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This Instrument Prepared By:
Mid-State Title & Escrow, Inc.
128 Holiday Court, Suite 125
Franklin, Tennessee 37067

BK/PG:3480/1-38

05006717

RESTRICTIONS	
02/16/2005	04:25
BATCH	397
MTC TAX	0.
TRN TAX	0.
REC FEE	190.
DP FEE	2.
REG FEE	0.
TOTAL	192.

Declaration of Covenants and Restrictions for
Black Hawk Subdivision

STATE OF TENNESSEE, WILLIAMSON COUNTY
SADIE WADE
REGISTER OF DEEDS

This Declaration of Covenants and Restrictions (the "Declaration"), made and entered on behalf of Gerald M. Kole and wife, Diane L. Kole, hereinafter called "Developer" or "Declarant", effective the 15th day of Feb., 2005.

WITNESSETH:

WHEREAS, Developer owns a certain tract of land (the "Land"), located in the County of Williamson, State of Tennessee, more particularly described on Exhibit A attached hereto and hereby incorporated by reference herein; and

WHEREAS, Developer desires to insure the attractiveness of the individual lots and community within Black Hawk Subdivision and to prevent any impairment thereof, to prevent nuisances, and to preserve, protect and enhance the values and amenities of the said property; and, to this end, desires to subject the real property described in Exhibit A of this Declaration to the covenants, conditions, restrictions, easements, agreements, charges and liens (hereinafter sometimes referred to as the "covenants and restrictions") hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Black Hawk Homeowners' Association, Inc. (hereinafter sometimes referred to as the "Association"), has been incorporated under the laws of the State of Tennessee, as a nonprofit corporation, for the purposes of exercising the functions aforesaid within the property described and referred to in Exhibit A of this Declaration;

DECLARATION

NOW, THEREFORE, for and in consideration of the premises, in consideration of the reliance hereon by the purchasers of individual lots, Developer, for themselves and their heirs and assigns, does hereby covenant, establish and confirm unto their grantees and unto their heirs, successors and assigns, as well as to any and all other persons hereafter having or acquiring any interest of any nature whatsoever in or to any part of the Land that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth in this Declaration of Covenants and

Restrictions for Black Hawk Subdivision, and the Property shall be held, transferred, sold, conveyed and occupied subject to the terms and provisions of the zoning ordinances of Williamson County, Tennessee, and any such successor entity by annexation or otherwise, as same may now exist, or hereafter by amended, in so far as same are applicable to the Development, as hereinafter defined.

ARTICLE I
DEFINITIONS

Certain terms as used in this Declaration (whether capitalized or not) shall be defined as follows, unless the context clearly indicates a different meaning thereof:

- (a) "Architectural Review Board" or "A.R.B" shall mean and refer to that permanent committee of the Association, created for the purpose of establishing and enforcing criteria for the construction of Improvements within the Property.
- (b) "Association" is a non-profit Tennessee corporation known as Black Hawk Homeowners' Association, Inc., which includes as members all of the Owners and Co-Owners.
- (c) "Association Properties" shall mean and refer to all lands described as "open space" on the Black Hawk Subdivision, of record in Plat Book 40, pages 27a and 27b, Register's Office of Williamson County, Tennessee, the property including the common areas in all subsequently annexed Sections. These "Common Properties" mean and include all portions of the Property which are intended for the common use and enjoyment of the Owners, and which are identified and dedicated to the Association on any recorded subdivision plats of the Property, or conveyed to the Association by deed or in this Declaration or any other declaration of covenants and restrictions that may hereafter be recorded in the County.
- (d) "Board of Directors" means the administering body of the Association.
- (e) "Co-Owner" or "Owner" means a person, firm, corporation, Limited Liability Company, partnership, association, trust or other legal entity, or any combination thereof, who owns a Lot or Lots within the Land. When two or more persons own a Lot as tenants in common, joint tenants, tenants by the entireties, or otherwise, such persons shall constitute the "Co-Owner" or "Owner" with respect to that Lot.
- (f) "Developer" means Gerald M. Kole and wife, Diane L. Kole, or their designee, who has made and executed this Declaration of Covenants and Restrictions.
- (g) "Development Plan" or "Master Plan" shall mean the plan of Black Hawk Subdivision and of any future additional property to be added to Black Hawk Subdivision. Declarant reserves the right for as long as Declarant owns any property within Black Hawk Subdivision to amend the Development Plan or change the

configuration of Lots or the number of Lots and the change the mix of Lot types within Black Hawk Subdivision and increase or decrease the Common Property accordingly in its sole and absolute discretion without the approval of any Owners other than Declarant.

(h) "Land" shall have the meaning set forth in the preamble of this declaration of covenants and restrictions.

(i) "Member" means a member of the Association who is the Owner of a Lot. All Co-Owners of a Lot shall be members. The cessation of the ownership of a Lot shall terminate membership.

(j) "Owner" shall mean and refer to the record owner, whether one or more persons, of the fee simple title to an Lot, excluding however, Declarant and any mortgagee unless and until such Declarant and/or mortgagee have reacquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(k) "Property" shall mean and refer to that real property legally described in Exhibit "A", attached hereto and incorporated herein by reference and, such additional property as may be submitted to this Declaration from time to time, pursuant to this Declaration.

(l) "Mortgagee" shall mean and refer to any one or more persons or institutions that hold a recorded or unrecorded mortgage or mortgages.

Section 2. "Plat" means the plat of Black Hawk Subdivision of record in Book 40, pages 27a and 27b, Register's Office of Williamson County, Tennessee and incorporated herein by reference.

Section 3. All pronouns used herein include the male, female and neuter genders and include the singular or plural number, as the case may be.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered, subject to this Declaration is that certain tract or parcel of land lying and being in the 23rd Civil District of Williamson County, Tennessee, subdivided as Black Hawk Subdivision and being shown on the plan of survey by Clifton & King, LLC, recorded in Plat Book 40, pages 27a and 27b, Register's Office of Williamson County, Tennessee. The Declarant, or their heirs or assigns, shall have the right to bring within the scheme of this Declaration additional properties in future stages of development in accord with a master plan of development. The addition as authorized herein shall be made by filing of record a Supplementary Declaration or Annexation of covenants and restrictions with respect to the additional property, which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such Supplementary Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to satisfy topographic conditions and as may be necessary to reflect the different character, if any, of the added property, including the

reduction or increase in lot size. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the existing Property.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person who is a record owner of a fee or undivided fee interest in any lot situated within Black Hawk Subdivision shall automatically be a member of the Association; provided, however, that any such person who holds such interest merely as security for the performance of an obligation shall not be a member, except as hereinafter set forth and set forth in the By-Laws of the Association, which are incorporated herein by reference. Such membership shall be mandatory and may not be terminated by the Owner.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant 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 among themselves determine, but in no event shall more than one vote be cast with respect to a Lot.

Class B. The Class B member(s) shall be the Developer and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) 36 months from the date of the conveyance of the first unit. (However, as any new Section is annexed, the 36 months shall begin to run as to that Section from the date of the conveyance of the first unit.) Unit is defined as the completed home constructed on a lot.

Section 3. Suspension of Membership Rights. The membership rights of any member, including the right to vote, may be suspended by the Association's Board of Directors, pursuant to authority granted in the Association's By-Laws, as amended from time to time. Any such suspension shall not affect such member's obligation to pay assessments coming due during the period of suspension and shall not affect the permanent charge and lien on the member's property in favor of the Association.

Section 4. Meetings of The Membership. All matters concerning meetings of members of the Association, including the time in which and the manner in which notice of any of said meetings shall be given to said members and the quorum required for the

transaction of business at any of said meetings, shall be as specified in this Declaration or in the By-Laws of the Association, as amended from time to time, or by law.

ARTICLE IV
Property Rights In The Association Properties

Section 1. Members' Easement Of Enjoyment. Subject to the provisions of Section 3 below, every member of the Association shall have a right and easement of enjoyment in and to the Association Properties and such easement shall be appurtenant to and shall pass with the title to every lot situated within Black Hawk Subdivision.

Section 2. Title To Association Properties. Notwithstanding the responsibility of the Association to maintain, repair, replace and operate the Association Properties, as provided in this Declaration, the Developer may retain the legal title to the Association Properties, thus labeled on the plat of survey referred to in this Declaration, as the same may be revised, modified or amended from time to time, until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, but, notwithstanding any other provisions herein, the Developer hereby covenants that it shall convey the Association Properties to the Association not later than December 31, 2008. In the event of a permanent dissolution of the Association, the Members shall immediately thereupon hold title to the Common Property as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof.

Section 3. Easements Subject to Certain Rights of Developer and The Association. The members' rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Developer to the exclusive use of such portion of the Association Properties, improved or unimproved, as it, in the exercise of its sole discretion, may deem necessary or advisable for, or as may be reasonably required, convenient or incidental to the construction of improvements within Black Hawk Subdivision (including any Section thereof to be annexed, pursuant to the Master Plan of Development), and the sale of Lots contained therein, including, but not limited to, sales and business offices, storage areas, construction yards and signs; the right of the Developer to an easement over and across said land for the construction of roads, for utilities, sewers, storm drainage culverts, sprinkler lines, natural gas lines, electrical wires, television wires, telephone cables, irrigation lines, security wires, street lights, communication lines, communication devises and other services needed and for the furtherance and completion of construction of improvements on all Lots in each Section of Black Hawk Subdivision. It is expressly understood that Developer or its assigns may maintain model homes and/or a temporary sales office or offices in any Section of Black Hawk Subdivision until all houses are sold and closed. The employees of Developer, its contractors, materialmen, subcontractors, and their agents have the right to come onto the Association Properties pending such period. Such right of the Developer shall and does exist notwithstanding any provisions

of this Declaration which might be construed to the contrary, until such time as the Developer no longer owns, primarily for the purpose of sale, any Lot situated within Black Hawk Subdivision (including any Section thereof), and without affecting any member's obligation to pay assessments coming due during such period of time or the permanent charge and lien on any member's property in favor of the Association.

