 37, 38 and 39 as identified on the Plat shall be jointly and equally responsible for the maintenance, privacy signs, and any traffic restrictive devices of the Ingress Egress Utility Easement located on their Lots. Any disagreements in the maintenance of these easements, including but not limited to the

timing and costs of repairs, shall be resolved by the Board of Directors. Repaving/resealing shall not have to be performed more often than the City of Franklin maintained streets (Cornerstone Circle, Cornerstone Lane, and Cornerstone Way) are repaved or resealed.

Section 20. 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 sixty (60) 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 Architectural Committee, in accordance this Article IV 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 Architectural Committee, in accordance with Article IV hereof. In no event shall any damaged structure be left unrepaired and unrestored for in excess of sixty (60) 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 damage was caused by the fault of an Owner, in which event the Owners shall allocate the cost of restoration in proportion to the relative fault of the parties. The cost allocation shall be determined by the Board of Directors.

Section 21. Use of Premises. Each Lot shown on the Plat shall be used for family residential purposes and not otherwise.

Section 22. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, pastured, or maintained on any Lot, except household pets such as dogs and cats which may be kept thereon in reasonable numbers as pets for the sole pleasure of the Owner or Occupant, but not for any commercial use or purpose. No animal shall be allowed to roam freely in the Subdivision and all animals must be either kept in a secure enclosure to be located on the rear of the Lot or in the home. All animals shall be maintained on a leash and under control at all times when not otherwise secured in the required enclosure or in the home. No Owner or Occupant shall be allowed to keep on any Lot or the Common Area any animal which causes excessive noise (including without limitation barking), odor or constitutes a danger to other persons or otherwise constitutes a nuisance. The Board of Directors of the Association

shall be the sole judge using their sole discretion as to whether any animal violates the provisions hereof.

**Section 23. Nuisances and Unsightly Materials.** Each Owner or Occupant shall refrain from any act or use of his Lot which could reasonably cause embarrassment, discomfort, annoyance, or nuisance to others. No noxious, offensive, or illegal activity shall be carried on upon any Lot. No motorcycle, motorbike, motor scooter, go-cart, or any other unlicensed motorized vehicle shall be permitted to be operated on or in the Common Areas. No Lot shall be used, in whole or in part, for the storage of rubbish of any character whatsoever, not shall any substance, thing, or material be kept upon any Lot which will emit foul or noxious odors or which will cause any noise that will or might disturb the peace and quiet of the Owners or Occupants of surrounding Lots or property. The foregoing shall not be construed to prohibit the temporary deposits of trash and other debris for pick-up by garbage and trash removal service units. The Board of Directors of the Association shall be the sole judge using its sole discretion in determining any violation of any provision contained in this Declaration.

**Section 24. Hobbies and Activities.** The pursuit of any inherently dangerous activity or hobby, including, without limitation, the shooting of firearms, fireworks, or pyrotechnic devices of any type or size, and other such activities shall not be pursued or undertaken on any part of any Lot or upon the Common Areas without the consent of the Association. The assembly and disassembly of motor vehicles or other mechanical devices must be done inside the residence or garage.

**Section 25. Visual Obstruction at the Intersection of Public Streets.** No object or thing which obstructs sight lines at elevations between two (2) feet and six (6) feet above the surface of the streets shall be placed, planted or permitted to remain on any corner Lot within the triangular area formed by the curb lines of the street involved and a line running from curb line to curb line at points twenty-five (25) feet from the intersection of the street curb lines. The same limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway.

**Section 26. Governmental Restrictions.** Each Owner shall observe all governmental building codes, health regulations, zoning restrictions, and other regulations applicable to his Lot. In the event of any conflict between any provision of any such governmental code, regulation, or restriction and any provisions of this Declaration, the more restrictive provision shall apply.

**Section 27. Roads.** It shall be obligatory upon all owners of the Lots in this Subdivision to consult with the City of Franklin, Tennessee ("Franklin") or any other applicable governing authority with jurisdiction over said matters, before any driveways, culverts, other structures or grading are constructed within the limits of any dedicated roadway, and such placement or construction shall be done in accordance with the requirements of Franklin applying to the roads within the Subdivision in order that the roads or streets within the

Subdivision which would be affected by such placement or construction may not be disqualified for acceptance by Franklin into the public road system.