(b) The right of the Association to suspend the voting rights and right to use the recreational facilities and/or easements of any member for any period during which any assessment against his Lot remains unpaid, and for such period as it considers appropriate for any infraction of its published rules and regulations; and

(c) The right of the Association to charge reasonable admission and other fees for the use of the Association Properties, or any portion thereof; and

(d) The right of the Association to dedicate or transfer all or any part of the Association Properties to any public agency or authority or utility for such purposes and subject to such conditions as may be agreed to by the members entitled to vote thereon, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless two-thirds (2/3) of the total votes of all classes of members entitled to vote has been recorded, agreeing to such dedication, transfer, purpose or condition, and written notice of the proposed agreement and action there under is sent to every member entitled to vote at least sixty (60) days in advance of any action taken.

(e) The right of the Association to grant such easements and rights-of-way to such utility companies or public agencies or authorities as it shall deem necessary for the proper servicing and maintenance of the privately owned Association Properties even though said Association Properties may be owned by the Association.

(f) The Declarant reserves for themselves and the Association, their successors, heirs, assigns and agents, an easement and right, without the consent or approval of the Association or the Owners being required, to construct a perimeter fence or wall on part or all of the perimeter of the property and the frontage of the Lots being depicted upon the Development Plan, as same may be amended from time to time, such easement attaching to the Property within twenty feet (20 feet) of the outside edge of the Property and within twenty feet (20 feet) of the outside edge of the Lots as they front any Street or public right of way and applying without distinguishing between Common Property and individual Lots, and includes the right to usual and necessary access to any such wall or fence constructed for purposes of maintenance, repair, removal and replacement. No gate or other opening in any fence or wall may be made without the consent of the Declarant. The provisions in this paragraph shall not be construed as an obligation on the part of Declarant or the Association to undertake any of the foregoing, the decision to construct and implement the fencing system being at the sole option and in the absolute discretion of the Declarant and the Association.

Section 4. Extension of Rights and Benefits. Every member of the Association shall have the right to extend the rights and easements of enjoyment vested in him under

this Article V to each of his tenants and to each member of his family who resides with him within Black Hawk Subdivision and to such other persons as may be permitted by the Association's Board of Directors.

Section 5. Rights, Duties and Obligations Related to Black Hawk Subdivision.

Every person who is a record owner of a fee or undivided fee interest in any lot situated within Black Hawk Subdivision shall automatically be a member of Black Hawk Homeowners' Association, Inc., subject to all rights, duties and obligations established by the terms and conditions contained herein as well as the terms and conditions contained in the Charter and By-Laws of said Black Hawk Homeowners' Association, Inc. Each owner of the individual homes in Black Hawk Subdivision shall share the membership of Black Hawk Homeowners' Association, Inc. Each owner of a Lot shall pay a prorata share of all maintenance expenses and costs of the facilities, common property and amenities. Each owner by purchasing a Lot in Black Hawk Subdivision covenants and agrees to pay the annual and special assessments and charges for the common property in accordance with the terms specified herein and such charges shall be paid at the same time as the assessments set forth herein and shall likewise constitute a lien upon the property. Said sum shall then be paid to the Board of Directors of Black Hawk Homeowners' Association, Inc. for the maintenance, care, expenses and upkeep of the Common Property. The Association, through its Board of Directors, shall have the right to post motor vehicle speed limits throughout Black Hawk Subdivision.

ARTICLE V
COMMON PROPERTY AND ELEMENTS

Section 1. All General Common Property Elements are subject to the joint use and enjoyment of each and all of the Owners. The maintenance obligation shall commence upon the Declarant's designation of the completion of any property or facility or portion thereof, which designation may be made solely at the discretion of the Declarant. Specifically, the property the Association shall maintain and be responsible for shall include, but not be limited to the following:

- (a) Security Facilities. Such security system(s), guardhouse(s) and other security facilities that shall be operated and maintained for the benefit of the Lots within Black Hawk Subdivision.
- (b) Surface Waters. Those facilities created and used for drainage of the property (the "Surface Water Management System"), which shall be maintained as required by regulatory agencies.
- (c) Landscaping. All landscaping of the Common Property, including, without limitation, all sodding, irrigation (which shall include the water withdrawal surface, pump and transmission lines) and the planting and care of trees and shrubbery.
- (d) Signs. All signs located on the Common Property.
- (e) Maintenance Structures. All maintenance buildings located or to be located on the Common Property.

(f) Fences. All fencing located on the Common Property, all Common Area perimeter fencing for which the Association holds an easement for construction and maintenance and all fencing located on a Lot, which abuts a public right-of-way.

Section 2. Contracts. Declarant, their affiliated, heirs or assigns, may be the management agent for the Association and may hire such employees, including, but not limited to: attorneys, accountants, bookkeepers, gardeners and laborers, as the Declarant may deem necessary in order to maintain the Common Property. No agreement between the Association and Developer, their heirs or assigns, shall be held invalid solely for the reason that at the time of entering into the agreement, employees, officers or agents of the Declarant or their heirs or assigns are officers, directors and/or employees of the Association.

ARTICLE VI Assessments

Section 1. Creation of The Lien and Personal Obligation for Assessments. Each Owner of any Lot situated within Black Hawk Subdivision (except lots owned by the Developer), by acceptance of a deed or other conveyance therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association (a) annual assessments and charges (which may be billed annually) and (b) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost of collection thereof, including reasonable attorney's fees hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. In the event a Court sale shall be necessary to enforce payment, such sale shall be free of statutory right of redemption and any purchaser in Black Hawk Subdivision purchases subject to this clause. Each such assessment, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied under this Article VI shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of Black Hawk Subdivision and, in particular, for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and relating to the use and enjoyment of Common Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. Such portion of the annual assessments levied by the Association under this Article VI may be used for establishing and maintaining reserves for the maintenance, repair, replacement and operation of the Common Properties, easements and expenses and liabilities of Black Hawk Homeowners' Association, Inc.

Section 3. Commencement and Due Date of Annual Assessments. Annual assessments shall commence as of the date of conveyance of each unit to the owner. The

Board may require annual or monthly payments, as it determines, with monthly payments being due the first day of each month, beginning with the date of conveyance. The Association's Board of Directors shall fix the amount of the annual assessment payable to the Association against each lot and send written notice of same to every owner subject thereto at least thirty (30) days in advance of each annual assessment period. Unless otherwise provided by the Association's Board of Directors, the annual assessment for each Lot shall become due and payable to the Association on the first day of the year during the assessment period and shall be paid to the Association when due without further notice from the Association.

Section 3. Certificate Of Payment. The Association shall, upon demand at any time, furnish to any Owner liable for said assessment, a certificate in writing signed by an Officer of the Association setting forth whether said assessment has been paid. A reasonable charge, as determined by the Board of Directors, may be made for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 4. Increase in Annual Assessments. From and after January 1, 2004, the maximum annual assessments may be adjusted, effective January 1st each year as determined by the Board of Directors, provided, however, the increase may not exceed ten (10%) percent of the assessment for the previous year without a vote of the members, pursuant to Section 5 of this Article VI. This provision expressly does not apply to increases necessary to establish the final initial assessment as improvements are completed. The annual assessments may be increased above ten (10%) percent as provided in Section 5 of this Article VI. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the actual annual assessments at amounts not in excess of the maximum.

Section 5. Change In Basis And Maximum of Annual Assessments. From and after January 1, 2006, the maximum annual assessments may be increased above those established in the preceding paragraph in the following manner:

Assessments as to any such increase of more than fifty (50%) percent in the established maximum assessments shall require the assent of two-thirds (2/3) of the total votes of all classes of members who are voting upon written ballot which shall be sent to all members at least thirty (30) days in advance of the canvass thereof; an increase from ten (10%) percent to and including fifty (50%) percent shall require the assent of two-thirds (2/3) of the total vote of all classes of members who are voting in person or by proxy or through a representative (as provided for in the By-Laws of the Association) at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon their respective Properties, including the necessary fixtures and personal property related thereto, subject, however, to the following:

(i) Any special assessment levied by the Association, in excess of \$250.00 per lot for any assessment year shall require the assent of two-thirds (2/3) of the total votes of all classes of members who are voting upon written ballot which shall be sent to all members at least thirty (30) days in advance of the canvass thereof;

(ii) Special assessments in the amount of \$250.00 or less per lot shall require the assent of two-thirds (2/3) of the total votes of all classes of members who are voting in person or by proxy or through a representative (as provided for in the By-Laws of the Association) at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 7. Quorum for Any Action to Increase Annual Maximum and for Special Assessments. The quorum required for any action authorized by Sections 5 and 6 of this Article VI hereof shall be as follows:

At the first meeting called, as provided in Sections 5 and 6 hereof, the presence at the meeting of members or of proxies or of representatives entitled to cast fifty-one (51 %) percent of the total votes of all classes of members shall constitute a quorum. In the case of any vote by written ballot, as provided in Sections 5 and 6 hereof, a return at the first canvass of ballots representing fifty-one (51%) percent of the total votes of all classes of members shall constitute a quorum. If the required quorum is not forthcoming at any meeting or canvass, another meeting or canvass may be called, subject to the notice requirements set forth in Sections 5 and 6 hereof, and the required quorum at any such subsequent meeting or canvass shall be one-half (1/2) of the required quorum at the preceding meeting or canvass, provided that no such subsequent meeting shall be held or canvass taken more than sixty (60) days following the preceding meeting or canvass.

Section 8. Effect of Non-Payment of Assessment: The Personal Obligation of The Owner; The Lien; Remedies of The Association.

(a) If an assessment is not paid on the date when due (being the dates specified in Section 3 of this Article VI), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon becoming a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and

assigns; in addition thereto, the personal obligation of the delinquent Owner to pay such assessment shall continue as a personal obligation, and such Owner and such successors in title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such Owner and such successors in title to the contrary.

(b) If an assessment is not paid within thirty (30) days after the delinquency date, such full assessment shall be automatically accelerated as to any balance then due and shall bear interest from the date of delinquency at the maximum legal rate per annum. A penalty shall likewise be added after a sixty (60) day delinquency of twenty (20%) percent of the delinquent amount. If not then paid, the Association may bring legal action against the Owner personally obligated to pay the same or foreclose its lien against such Owner's lot, in which event, penalty, interests, and costs, plus reasonable attorney's fees shall be added to the amount of such assessment as may then be due. In the event of a Court sale to enforce this lien, such sale shall be free from the statutory right of redemption provided under Tennessee law. Each Owner, by his acceptance of a deed of other conveyance to a lot, vests in the Association or its agents the right and power to bring all actions against him personally for the collection of such charges as a debt and to foreclose the aforesaid lien in any appropriate proceeding in law or in equity free of the statutory right of redemption. The lien provided for in this Article VI shall be in favor of the Association and shall be for the benefit of all other Owners. The Association acting on behalf of the Owners shall have the power to bid in the lot at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Association Properties and facilities or by abandonment of his lot.

(c) If an assessment is not paid within thirty (30) days after the delinquency date, the Association may also suspend the membership rights of the delinquent Owner, including the right to vote, the right of enjoyment in and to the Association Properties and facilities and the right to receive and enjoy such services and other benefits as may then be provided by the Association. Any such suspension shall not affect such Owner's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent charge and lien on such Owner's property in favor of the Association.

Section 9. Subordination of The Charges and Liens to Mortgages.

(a) The liens and permanent charges of all assessments and charges authorized herein (annual, special or otherwise) with respect to any Lot is hereby made subordinate to the lien of any first mortgage placed on such lot. However, all such liens which have a due date on or prior to the date such mortgage is filed for record and such lien has been placed of record in the Register's Office for Williamson County, Tennessee, shall not be subordinate to any mortgage placed thereon. The liens and permanent charges hereby subordinated are only such liens and charges as relate to assessments and charges authorized hereunder having a due date subsequent to the date such mortgage is filed for record and prior to the satisfaction, cancellation or foreclosure of such mortgage of the sale or transfer of the mortgaged property, pursuant to any proceeding in lieu of

foreclosure or the sale or transfer of the mortgaged property, pursuant to a sale under power contained in such mortgage.

(b) No sale or transfer of such property to the mortgagee or any other person, pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure, or pursuant to a sale under power, shall relieve any existing or previous Owner of such property of any personal obligation, or relieve such property or the then Owner of such property from liability for any assessments or charges authorized hereunder coming due after such sale or transfer.

(c) Notwithstanding the foregoing, the Association's Board of Directors may, at any time, either before or after any mortgage or mortgages are placed on such property, waive, relinquish or quitclaim, in whole or in part, the right of the Association to assessments and other charges collectible by the Association hereunder with respect to such property coming due during the period while such property is or may be held by a Mortgagee or Mortgagees, pursuant to such sale or transfer.

(d) The Association's Board of Directors whenever so requested in writing by a Mortgagee of a Lot shall promptly report any then unpaid common charges due from or any other default by the Owner of the mortgaged Lot.

(e) The Association's Board of Directors, when giving notice to an Owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a first mortgage covering such unit whose name and address has theretofore been furnished to them.

Section 10. Exempt Property. Each lot situated within Black Hawk Subdivision shall be exempt from the assessments, charges and liens created herein until conveyed by the Developer or their assignee to another Owner. The following property, subject to this Declaration, shall also be exempt from the assessments, charges and liens created herein:

(a) All properties to the extent of any easement or other interest therein dedicated to and accepted by a local public authority and devoted to public use.

ARTICLE VII BYLAWS FOR ADMINISTRATION

The Bylaws for the administration of the Association are attached hereto and made a part hereof as Exhibit B to this Declaration of Covenants and Restrictions.

ARTICLE VIII BOOKS OF BOARD OF DIRECTORS

The Board of Directors, as established by the Bylaws, and its successor, shall keep a book with a detailed account, in chronological order, of the receipts and

expenditures affecting the Project and its administration and specifying the maintenance and repair expenses of the Common Elements and any other expenses incurred. Both said book and the vouchers accrediting the entries made thereupon shall be available for examination by all the Owners at convenient hours on working days that shall be set and announced for general knowledge. The Board of Directors shall also keep and maintain current copies of this Declaration of Covenants and Restrictions, the Charter and Bylaws of the Association, and all other rules and regulations adopted by the Association.

ARTICLE IX
ARCHITECTURAL AND LANDSCAPING CONTROL

Section 1. Architectural Review Board. It is the intent of the Declarant to create a general plan and uniform scheme of development of the Property and to create within the Property a residential community of high quality and harmonious Improvements. Accordingly, the Architectural Review Board (the "A.R.B.") shall have the right to approve or disapprove all architectural design and materials, landscaping, (including, but not limited to, all exterior lighting) and location of any proposed Improvements, as well as the general plan for development of all Lots within the Property. The A.R.B. may, in its sole discretion, impose standards for construction and development, which may be greater or more stringent than standards prescribed in applicable building, zoning or other governmental codes. The procedures of the A.R.B. shall be as set forth below.

Section 2. Creation and Succession. The A.R.B. shall be a permanent committee of the Association and shall administer and perform the architectural and landscape review and control functions of the Association. The initial A.R.B. shall consist of three (3) persons who shall initially be named by the Declarant and who shall hold office at the pleasure of the Declarant. Until the Declarant no longer owns any property within Black Hawk Subdivision or at such earlier time as Declarant may decide, the Declarant shall have the right: to increase the number of members on the A.R.B.; to appoint all members of the A.R.B.; and to remove and replace all members appointed to the A.R.B. The Declarant shall determine which member of the A.R.B. shall serve as its Chairman. In the event of the failure, refusal or inability to act of any of the members appointed by the Declarant, and in the event that the Declarant fails to fill any such vacancy within thirty (30) days of such occurrence, the remaining members of the A.R.B. shall fill such vacancy by appointment. At such time as Declarant no longer owns any property within Black Hawk Subdivision or at such earlier time as Declarant may decide, the Declarant shall assign to the Association the rights, powers, duties and obligations of the A.R.B., whereupon the Board of Directors shall determine how many persons shall serve on the A.R.B., provide for the terms of the members of the A.R.B., and shall determine which member shall serve as Chairman. There shall be no requirement that any of the members of the A.R.B. be a member of either the Association or an Owner within Black Hawk Subdivision.

Section 3. Construction and Alteration of Improvements. No Improvements shall be constructed, erected, removed or planted, nor shall any addition to or any change,

replacement or alteration be made, unless and until the approval thereof shall be obtained in writing from the A.R.B.

Section 4. Application for Approval. Each applicant shall submit a preliminary application to the A.R.B. with respect to any proposed Improvements or Improvements that he may contemplate. The preliminary application shall include such information as may be required by the application form promulgated by A.R.B. Prior to the commencement of any work on such Improvement, the plans and specifications therefore, including the identity of each contractor and subcontractor which is intended to be engaged for the construction of same, shall be subject to a final review and approval by the A.R.B. At that time, the applicant shall submit to the A.R.B. such additional information as the A.R.B. may reasonably require, which may include, without limitation, one (1) set of plans and specifications for the proposed Improvements, surface water drainage plaque showing existing and design grade and/pr contours relating to the predetermined ground floor finish elevation as established by Declarant, the landscaping design plan showing all proposed Improvements, including their site location. The A.R.B. may also require, without limitation, submission of samples of building materials and colors proposed to be used, as well as requiring the location of the proposed improvements to be staked out on the ground.

Section 5. Resubmittal/Modification of Plans and Specifications. In the event the information submitted to the A.R.B. is, in the A.R.B.'s sole opinion, incomplete or insufficient in any manner, the A.R.B. may request and require the submission of additional or supplemental information. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to the plans and/or specifications approved by the A.R.B. shall be subject to the re-approval of the A.R.B. in the same manner as is required for approval of original plans and/or specifications.

Section 6. Final Approval. No later than thirty (30) days after receipt of all information required by the A.R.B. for final review (unless the applicant waives this time requirement) the A.R.B. shall respond to the applicant in writing. The A.R.B. shall have the right to refuse to approve any plans and specifications, which are not suitable or desirable, in the A.R.B.'s sole discretion, for aesthetic or any other reasons. In approving or disapproving such plans and applications, the A.R.B. shall consider the suitability of the proposed Improvements, and the material of which the same are to be built, the site upon which such Improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the A.R.B. fails to respond the plans and specifications shall be deemed approved by the A.R.B.

Section 7. Expiration of Approval. In the event commencement of construction of a proposed Improvement does not occur within one hundred twenty (120) days of approval by the A.R.B. (or the Board of Directors, in the event the decision of the A.R.B. is appealed to the Board of Directors), the approval of the A.R.B. and/or Board of Directors will terminate and the Improvement will be treated as if originally disapproved.