Section 28. Easement for Roads. The right is expressly reserve to the Owners, their representatives, heirs, successors and assigns, to construct all streets, roads, alleys, or other public ways as now, or hereafter may be shown on the Plat(s), at such grades or elevation as they, in their sole discretion, may deem proper, and, for the purpose of constructing such streets, roads, alleys or public ways, they additionally, shall have an easement, not exceeding ten (10) feet in width, upon and along each adjoining Lot, for the construction of properly banked slopes in accordance with the specifications of the government body or agency having jurisdiction over the construction of public roads; and no owner of any Lot shall have any right of action or claim for damages against anyone on account of the grade of elevation at which such road, street, alley or public way may hereafter be constructed, or on account of the bank slopes constructed within the limits of the said ten (10) foot easement.

Section 29. Minimum Square Footages and Brick Requirements. The minimum square footage for residences constructed on the Lots shall be 2,500 square feet. For purposes of calculating square footage contained in a residence, the square footage calculation shall include only heated, finished living space. All homes must be substantially all brick, stone or other masonry on the exterior with the exception of gables, eaves, and stone accents.

Section 30. Maintenance and Use of Common Areas and Amenities.

(a) The Common Areas and any and all amenities thereon shall be for the recreational use and enjoyment of the Owners and their permitted guests and invitees. Except as may otherwise be delegated to the Owners by the Association, the Association shall be responsible for the ongoing maintenance of all Common Areas and all improvements thereon in a reasonable order and condition. The Association 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. Notwithstanding anything to the contrary contained herein, the Association shall not be dissolved, nor shall it dispose of any Common Areas or facilities, by sale or otherwise, except to an organization conceived and established to own and maintain the Common Areas and the conditions of a transfer shall conform to the approved site plan and any requirements of all applicable zoning and planning authorities.

(b) Common open space shall be suitably improved for its intended uses, but common open space containing natural features worthy of preservation shall be left undisturbed. The buildings, structures, and improvements which are permitted in common open space shall be appropriate to the uses which are authorized for common open space and shall conserve and enhance the amenities with regard to its topography and unimproved condition.



**Section 31. Erosion Control and Lot Maintenance.** During and throughout construction, as well as after completion of a residence, Lot Owner shall take such action as may be reasonably required: (a) to control, inhibit, and prevent land erosion and the sedimentation of streams and ponds from erosion, and (b) to keep such site in a neat and sightly condition free from trash and debris. If an Owner does not maintain a site as herein provided, then the Association may, after reasonable notice to the Owner, have the required work done and the cost thus incurred shall be paid by the Owner upon demand. The Association shall have the right of entry upon each Lot as necessary to perform such work or cause such work to be performed.

**Section 31a. Retaining Walls.** Architectural Committee approved retaining walls may be installed to prohibit the erosion of the basic ground elevation where necessary.

**Section 32. Storage of Building Materials.** No lumber, brick, stone, block or other building materials shall be stored on any Lot except for building purposes for that particular Lot, and then only for such time as is reasonably necessary for a diligent completion of the project.

**Section 33. Curb Cuts and Damage.** Any Builder or owner who makes a curb cut or damages any curbing, sidewalk, roads or Common Areas shall be responsible for repairing same at his sole expense and at the direction and to the satisfaction of the Association..

**Section 34. Excavation and Fill.** No Owner or Builder shall excavate or extract earth from any Lot for any business or commercial purpose. Proposed elevation changes on a Lot shall be included with the plan submitted to the Architectural Committee prior to commencement of construction. Changes which adversely affect the surface grade of adjacent or surrounding Lots or the storm water drainage plan will not be permitted. Substantial quantities of fill brought to any Lot during construction shall be subject to prior approval by the Association for stability and effect on adjacent Lots.

**Section 35. Driveways and Garages.** All driveways and parking areas shall be paved with paving block or decorative concrete. Alleyways located at the rear of the Lot and designated as ingress and egress easements on the Plat may be paved with asphalt. It shall be permitted on all Lots with connecting driveway turnarounds for an adjoining Lot Owner to use their vehicle on a connecting Lot Owner's driveway turnaround for ingress and egress to and from their garage. Garage doors shall remain closed whenever reasonably possible.

**Section 36. Sidewalks.** The Cornerstone Subdivision Plat shows that the sidewalks are located in an Access Easement. This means that the sidewalks are public sidewalks and will be maintained by the City of Franklin.

**Section 37. Landscaping and Trees.** The front elevation of each residence in the Subdivision shall be landscaped with shrubs, bushes, trees or other plantings so as to provide cover at grade across the front of the home. In addition, on each Lot the Builder and/or Owner shall install sufficient tree plantings to meet the city of Franklin's design standards. Street trees planted in the street right of way adjacent to the Lot may be used to fulfill this requirement. The

Owner shall be responsible for watering the street trees located in the street right of way adjoining their lot. The Association shall be responsible for maintaining and replacing any dead, damaged, or diseased street trees located in the street right of way adjoining their Lot, unless damaged by Lot Owner. The Association shall be responsible for maintaining and replacing any dead, damaged or diseased street trees located in the street right of way adjoining any Common Areas, unless damaged by Lot Owner. The Association shall have the right to go on any Lot in order to replace trees or to "limb up" or trim any such street trees. Each Lot Owner shall be responsible for maintaining shrubbery or other plantings on their Lot and keeping same properly trimmed and shall be responsible for replacing any such shrubbery or plantings if any such plantings die.

**Section 38. Front Porches.** No front porch on any residence shall be enclosed in any way either screened in or glassed in or otherwise walled in. Porches may have railings of painted wood, metal, or original material. Front porches, both open and covered may encroach within the minimum front building setback up to five feet as long as the government agencies in Williamson County or other applicable governing authority approves such encroachment.

**Section 39. Rules and Regulations.** The Association 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 shall be approved by at least sixty (60) percent of the Lot Owners before they become effective. Said rules shall not change any of the restrictions or requirements of this ARTICLE. Said rules and regulations may include 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 with the Association believes should be regulated in order to preserve the desirability and attractiveness 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 without 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.

**Section 40. Sustainability.** Sustainability is becoming part of our collective future. To this end, the Architectural Committee shall consider requests for sustainability equipment to be placed on or near a residence. This equipment shall include (but not be limited to) solar panels, solar hot water heaters, composting, rainwater collection, and fuel cells. This equipment shall not include wind generators.

Section 41. Arbitration. A Homeowner who has been directly affected by the interpretation of one of the sections of this article or has been fined is entitled to request a review of the interpretation or the fine by an arbitration board. The arbitration board shall be made up of five (5) randomly chosen homeowners. The arbitration board shall hear the case from both sides and determine a resolution. This resolution shall be final.

Subsection 41.1 Choosing the Arbitration Board Members. The Arbitration Board Members shall be randomly chosen from all Homeowners. However, there shall only be one person chosen from each lot. The management company of record shall determine the methodology of the random drawing and shall conduct the drawing. The Board of Directors and all affected parties shall be invited to witness the drawing. After drawing five (5) members, the management company of record will notify those chosen and shall get their acceptance or rejection for being on the Arbitration Board. The random drawing shall continue until there are five (5) Homeowners who accept.

Subsection 41.2 Rejection of an Arbitration Board Member. Each party (a party may consist of multiple lot owners) involved in the arbitration shall be able to reject one (1) and only one (1) of the randomly chosen Arbitration Board Members chosen in Subsection 41.1. There shall be only one rejection per involved party or group of parties. If an Arbitration Board Member is rejected under this Subsection, then another Homeowner shall be randomly chosen per Subsection 41.1. This new Arbitration Board Member shall not be subject to rejection.

Subsection 41.3 Conducting the Arbitration Board. The Arbitration shall take place at a time and place determined by the management company of record and is acceptable to all parties involved. A representative from the management company of record shall preside over the Arbitration. One and only one member of the Board of Directors shall be present to witness the Arbitration. If the Board of Directors is a party in the Arbitration, then one and only one member of the Board of Directors shall present the Board of Directors case. Each affected party shall have the opportunity to present their case. The Arbitration Board shall then determine a resolution that is accepted by a majority of the Arbitration Board Members. This resolution shall be final.

Subsection 41.4 Absence of a management company of record. If there is no management company of record, then the Board of Directors shall assume all of the duties given to the management company of record in this Section.

**ARTICLE V**

**INSURANCE and TAXES**

**Section 1. Common Areas.** The Association shall keep in force and maintain such hazard, public liability, or other insurance in reasonable amounts as it shall deem necessary relating to the Common Area and any amenities located thereon. The Association may also insure any other property, whether real or personal, owned by it, against such hazards as may be deemed desirable by the Association. Premiums for all insurance carried by the Association shall be part of the expenses covered by the annual assessments of the Association. The Association shall also be responsible for the prompt payment of property taxes assessed against the Common Areas and any improvements thereon. The Association may set assessments for the collection of property taxes against the Common Areas as specified in Article III.