Section 8. Appeals. Upon approval by the A.R.B. of any plans and specifications submitted to the A.R.B., the A.R.B. shall notify the applicant in writing, which notification shall set forth any qualifications or conditions of approval. In the event that

the A.R.B. disapproves any plans and specifications submitted to the A.R.B., the A.R.B. shall so notify the applicant in writing, stating the grounds upon which such disapproval is based. Any applicant may request a formal meeting with the A.R.B. to review the plans and specifications disapproved, said meeting to take place no later than thirty (30) days after written request for such meeting is received by the A.R.B. (unless applicant waives this time requirement in writing). The A.R.B. shall make a final written decision not later than thirty (30) days after such meeting. IN the event the A.R.B. fails to provide such written decision within said thirty (30) days, the plans and specifications shall be deemed approved. Upon continued disapproval, the applicant may appeal the decision of the A.R.B. to the Board of Directors of the Association within thirty (30) days of the A.R.B.'s written review and disapproval. Review by the Board of Directors shall take place no later than thirty (30) days subsequent to the receipt by the Board of Directors (unless applicant waives this time requirement in writing). If the Board of Directors If the Board of Directors fails to hold such a meeting within thirty (30) days after receipt of request of such meeting, then the plans and specifications shall be deemed approved. The Board of Directors shall make a final decision no later than thirty (30) days after such meeting. In the event the Board of Directors fails to provide such written decision within said thirty (30) days of the A.R.B.'s decision, such plans and specifications shall be deemed approved. The decision of the Board of Directors shall be final and binding upon the applicant, his heirs, legal representative, successors and assigns; provided, however, that no Improvement shall be erected or shall be allowed to remain which violates any of the covenants, conditions or restrictions contained in this Declaration, or which violates any zoning or building ordinance or regulation.

Section 9. Enforcement. There is specifically reserved unto the A.R.B., and to any agent or member of the A.R.B., the right of entry and inspection upon any portion of the Property for the purpose of determination by the A.R.B. whether there exists any construction of any Improvement which violates the terms of any approval by the A.R.B. or terms of this Declaration, or any amendments thereto, or of any other covenants, conditions and restrictions to which any deed or other instrument of conveyance makes reference. In any Improvement of any nature shall be constructed or altered without the prior written approval of the A.R.B., the Owner shall upon demand of the Association, cause such Improvement to be removed, or restored in order to comply with the plans and specifications originally approved by the A.R.B. The Owner shall be liable for the payment of all costs of such removal or restoration, including all attorneys' fees incurred by the Association. Such costs may also be the basis for an Individual Assessment. The A.R.B. is specifically empowered, upon receipt of Board of Directors' approval to enforce the architectural and landscaping provisions of this Declaration, by any legal or equitable remedy, and in the event that it becomes necessary to resort to litigation to determine the propriety of any constructed Improvement, or to remove any unapproved Improvement or restore any tree or natural area, the Association shall be entitled to the recovery of court costs, expenses and attorneys' fees in connection therewith. All costs, expenses and attorneys' fees of the A.R.B., including those incurred in connection with its enforcement or other powers, as provided herein, shall be borne by the Association; provided, however, that nothing herein shall be deemed to negate the Association's right to an award of the Association's and the A.R.B.'s attorney's fees and costs if the Association is the prevailing party in any administrative or judicial proceeding. In the

event that any Owner fails to comply with the architectural and landscape provisions contained herein or in the Declaration of Covenants and Restrictions for the Development, or other rules and regulations promulgated by the A.R.B., the A.R.B. may, in addition to all other remedies contained herein, record against that Owner's Lot a Certificate of Non-Compliance stating that the Improvements on the Lot fail to meet the requirements of the A.R.B.

Section 10. Design Guidelines. The A.R.B. may publish or modify from time to time, design and development standards (the "Design Guidelines") for Black Hawk Subdivision, including, but not limited to, the following:

- a. Heated living area on the Lots shall contain at least 4,500 square feet.
- b. Roof and roof design.
- c. Fences, walls and similar structures.
- d. Exterior building materials and colors.
- e. Exterior landscaping.
- f. Signs and graphics, mailboxes, address numbers and exterior lighting.
- g. Building set backs, side yards and related height, bulk and design criteria.
- h. Driveways, sidewalks, pedestrian and bicycle ways, pathways and trails.
- i. Plumbing and wastewater, fixtures and systems.
- j. Minimum square footages, which may vary among Phases.
- k. Garage placement and design.
- l. Design styles.

Section 11. Declarant Exemption. Anything contained herein to the contrary notwithstanding, any Improvements of any nature made or to be made by the Declarant, including, without limitation, Improvements made or to be made to the Common Property, shall not be subject to the review of the A.R.B.

Section 12. Fees and Consultants. The A.R.B. may adopt a schedule of reasonable fees for processing a request(s) for approval. Such fees, if any, shall be payable to the Association in advance at the time that the plans and specifications and other documents are submitted to the A.R.B. The time within which the A.R.B. is to review the plans and specifications shall not commence until the required submittals and fees are actually received by the A.R.B. The payment of such fees, as well as other expenses of the A.R.B. required to be paid, shall be deemed to be an Individual Assessment, enforceable against the Owner and the Lot as provided hereinabove. The A.R.B. is expressly reserved the right and power, exercisable in its sole discretion, to procure the services of a consultant of its own choosing for purposes of assisting the A.R.B. in its review of any plans or specifications, and the cost of such consulting services shall be the responsibility of the respective applicant or Owner of the Lot.

Section 13. Exculpation and Indemnity. Neither the Declarant, the directors or officers of the Association, the members of the A.R.B., nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by any Owner or the Association or any other party whatsoever, due to any mistakes in judgment,

negligence or any action of the A.R.B. in connection with the approval or disapproval of plans and specifications. Each Owner and occupancy of any property within Black Hawk Subdivision agrees, as do their successors and assigns by acquiring title thereto or an interest therein, or by assuming possession thereof, that they shall not bring any action or suit against the Declarant, the directors or officers of the Association, or the members of the A.R.B. in connection with the approval or disapproval of plans and specifications. The Association shall indemnify, defend and hold the A.R.B. and each of its members harmless from all costs, fees and expenses (including attorney's fees and the expenses of expert consultants) which the A.R.B. or its members may incur on account of any claim in connection with the approval or disapproval of plans and specifications. Neither the Declarant, the directors or officers of the Association, the members of the A.R.B., nor any person acting on behalf of any of them, shall be responsible for any defects in any plans and specifications, nor for any defects in any Improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof, compliance with all governing codes and regulations and for the quality of construction performed pursuant thereto.

ARTICLE X

Use And Building Restrictions

Section 1. Residential Purposes. All Lots in Black Hawk Subdivision shall be, and the same hereby are, restricted exclusively to residential use. No trade or business of any kind shall be conducted on any lot. No house trailer or mobile home shall be permitted on any lot at any time except for construction purposes during the construction period or as a temporary sales office for the sale of Lots as approved in advance by the A.R.B. No shack, garage, outbuilding or other appurtenant structure shall be used for residential purposes, unless otherwise specifically permitted in this Declaration. No Single-Family Residence may be rented or leased for use as a dwelling by someone other than the Owner of the Single-Family Residence for an initial term of less than six (6) months.

Section 2. Floor Area. Minimum square footage of each single-family residence shall be outlined in the Design Guidelines. The designs of all floor areas are subject to A.R.B. approval. The calculation of square footage shall not include: garages, covered walks, open and/or screen porches, patios and pool areas. Square footage measurements shall be taken from outside exterior walls of Single-Family Residences. The A.R.B. may grant variances as regards first floor minimum footage for designs to fit the particular topography of any building site.

Section 3. Garages. Each single-family residence shall have sufficient enclosed garage space for any and all family-owned or leased vehicles, and each garage shall contain at least two (2) spaces for said vehicles and face to the rear or side of the Residence, however, under no circumstances can the garage face a public right-of-way or a Street. Garage doors shall be kept in closed position when garage is not being used. No carports will be permitted. The A.R.B. shall be the sole judge of whether detached or

attached garages shall be permitted in each case. The A.R.B. may waive the requirements of this Section where the topography of the particular building site make compliance therewith impracticable.

Section 4. Clearing and Removal of Trees. In reviewing building plans, the A.R.B. shall take into account the natural vegetation, such as trees and shrubs, located on or near a Lot, and shall encourage the Owner to incorporate them into his landscaping plan. No Lot may be cleared for any reason without the prior written approval of the A.R.B. No trees of four (4) or more inches in diameter at two (2) feet above the natural grade shall be cut or removed without the prior written approval of the A.R.B. When such a tree is removed the owner will replace it with a similar tree of equal value on another portion of the Lot, if so directed by the A.R.B.

Section 5. Lot Filling. No Lot may be cleared, graded, cut or filled for any reason until the A.R.B. has reviewed and approved the preliminary application for the Single-Family Residence. The site plan, along with the tree survey and other documents required by the A.R.B. must clearly delineate the extent of clearing, grading, cutting and filling.

Section 6. Landscaping. The A.R.B. must approve all landscaping plans for all Property, including Lots.

Section 7. Construction Phase. During construction of a Single-Family Residence or other Improvement, the Lot shall be kept in a neat and orderly condition so as not to cause an unsightly condition of the Lot. In the event the Owner or his agent or employee (including, without limitation, any contractor or subcontractor) shall fail to maintain the construction site as specified herein and such failure continues for at least seven (7) days following delivery of written notice thereof from the Association, the Association shall have the right, exercisable in its sole discretion, to remove any rubbish, refuse, unsightly debris and/or growths from the Lot. In the event the Association, after such notice, causes the subject work to be done, then, in that event, the costs of such work, together with interest thereon at the maximum rate permitted by the usury laws of the State of Tennessee, shall be charged to the Owner as an Individual Assessment, and shall become a lien on the subject Lot, which lien shall be effective, have priority and be enforceable pursuant to the procedures set forth in this Declaration.