**Section 2. Lots.** Insurance against damage 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.**

(a) At the discretion of the Board of Directors of the Association, blanket fidelity bonds will be maintained by the Association for all officers, directors, trustees, and employees of the Association handling or responsible for, the funds of or administered by the Association. Further, in the event the Association delegates some or all of the responsibility for the handling of funds to a management agent, a blanket fidelity bond will be required for officers, employees, and agents of such management agent handling, or responsible for, the funds of or administered on behalf of the Association.

(b) The total amount of fidelity bond coverage shall be based upon the best judgment of the officers of the Association and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bond be less than a sum equal to three (3) month's aggregate assessment on all Lots plus reserve funds.

(c) All such fidelity bonds shall:

(i) Name the Association as an obligee;

(ii) Contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions; and

(iii) Shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days prior written notice to the Association.

(d) Premiums on all such fidelity bonds (except premiums on fidelity bonds maintained by a management agent for its officers, employees, and agents) shall be paid by the Association as a common expense.

Section 4. Other Insurance. The Association may also obtain such other insurance as the Board of Directors deems desirable, in such amounts, from such sources and in such forms as it seems desirable, insuring the Common Area owned and maintained by the Association and insuring each member of the Board and officer of the Association, and each member of any committee appointed pursuant to the Bylaws of the Association, from liability arising from the fact that said person is or was a director or officer of the Association, or a member of such a committee. The premiums for such insurance and bonds shall be a common expense of the Association.

Unpaid officers and Directors of the Association shall not be liable to any Lot Owner for any act or omission unless the act or omission constitutes gross negligence or willful misconduct. If an unpaid Director or officer of any of the Associations prevails in any legal action brought against him in his official capacity by a Lot Owner, that Lot Owner shall pay the Director or officer all his reasonable legal fees.

**ARTICLE VI**

**EASEMENTS**

Easements. In addition to, and without limitation of, any other easements or rights reserved elsewhere in this Declaration, the following rights and easements are hereby reserved:

(a) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on any Plat and as otherwise shown by the public records. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Lot Owner, except for those improvements for which a public authority or utility company is responsible. In the event any Lot Owner or Builder damages or alters any improvements or otherwise alters the flow of drainage as designed for the Subdivision, then such Lot Owner or Builder shall be responsible for repairing any such damage or make any corrections necessary in order to restore normal drainage in accordance with the drainage design for the Subdivision.

(b) Easements are reserved as shown on any plat and as otherwise shown by the public records for the purpose of permitting any and all utilities, including without limitation underground wires or cables, water, sewer, and drainage.

(c) Each Lot Owner shall grant such easements upon his Lot as are necessary to serve the Property for water, sewer, drainage, telephone, gas, electricity and other utilities, and the erection and maintenance of the necessary poles and other equipment, wires and conduits,

sewer and water lines, drainage facilities on, above or below any Lot; provided, however, no Lot Owner shall be required to grant any easement which would unreasonably interfere with the use and enjoyment of his Lot or House and any easement granted hereby shall impose on the grantee of said easement the obligation to (a) maintain said easement so that the use thereof will not interfere with the use and enjoyment of any Lot or House and (b) repair and restore that portion of any Lot upon which the easement is located to its original condition or as near as possible to its original condition.

(d) Deleted in its entirety

(e) Deleted in its entirety

(f) An easement is granted and reserved to the Association, its officers, agents, employees, including employees of any management company having a contract with the Association, over and upon the Common Area to perform the duties of maintenance and repair of the Common Area, to maintain any utilities for which an easement has been granted, and to prevent damage to the Common Area or any Lot or house situated thereon.

(g) In accordance with the specifications of the governmental body or agency having jurisdiction over the construction of public roads, the right is expressly reserved to the Developer, to construct all streets, road, alleys (including any and all utility or drainage facilities), or other public ways as now, or hereafter, may be shown on any Plat at such grades or elevations as Developer, in its sole discretion, may deem proper; and for the purpose of constructing such streets, roads, alleys or public ways, Developer additionally shall have an easement, not exceeding ten (10) feet in width, upon and along each adjoining Lot, for the construction of proper bank slopes and no Lot Owner shall have any right of action or claim for damages against any one on account of the grade or elevation at which such road, street, alley or public way may hereafter be constructed, or on account of the bank slopes constructed within the limits of the said ten (10) foot easement.

(h) Deleted in its entirety

**ARTICLE VII**

**GENERAL PROVISIONS**

**Section 1. Enforcement.** The Association through the Board of Directors, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservation, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association through the Board of Directors to enforce any covenant or restriction herein contained or any rule or Regulation promulgated hereunder, shall in no event be deemed a waiver of the right to do so thereafter regardless of the number of violations of any particular provision and regardless of the amount of time which has passed during which any provision, rule or regulation has not been enforced. In the event the Common Areas and

any improvements thereon are not being maintained as required herein, the City of Franklin, Tennessee shall have a right, but not the obligation, to maintain all Common Areas and improvements thereon and the costs of any such maintenance by the City shall be assessed against the Association and/or the Owners jointly and severally.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

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 (recorded date is 9/8/2004), 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. 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 become effective until the instrument evidencing such change has been filed of record signed by the required number of Lot Owners. Notwithstanding anything to the contrary contained herein, the provisions contained herein governing the ownership, to the extent allowed by applicable law, use and maintenance of the Common Areas shall be covenants running with the land in perpetuity and all Owners shall have a continuing obligation to maintain the Common Areas in perpetuity and to pay taxes and insurance costs on same and such obligations shall be a joint and several obligation of the Owners.

Section 4. Deleted in its entirety

Section 5. Headings. 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.

Section 6. Deleted in its entirety

Section 7. 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 written prior notice. The charter, bylaws 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 bylaws of the Association, the provisions of this Declaration shall control.

Section 9. Deleted in its entirety

Section 10. Deleted in its entirety

Section 11. Compliance with all applicable zoning laws and other rules and regulations; City's right of enforcement. Notwithstanding anything to the contrary contained herein, this Declaration is intended to comply with any and all applicable zoning laws, rules, design standards, and regulations. The City of Franklin shall have the right, but not the obligation, to enforce the terms of this Declaration including the right to maintain any and all Common Areas. Common open space shall be maintained in reasonable order and condition, as determined by the codes director. In the event that common open space is not maintained in reasonable order and condition in accordance with the approved site plan, the codes director may serve written notice of the deficiencies upon the property owners association and/or the owners or residents of the development. If the deficiencies cited by the codes director have not been corrected within thirty (30) days after written notice, then he shall have the authority to correct the deficiencies. The cost of the correction shall be assessed jointly and severally against the properties within the development that have a right of enjoyment of common open space. The entire cost of correction shall be in lien upon each of the properties from the date that the lien is filed in the Register's Office of Williamson County.



**EXHIBIT "A"**


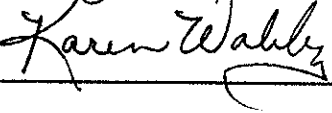
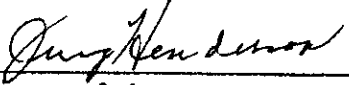

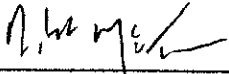
**(THE PROPERTY)**

That certain property identified as the Cornerstone Subdivision as recorded in Plat Book P38 page 57 in the Williamson County Tennessee Register of Deeds Office.

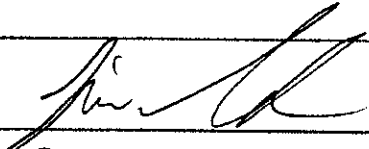

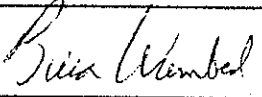


**Signatures to Ratify Changes to the  
DECLARATION OF EASEMENTS, COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR CORNERSTONE  
As Approved by the Membership at the March 2011 Annual Meeting**

Name	Address	Phone No.	Approval Signature
Rod & Leslie Bickel	161 Cornerstone Circle	472-8377	
Eric & Nancy Jordan	163 Cornerstone Circle		
Roy & Sandra Richey	165 Cornerstone Circle	591-0279	<i>Sandra Richey</i>
Ben & Suzonne Reed	200 Cornerstone Lane	591-0513	
Scot & Lisa Smith	201 Cornerstone Lane	794-9387	<i>Lisa Ward Smith</i>
Mike & Trudy Parker	202 Cornerstone Lane	794-0170	<i>Trudy Parker</i>
Chris & Kristee Dickson	203 Cornerstone Lane	791-1039	<i>Kristee Dickson</i>
Samuel & Glenda Harlow	400 Cornerstone Way	791-7598	<i>S.W. Harlow</i>
John & Betty Cunningham	402 Cornerstone Way	465-2234	<i>Betty Cunningham</i>