Section 8. Maintenance of Lots. All Lots shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. In the event the Owner shall fail to maintain the Lot as specified herein and such failure continues for at least seven (7) days following delivery of written notice thereof from the Association, the Association shall have the right, exercisable in its sole discretion, to remove any rubbish, refuse, unsightly debris, mow, burn or clear any weeds, grass underbrush and/or growths from the Lot deemed by the Association to be a health menace, fire hazard or a detraction from the aesthetic appearance of Black Hawk Subdivision. In the event the Association, after such notice, causes the subject work to be done, then, in that event, the costs of such work, together with interest thereon at the maximum rate permitted by the usury laws of the State of Tennessee, shall be charged to

the Owner as an Individual Assessment, and shall become a lien on the subject Lot, which lien shall be effective, have priority and be enforceable pursuant to the procedures set forth in this Declaration. The Association may also, at the request of any Lot Owner, including the Declarant, and for an agreed charge to the Lot Owner, maintain any undeveloped Lots, so as to prevent such undeveloped Lots from becoming unsightly as defined hereinabove. The costs of such work, together with interest thereon at the maximum rate permitted by the usury laws of the State of Tennessee, shall be charged to the Owner as an Individual Assessment, and shall become a lien on the subject Lot, which lien shall be effective, have priority and be enforceable pursuant to the procedures set forth in this Declaration.

Section 9. Setback. All setback will be as shown on the recorded Plat(s). However, the Declarant or the A.R.B. may impose additional requirements as each individual case may necessitate during the A.R.B.'s approval process.

Section 10. No solar discs, antennae or reception devise shall be permitted on any lot. Satellite dishes, not to exceed eighteen (18") inches in diameter, are to be located in such a manner as to be concealed from the view of the public street abutting the subject lot, and shall not be placed without the prior written approval of the A.R.B.

Section 11. Except as hereinafter provided, all driveways and parking areas shall have hard impervious, dustless surfaces. Driveways may connect to Streets and the public right-of-way at only two (2) points for each Lot and such connection shall provide continuity of any drainage swale or curb and shall blend into the Street or right-of-way pavement. No curbside parking areas may be created. Leadwalls must be stone or of stone veneer. The design and location of all driveways shall be approved in advance by the A.R.B. It shall be obligatory upon all Owners of Lots in this cluster to consult with the authorities of the governing body having jurisdiction before any driveways, culverts, or other structures or grading are constructed within the limits of any dedicated roadways, and such placements or construction shall be done in accordance with the requirements of the governing body having jurisdiction in order that the roads or streets within the cluster which shall be affected by such placement or construction may not be disqualified for acceptance in the road system of the governing body having jurisdiction.

Section 12. Utilities. All Owners shall use the central water system provided for service of the Property. Each Owner shall connect his water line to the water distribution main serving his Lot and shall pay all availability charges, periodic charges and the like in connection therewith. Each Owner shall maintain and repair his water line up to the point of delivery and collection. No individual water supply system shall be permitted. No water shall be obtained from any lake, stream or water body. All septic tank and drain fields shall be confined to the Owner's Lot. All propane gas tanks must be buried into the ground and shall not be visible above grade level or from any public right-of-way or Street. Public utility easements, as shown on the recorded plat, shall be for the purpose of constructing, maintaining, installing and opening utilities such as gas, water, electricity, telephone and cable television. No structure of any kind except fences approved by the

Developer or the architectural control committee shall be erected or maintained upon or over said easements or swales, except such as are constructed for public utility purposes.

Section 13. Hobbies And Activities. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly and unkept conditions, shall not be pursued or undertaken on any part of any Lot.

Section 14. Animals and Pets. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in or on any Lot or in the Common Areas and facilities, except that dogs, cats or other usual household pets may be kept in or on the Lots subject to the rules and any other agreements, provided that they are not kept, bred or maintained for any commercial purpose, and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Subdivision Property upon three (3) days written notice from the Developer, or the Association. Animal pens or cages shall not be permitted. Any fencing of animals shall be erected in the Subdivision only with prior permission of the Developer or the A.R.B. and subject to the other provisions, restrictions, guidelines and requirements of this Declaration. Horses shall be permitted only on Lots of three (3) or more acres. One (1) horse shall be permitted on Lots of three (3) to five (5) acres; and two (2) horses shall be permitted on Lots greater than five (5) acres. In no case shall more than two (2) horses be permitted.

Section 15. Prohibited Activities. Noxious or offensive activities shall not be carried on upon any Lot; no residence or other structure shall be used for office or business purposes; and residents shall refrain from any act or use of their property which could reasonably cause embarrassment, discomfort or annoyance to Owners and residents of other property made subject to this Declaration.

Section 16. Business Use. No trade or business may be conducted in or from any Lot, except that an Owner or occupant residing at a Lot may conduct business activities so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence; (b) the business activity conforms to all zoning requirements for the Lot; (c) the business activity does not involve persons coming onto the Lot who do not reside at the Lot or door-to-door solicitation of residents within the Association Properties; and (d) the business activity is consistent with the residential character of the Association Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety or other residents of the Association Properties, as may be determined in the sole discretion of the A.R.B.

Section 17. Mail Boxes. Only mail boxes of a type designated by the Developer shall be permitted by a Lot owner, or its occupant, and shall be maintained by the Lot owner in a neat and safe manner until such time as the Developer no longer owns a lot in Newport Crossing; thereafter mail boxes shall be approved by the A.R.B.

Black Hawk

Section 18. Clothesline. Outside clotheslines will not be permitted on any Lot.

Section 19. Basketball Goals. All basketball goals must be placed in the rear or side yard of any Lot and shall not be placed at or near the street.

Section 20. Signs. No signs shall be erected or maintained on any Lot, except one professionally lettered, builder or realtor sign, or sign of the Owner advertising the residence and lot for sale or rent, without the prior written approval of the A.R.B., or except as may be required by legal proceedings. The size and design of all signs, numbering for the lot, mailboxes and other such materials shall be approved by the A.R.B. and shall display continuity and conformity throughout Black Hawk Subdivision.

Section 21. Swimming Pools. No swimming pools shall be erected or placed on any lot unless its design and placement are approved in advance by the A.R.B. Limitations shall include, but not be limited to the following:

(a) Composition to be of material thoroughly tested and accepted by the industry for such construction.

(b) Swimming pools, pool decks, fencing, screen enclosures, patio and terrace slabs may not extend into the minimum yard setback areas, except by special from A.R.B.

Landscape, pool, recreation and security lighting shall be designed so as not be an annoyance to the surrounding residents. Light sensitive switches shall not control such lighting.

Section 22. Vehicles and Parking. No trailer, truck (with the exception of 3/4 ton or smaller non-commercial pickup trucks), motorcycle, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time. No automobile or pickup truck, which is inoperable, shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street in the subdivision. No trailer, boat, truck (with the exception of 3/4 ton or smaller noncommercial pickup trucks), or other vehicle, except an automobile, shall be parked on any street in the subdivision for a period in excess of twenty-four hours in any one calendar year. No repairs of any vehicle shall be performed on any lot. No automobile or 3/4 ton or smaller non-commercial pickup truck or repairmen truck or moving van shall be parked on any street for longer than eight (8) hours in a twenty-four (24) hour period. The A.R.B. may grant an Owner permission to bring onto the property a nonpermitted vehicle upon application by the Lot Owner if the Association finds that an A.R.B. garage is available for storage of the nonpermitted vehicle and the Lot Owner owns the nonpermitted vehicle.

Section 23. Christmas Decorations. All exterior Christmas decorations must be removed by January 31 of each year.

Section 24. Window Units No window air-conditioning units or window fans shall be permitted on any lot.

Section 25. Fences, Walls and Hedges. No fences may be constructed on any Lot except those approved in advance by the A.R.B. The A.R.B. shall require the composition of any fence, wall or hedge to be consistent with the material used in the surrounding Single-Family Residences and other fences, if any. Chain Link fencing may not be used except for the outer perimeter fencing around approved tennis courts. Fencing design must accompany the final working drawings submitted to the A.R.B. for any proposed Single-Family Residence.

Section 26. Accessory Buildings. No accessory or detached building of any kind will permitted on any Lot, except those which will be permitted within the prescribed setbacks and with the prior written approval of the A.R.B., which approval may be denied in its sole discretion and in compliance with the Williamson County Codes for Accessory Buildings. House Barns are permitted only on Lots of two (2) acres or more and may not be metal exterior. Detached shops are not permitted.

Section 27. Garbage and Trash Containers. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and except as required during trash collection, all containers shall be kempt within an enclosure, which the A.R.B. shall require to be constructed on each Lot.

Section 28. All Lots owned by the Developer or Developer's assignees primarily for the purpose of sale and all property in Newport Crossing used by the Developer for construction, development, offices, garages for equipment, storage of materials and supplies, and for sales offices and accommodations shall be exempt from Sections 1 through 27 of this Article.

Section 28. It is expressly understood that the Developer may grant variances or exceptions to the restrictions under this Article for good reason shown, such as causes arising from topography; however, this right granted the Developer only exists until such time as the first improvement on each Lot is sold. After all Lots are sold, the A.R.B. in accordance with other provisions of these covenants may only grant such variances.

ARTICLE X
COVENANTS RUNNING WITH THE LAND

All provisions, conditions, restrictions, options, benefits and burdens contained in this Declaration of Covenants and Restrictions and the Bylaws attached hereto and forming a part hereof shall be construed as covenants running with the land and with every part thereof and every interest therein, including, but not limited to, every Lot and the incidents and appurtenances of every Lot; and every Owner and every claimant of any interest of any nature at any time in the Land, or any Lot, either present or future, and his heirs, executors, administrators, successors and assigns shall be bound by and entitled to the benefits of the same.