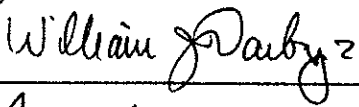
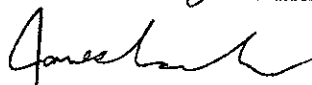

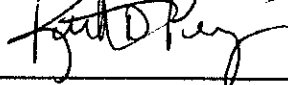
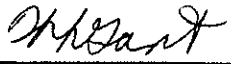
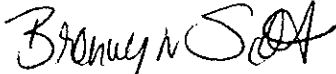

**Signatures to Ratify Changes to the  
DECLARATION OF EASEMENTS, COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR CORNERSTONE  
As Approved by the Membership at the March 2011 Annual Meeting**

Name	Address	Phone No.	Approval Signature
Phurba & Laura Lama	115 Cornerstone Circle	491-6929	
Butch & Karen Wabby	117 Cornerstone Circle	591-7899	
Alice Wheatley	119 Cornerstone Circle	790-9962	
Debra & Robert Duncan	121 Cornerstone Circle	522-2140	
Jerry & Gayle Henderson	122 Cornerstone Circle	794-1004	
John & Joanne Saxton	123 Cornerstone Circle	591-6415	
Mitch & Leslie McKee	125 Cornerstone Circle	794-3612	
Scott & Tana Kelly	127 Cornerstone Circle	498-6173	

**Signatures to Ratify Changes to the  
DECLARATION OF EASEMENTS, COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR CORNERSTONE  
As Approval by the Membership at the March 2011 Annual Meeting**

Name	Address	Phone No.	Approval Signature
Jay & Mary Brown	131 Cornerstone Circle		
James & Rebecca Sousoulas	133 Cornerstone Circle	507-0537	
Eugene McCabe	135 Cornerstone Circle	591-3399	
Randy Beaman	137 Cornerstone Circle		
Chang Sug Shin	139 Cornerstone Circle	428-6484	
Brian & Kara Wimberly	141 Cornerstone Circle	595-2261	
Chad & Alethea Hutchison	142 Cornerstone Circle	591-5786	
Ed & Melda Colvin	143 Cornerstone Circle	794-9994	

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CONDITIONS AND RESTRICTIONS FOR CORNERSTONE  
As Approval by the Membership at the March 2011 Annual Meeting**

Name	Address	Phone No.	Approval Signature
Julia Robeson	145 Cornerstone Circle	794-9425	
William & Becky Darby	147 Cornerstone Circle	794-6084	
Jim Lambros & Phyllis Beam	151 Cornerstone Circle	347-9506	
Doug & Kimberly Ryan	153 Cornerstone Circle	887-1372	
Ken & Donna Perry	155 Cornerstone Circle	<del>832-368-7703</del>	
Walter & Barbara Gant	156 Cornerstone Circle	757-344-5171	
Darin & Bronwyn Scott	157 Cornerstone Circle	585-7843	
John & Kristi Elzinga	159 Cornerstone Circle	974-9744	

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DECLARATION OF EASEMENTS, COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR CORNERSTONE**  
As Approval by the Membership at the March 2011 Annual Meeting

Name	Address	Phone No.	Approval Signature
Stephen & Chizuko Oetjen	101 Cornerstone Circle	618-1280	<i>[Signature]</i>
Ford & Candice Simpkins	103 Cornerstone Circle		<i>[Signature]</i>
Gary & Jo Clark	105 Cornerstone Circle	599-9808	<i>[Signature]</i>
Mark & Jennifer Turbeffield	107 Cornerstone Circle	594-5564	<i>[Signature]</i>
Jason & Ali Burns	109 Cornerstone Circle	599-7862	<i>[Signature]</i>
Adam & Tracey Terry	110 Cornerstone Circle	591-9931	<i>[Signature]</i>
David & Ruth Ford	111 Cornerstone Circle	943-4457	<i>[Signature]</i>
Michael & Preshias Harris	113 Cornerstone Circle	790-2570	<i>[Signature]</i>

**BK: 5532 PG: 246-275  
12009759**

30 PGS - AL - RESTRICTIONS	
JENNIFER BATCH: 24719503/13/2012 - 01:05 PM	
BATCH	247195
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	150.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	152.00
STATE OF TENNESSEE, WILLIAMSON COUNTY	
<b>SADIE WADE</b>	
REGISTER OF DEEDS	