ARTICLE XI
GENERAL PROVISIONS AND SEVERABILITY

- (a) The Developer, as Owner of all of the Lots at the time of execution of the Declaration of Covenants and Restrictions, shall name the original Board of Directors, who shall serve for a term as provided herein of the Bylaws of the Association and until their successors are appointed or elected. The original members of the Board of Directors need not be Owners, notwithstanding any provision of the Bylaws to the contrary.
- (b) If any term, covenant, restriction, provision, phrase or other element of the Declaration of Covenants and Restrictions, Plat or Bylaws is held to be invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever any other term, provision, restriction, covenant or element of the said documents.
- (c) Captions used in the Declaration of Covenants and Restrictions and Bylaws are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of the Declaration of Covenants and Restrictions and Bylaws.
- (d) If any provision of this Declaration of Covenants and Restrictions or any section, sentence, clause, phrase or word or the application thereof in circumstance be judicially held in conflict with the laws of the State of Tennessee, then the said laws shall be deemed controlling, and the validity of the remainder of this Declaration of Covenants and Restrictions and the application of any provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.
- (e) The contents of this Declaration of Covenants and Restrictions and/or the Bylaws may be amended by the Developer as hereinafter provided; or alternatively by recording an amendment bearing the signature of the Owners of record of at least two-thirds (2/3) of the total votes of the Owners and, for so long as Developer owns at least one (1) Lot, the Developer. Nothing herein contained shall require the

holder of a security interest in a Lot to join in an amendment unless the amendment changes the size of said Lot or the pro rata interest of said Lot in Common Elements, but no such joinder shall be required if the amendment is specifically provided for herein.

(f) Owners shall be entitled to cast one (1) vote for each Lot owned.

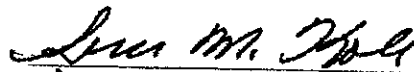
(g) Notwithstanding anything herein to the contrary, the Developer reserves the right to amend this Declaration of Covenants and Restrictions and the Bylaws attached hereto as Exhibit B until such time as Developer has sold and conveyed seventy-five percent (75%) of the total number of Lots or until five (5) years from the date of recording this Declaration of Covenants and Restrictions, whichever shall last occur. Any amendment by the Developer shall be effective on recording same in the Williamson County Register's Office and delivering a copy thereof by certified mail to the Board of Directors of the Association.

(h) Developer shall have the right to assign its rights and obligations under this Declaration of Covenants and Restrictions without the prior consent, permission or approval of any other party. After such assignment, Developer shall have no further liability under or in connection with this Declaration of Covenants and Restrictions to any party.

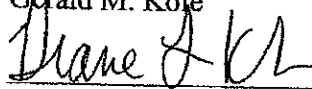
(i) All of the covenants, restrictions and other provisions of this Declaration shall run with the bind the Property for an initial term of fifty (50) years from the date of recordation of this Declaration, after such time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument executed by all record owners has been recorded, agreeing to terminate these covenants and restrictions.

(j) Enforcement of the covenants and restrictions contained herein and of any other provision hereof shall be by any appropriate proceeding at law or in equity against any person or persons violating or attempting to violate said covenants and restrictions or provision, either to restrain violation, to enforce personal liability, or to recover damages, or by any appropriate proceeding at law or in equity against the land to enforce any charge or lien arising by any of said covenants and restrictions or other provisions shall in no event be deemed a waiver of the right to do so thereafter. The Association shall have the first right and duty to institute appropriate proceedings for enforcement, but failure or refusal of the Association to act within a reasonable time shall authorize any affected Owner to do so at his expense.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed effective the 15th day of FEB., 2005.



Gerald M. Kole



Diane L. Kole

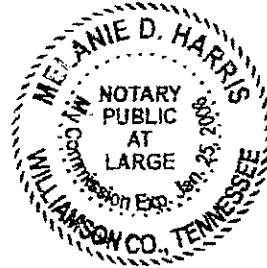
STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned Notary Public in the State and County aforesaid, personally appeared GERALD M. KOLE AND WIFE, DIANE L. KOLE, with whom I am personally acquainted and who, upon oath, acknowledged themselves to be the within named bargainer, and that they, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at office this 15th day of February, 2005.


Notary Public

My commission expires:
1-25-06



This Instrument Prepared By:
Mid-State Title & Escrow, Inc.
128 Holiday Court, Suite 125
Franklin, Tennessee 37067
Z:amdrestrictions

**AMENDMENT TO DECLARATION OF COVENANTS AND
RESTRICTIONS FOR BLACK HAWK SUBDIVISION**

THIS DECLARATION, made this 21st day of June, 2005, by Gerald M. Kole and wife, Diane L. Kole, hereinafter called the "Developer" or "Declarant", who developed the lots located in subject subdivision of record in Plat Book 40, pages 27a and 27b, Register's Office of Williamson County, Tennessee.

The Developer hereby amends the Declaration of Covenants and Restrictions for Black Hawk Subdivision of record in Book 3480, page 1, Register's Office of Williamson County, Tennessee as follows:

1. Pursuant to Article XI, Item (g), the Developer hereby amends Section 10 item (a) on page 16 of said declaration to read the following:

"Heated living area on the Lots shall contain at least 4,000 square feet."

IN WITNESS WHEREOF, the Developer has caused this Amendment to Declaration to be exercised the day and year first above written

DEVELOPER:

By: Gerald M. Kole
Gerald M. Kole

By: Diane L. Kole
Diane L. Kole

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Gerald M. Kole and wife, Diane L. Kole, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the within named bargainer, executed the foregoing instrument for the purpose therein contained.

Witness my hand and seal at office in Franklin, Tennessee, this 21st day of June, 2005.

Melanie D. Harris
NOTARY PUBLIC
My commission expires: 1-25-06

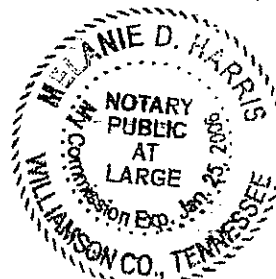


EXHIBIT A
LEGAL DESCRIPTION

(ATTACHMENT OF LEGAL IN INSTRUMENT OF RECORD
IN BOOK 2973, PAGE 136 REGISTER'S OFFICE OF WILLIAMSON COUNTY)

EXHIBIT B
BYLAWS
OF
BLACK HAWK HOMEOWNERS' ASSOCIATION, INC

ARTICLE I

Section 1. Name. The name of this corporation is Black Hawk Homeowners' Association, Inc. (the "Association"). Its principal place of business is P.O. Box 37, College Grove, TN 37046. The Association may have such other offices within or without the State of Tennessee as the Board of Directors or the Owners may from time to time designate.

Section 2. Purpose. The purpose of the Association is to administer on a non-profit basis, and through a Board of Directors, Black Hawk Subdivision; to elect the Board of Directors; to amend and supplement from time to time these Bylaws and the system of administration; and to do and perform any and all other things, matters, or acts required by or permitted by the Owners or an assembly or council under The Horizontal Property Act of the State of Tennessee, T.C.A. § 66-27-101, et seq.

ARTICLE II

Section 1. Applicability. These Bylaws and each provision thereof shall be applicable to all Owners of Lots as defined in the Declaration of Covenants and Restrictions for Black Hawk Subdivision in the Register's Office of Williamson County, Tennessee (the "Declaration"). All capitalized terms not otherwise defined herein shall have the respective meaning ascribed thereto in the Declaration of Covenants and Restrictions.

ARTICLE III

Section 1. Eligibility. The Owner or Owners of a Lot, who have become such in compliance with all of the requirements and conditions contained in the Declaration of Covenants and Restrictions, including these Bylaws, shall be entitled to attend and vote at all meetings of the Association. The Developer shall be considered the Owner of each Lot, which is unsold by them. Ownership of a Lot shall be the sole qualification for membership in the Association.

Section 2. Voting Rights. The Owner or Owners of a Lot shall be entitled to vote at all meetings of the Association, as provided in said Declaration of Covenants and Restrictions. Where two or more persons own a Lot, the vote allocated to that Lot shall be cast by the one authorized by such two or more Lot, and in the event of failure of such authorization, no vote shall be recorded for that Lot. Where only one of two or more Owners of a Lot is present in person at a meeting, such one shall be presumed to be authorized by all Owners of said Lot and shall be entitled to cast the vote with respect for

that Lot. Where one person or a group of persons owns more than one Lot, such person or group shall be entitled to cast one (1) vote for each Lot owned.

Section 3. Corporation as Owner. In the event a partnership, trustee, corporation or other entity owns a Lot or Lots, after having complied with all conditions precedent contained in the Declaration of Covenants and Restrictions, including these Bylaws, the votes of such may be cast by a partner, trustee or officer of the same or by any person authorized in writing by a partner, trustee or officer thereof, to represent the same.

ARTICLE IV

Section 1. Place of Meeting. Meetings of the membership shall be held at the principal office or the place of business of the Association or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

Section 2. Annual Meetings. The annual meetings of the Association shall be held at 6:00 P.M. on the 15th of November of each year, beginning in accordance with Article V hereof, at a place designated in writing to the Owners of all Lots, for the purpose of appointing or electing a Board of Directors and of transacting any other business authorized to be transacted by the Owners; provided, however, that if such day is a legal holiday, then the meeting shall be held at the same hour on the next following business day.

Section 3. Special Meetings. Special meetings of the Association shall be held whenever called by the President, the Board of Directors or by the written request of Owners holding at least twenty five percent (25%) of the total votes of the Association. When a special meeting is so called, the Secretary shall mail or deliver written notice of the meeting to all Owners.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail or deliver a notice of each annual or special meeting, stating the date, time and place (and purpose, in the case of special meetings) thereof, to each Owner of a Lot(s) of record, at his or her address as it appears on the membership book of the Association, if any, or if no such address appears, at his or her last known place of address, at least ten (10) days but no more than two (2) months prior to such meeting. The written statement of the Secretary or other person giving the notice may give proof of such mailing or delivery. Attendance by an Owner of a Lot at any meeting of the Owners shall be a waiver of notice by him or her of the time, place and purpose thereof.

Section 5. Quorum. The presence, either in person or by proxy, of Owners representing at least fifty-one percent (51%) of the total votes entitled to be cast with respect to any question, shall be requisite, and shall constitute a quorum, for the transaction of business at all meetings of Owners. If the number of Owners at a meeting drops below the quorum and the question of a lack of a quorum is raised, no business may thereafter be transacted.

Section 6. Adjourned Meeting. If any meeting of Owners cannot be organized because a quorum has not attended, the Owners who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Voting. At every meeting of the Owners, each of the Owners of Lot(s) shall have the right to cast his or her vote on each question. The vote, in person or by proxy, of Owners representing a fifty-one percent (51%) majority of the total votes entitled to be cast with respect to any decision required to be approved by the Owners shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Charter of Incorporation, or of the Declaration of Covenants and Restrictions, or of these Bylaws, a different vote is required, in which case such express provision shall govern and control. No Owner shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association.

Section 8. Proxies. Votes may be cast in person or by proxy. Proxies, to be valid, shall be in writing for the particular meeting designated therein and any adjournments thereof and shall be filed with the secretary of the Association prior to the meeting.

Section 9. Action Without Meeting. Whenever the vote of Owners at a meeting thereof is required or permitted to take any action in accordance with any statute, the Declaration of Covenants and Restrictions or these Bylaws, such meeting and vote may be dispensed with if all Owners who would have been entitled to vote upon such action receive a written ballot from the Association. The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approvals shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equal or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

Section 10. Order of Business. The order of business at all regularly scheduled meetings of the Owners shall be as follows:

- (a) Roll call and certificate of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of Officers, if any.
- (e) Reports of committees, if any.
- (f) Unfinished business.
- (g) New business.
- (h) Election or appointment of inspectors of election.
- (i) Election of directors.

In the case of a special meeting, items (a) through (d) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meeting.

ARTICLE V

Section 1. Number of Qualification. The administration of the Association, its business and affairs, and management of the Common Elements shall be vested in its Board of Directors, which shall consist of at least three (3) persons until the second meeting of Owners in accordance with Section 5 of this Article V. At such meeting, the Owners shall elect three (3) persons to replace the former Directors in accordance with Section 5 of this Article V, a majority of whom shall be Owners in Black Hawk Subdivision, or in the event of Ownership of a Lot by a partnership, trustee, corporation or other entity, a partner, trustee, officer or other designated representative thereof.

Section 2. Initial Directors. The initial Directors shall be elected by the Developer and need not be Owners of the Association. The names of the Directors who shall act as such from the date upon which the Declaration of Covenants and Restrictions is recorded in the Register's Office of Williamson County, Tennessee, until the first annual meeting of the Owners or until such time as their successors are duly chosen and qualified are as follows:

Section 3. Power and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and of Black Hawk Subdivision and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done by the Owners. The powers and duties of the Board of Directors shall include, but not be limited to, the following:

- (a) To hold title to and possession of funds and property, including the maintenance funds and other assessments and including title to any purchased Lot or purchased leasehold interest pursuant to the powers hereinabove conferred, as trustee for the use and benefit of the Owners of Lots;
- (b) To make and collect maintenance fund assessments against Owners to defray the costs of the Property, including, without limitation, all costs and expenses of maintaining, repairing, replacing, improving, altering, operating and administering the Lots and the Common Elements and of engaging all necessary service and employees therefore;
- (c) To use the proceeds of assessments in the exercise of its powers and duties;
- (d) To oversee the maintenance, repair, replacement, operation and administration of the Property, including the Common Elements;
- (e) To make and amend regulations respecting the use of the Property, including the Common Elements;
- (f) To enforce by legal means, or otherwise, the provisions of the Declaration of Covenants and Restrictions, including the Bylaws and the regulations for the use of the property;
- (g) To contract for the management of the Association and to delegate to a manager the management duties of the Board of Directors, to be performed by such manager under the supervision of the Board of Directors;

(h) To pay any taxes and assessments which are liens against any part of the property other than individual Lots and the appurtenances thereto and to assess the same against the Lot subject to such liens; to oppose the levying of any such taxes;

(i) To carry insurance for the protection of Owners and the Board of Directors against casualty and liabilities;

(j) To pay the cost of all power, water, sewer and other utility services rendered to the Association and not billed to Owners of individual Lots;

(k) To employ personnel for reasonable compensation to perform the services required for proper administration of the Association, including, without limitation, auditors, attorneys, bookkeepers and managers;

(l) To designate, hire and/or dismiss the personnel necessary for the good working order of Black Hawk Subdivision and to provide services for the community in a manner consistent with law and the provisions of these Bylaws and the Declaration of Covenants and Restrictions; and

(m) To take such other and additional actions as may be deemed advisable to carry out the intent and purposes hereof.

Section 4. Nomination. A Nominating Committee shall make nomination for election to the Board of Directors. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Owners. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Owners, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Owners or non-Owners.

Section 5. Election and Term of Office.

(a) The term of the Directors named herein shall expire when their successors have been elected at the first meeting of Owners and are duly qualified. No later than the date that the Developer has sold and conveyed Lots that represent a total of twenty-five percent (25%) or more of the undivided interests in the Common Elements, the Owners shall meet, and at such meeting Owners other than Developer shall elect one-third (one) of the Directors and the Developer shall elect the other two-thirds (two) of the Directors, which three Directors shall serve until the meeting described in the next paragraph.

(b) Within the earlier of (i) four (4) months after seventy-five percent (75%) of the Lots have been conveyed to Lot purchasers; or (ii) five (5) years after the first Lot is conveyed to a Lot purchaser, all Owners shall meet, including Developer, and shall elect three (3) Directors to replace all of those Directors earlier elected or designated by the Owners or Developer, respectively. At least a majority of the Directors (i.e., at least two (2) Directors) shall be elected by the Owners other than the Developer. The terms of the three (3) Directors shall be staggered so that the terms of one-third (one) of the Directors will expire and a successor will be elected at each annual meeting of the

Owners thereafter. At such annual meetings, a successor to the Director whose terms then expire shall be elected to serve terms lasting for a period of three years or until his or her successor has been elected and duly qualified.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Owners shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a director until a successor is elected by the Owners at the next annual meeting.

Section 7. Removal of Directors. At a regular meeting, or special meeting duly called for such purpose, any Director may be removed with or without cause by the affirmative vote of Owners representing at least two-thirds (2/3) of the total votes of Owners present (but in no event by less than the affirmative vote of Owners representing a fifty-one percent (51%) majority of the total votes entitled to be cast) and a successor may then and there be elected to fill the vacancy thus created. The term of any Director who becomes more than sixty (60) days delinquent in payment of any assessments and/or carrying charges due the Association shall be automatically terminated and the remaining Directors shall appoint his successor as provided in Section 6 of this Article.

Section 8. Compensation. No compensation shall be paid to any Director for services as such, except upon approval by a majority of the total votes of the Owners at a meeting of the Owners. The Board may reimburse any member of the Board for expenses actually incurred by him upon approval. This provision shall not preclude, however, the Board of Directors from employing an independent contractor for some or all of the above services or employing an officer or administrator as an employee of the Association, such as manager or as a bookkeeper, auditor, attorney or the like.

Section 9. Organizational Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present.

Section 10. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone, telegraph or facsimile, at least two (2) days prior to the day named for such meeting unless such notice is waived.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the President or any two (2) Directors on at least two (2) days' notice to each Director, given personally or by mail, telephone, telegraph or facsimile, which notice shall state the date, time, place and purpose of the meeting.

Section 12. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time, place and purpose thereof. If all the Directors are present and remain present at any meeting of

the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 13. Quorum. At all meetings of the Board of Directors the presence of a majority of the Directors entitled to vote shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any such adjourned meeting, any business, which might have been transacted at the meeting as originally called, may be transacted without further notice.

Section 14. Action Without Meeting. Any action of the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to take such action without a meeting. Such written consent or consents describing the action taken and signed by each Director shall be filed with the minutes of the proceedings of the Board of Directors. If all Directors consent to taking such action without a meeting, the affirmative vote of the number of Directors that would be necessary to take such action at a meeting is the act of the Board.

Section 15. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for the Association's trust funds shall furnish adequate fidelity bonds. The Association shall pay the premiums on such bonds.

ARTICLE VI

Section 1. Designation. The principal officers of the Corporation shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. Prior to the first annual meeting of members, the officers of the Association need not be members of the Association. The Directors may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgment may be necessary. The same person may fill the offices of Secretary and Treasurer.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He or she shall execute contracts and agreements in the name and behalf of the Board when directed by the Board. He or she shall preside at all meetings of the Owners and of the Board of Directors. He or she shall have all of the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the membership from time

to time as such person may, in his or her discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated to him or her by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Owners of the Association; he or she shall have custody of the seal of the Association, if any; have charge of the membership transfer books and of such other books and papers as the Board of Directors may direct; and shall, in general, perform all duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for corporate funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He or she shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

Section 8. Compensation. No compensation shall be paid to any officer for services as such, except upon approval by a majority of the total votes of the Owners. The Board may reimburse any officer for expenses actually incurred by him or her upon approval.

ARTICLE VII

Section 1. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer and Director of the Association against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or Director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding) if approved by the then Board of Directors of the Association to which he or she may be made a party by reason of being or having been an officer or Director of the Association, whether or not such person is an officer or Director at the time such expenses are incurred. The officers and Directors of the Association shall not be liable to the Owners of the Association for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and Directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association or of Black Hawk Subdivision (except to the extent that such officers or Directors may also be Owners of Lots), and the Association shall indemnify and forever hold each such officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or Director of the Association or former officer or Director of the Association may be entitled.

Section 2. Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view to the interest of the Association and the planned development. No contract or other transaction between the Association and one or more of its Directors, or between the Association and any corporation, firm or association (including the Developer) in which one or more of the Directors of this Association are Directors or officers or are pecuniarily or otherwise interested, is either void or voidable because such Director or Directors are present at a meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes, and the Board authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; and

(b) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed.

Common or interested Directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction with like force and effect as if he or she were not such Director or officer of such other corporation or not so interested.

ARTICLE VIII

Section 1. Management and Common Expenses. The Association, acting by and through its Board of Directors, shall manage, and operate the affairs of the Association and, for the benefit of the Lots and the Owners thereof, shall enforce the provisions hereof and shall pay out of the common expense fund herein and elsewhere provided for, the following:

(a) The cost of such insurance as the Association may effect from time to time

(b) The cost of providing such legal and accounting services as may be considered necessary to the operation of the Association and Black Hawk Subdivision.

(c) The cost of any and all materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like, which the Association secures in the discretion of the Board of Directors or by the vote of the Owners shall be deemed necessary or proper.

(d) The cost of the maintenance or repair on any Lot in the event such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the general common area or to preserve the appearance or value of Black Hawk Subdivision or is otherwise in the interest of the general welfare of all Owners of the Lots; provided, however, that no such maintenance or repair shall be undertaken without a resolution by the Board of Directors and not without reasonable written notice to the Owner of the Lot proposed to be maintained and provided, further, that the cost thereof shall be assessed against the Lot on which such maintenance or repair is performed and,

when so assessed, a statement for the amount thereof shall be sent promptly to the then Owner of said Lot at which time the assessment shall become due and payable and a continuing lien and obligation of said Owner.

(e) All other items, which are listed as responsibilities of the Association as, found in the Declaration of Covenants and Restrictions.

Section 2. Right of Entry. For the purpose solely of performing any of the repairs or maintenance required or authorized by these Bylaws, or in the event of a bona fide emergency involving illness or potential danger to life or property, the Association, through its duly authorized agents or employees, shall have the right, after reasonable efforts to give notice to the Lot Owner or occupant, to enter upon any Lot at any hour considered to be reasonable under the circumstances.

ARTICLE IX

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January every year, except for the first fiscal year of the Association, which shall begin at the date of incorporation. The commencement day of the fiscal year herein established shall be subject to change by the Board of Directors should corporate practice subsequently dictate.

Section 2. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with good accounting practice. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures affecting Black Hawk Subdivision and its administration and shall specify the maintenance and repair expenses incurred. The Owners shall credit that amount of any assessment required for payment of any capital expenditures of the Association upon the books of the Association to the "Paid-In-Surplus" account as a capital contribution.

Section 3. Reports. The Association shall furnish its Owners, and the holder of first mortgages requesting same within ninety (90) days from the date of close of each fiscal year, with an annual financial statement, including the income and disbursements of the Association.

Section 4. Inspection of Books. The books and accounts of the Association, and vouchers accrediting the entries made thereupon, shall be available for examination by the Owners, and/or their duly authorized agents or attorneys, and to the institutional holder of any first mortgage on any Lot and/or its duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their interest as Owners.

Section 5. Execution of Association Documents. With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Association by either the President or Vice President, and all checks shall be executed on behalf of the Association by such officers, agents, or other persons as are from time to time so authorized by the Board of Directors.

Section 6. Employment of Management Company. The Association shall be authorized to employ a management company to aid the Association in carrying out its

duties and responsibilities. Prior to passage of control of the Association from the Developer, no management or service contract shall be entered into unless there is a right of termination, without cause, upon ninety (90) days' written notice.

ARTICLE X

Section 1. Amendments. These Bylaws and the system of administration may be amended by the affirmative vote of (i) Owners representing at least two-thirds (2/3's) of the total votes entitled to be cast at any meeting of the Owners duly called for such purpose, and (ii) the Developer, so long as the Developer owns any Lot and only after thirty (30) days' prior written notice to the institutional holders of all first mortgages on the Lots in Black Hawk Subdivision. The Board of Directors may propose amendments or by petition signed by Owners representing at least thirty percent (30%) of the total number of votes entitled to be cast. A description of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment is to be voted upon. The said system of administration and these Bylaws, however, may only be amended in such manner that all of the provisions required by the Code of Tennessee to be within the contents of the Bylaws shall always be embodied in the Bylaws. No such modification or amendment of a system of administration or of these Bylaws shall be operative unless and until it is embodied in a written instrument and is recorded in the Register's Office of Williamson County, Tennessee.

ARTICLE XI

Section 1. Notice to Board of Directors. Any Owner of any Lot who mortgages such Lot shall promptly notify the Board of Directors of the name and address of his mortgagee and, if requested so to do, shall file a conformed copy of such mortgage with the Board of Directors. The Board of Directors shall maintain suitable records pertaining to such mortgages.

Section 2. Definition. As used in this Article, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees and the term "mortgage" shall include a deed of trust. As used generally in these Bylaws, the term "institutional holder or "institutional mortgagee" shall include banks, trust companies, insurance companies, savings and loan associations, pension funds and any corporation, including a corporation of, or affiliated with, the United States government, or any agency thereof.

ARTICLE XII

Section 1. Registered Agent. The registered agent shall be designated as the person authorized to accept service of process in any action relating to two or more Lots or to the Common Areas.

Section 2. Notices. Unless another type of notice is herein or elsewhere specifically provided for, any and all notices called for in the Declaration of Covenants and Restrictions or these Bylaws shall be given in writing.

Section 3. Severability. In the event any provision or provisions of these Bylaws shall be determined to be invalid, void or unenforceable, such determination shall not

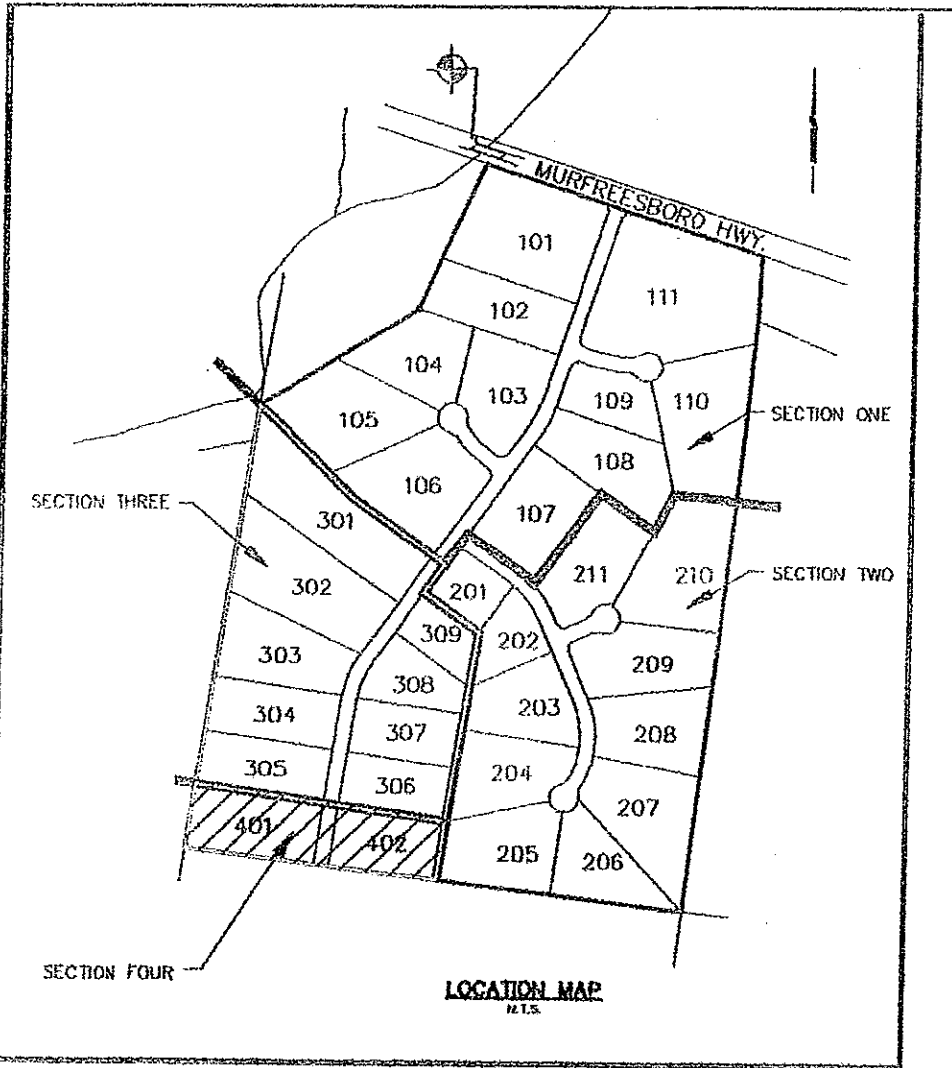
render invalid, void or unenforceable any other provisions hereof, which can be given effect.

Section 4. Waiver. No restriction, condition, obligation or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 5. Captions. The captions contained in these Bylaws are for convenience only and are not a part of these Bylaws and are not intended in any way to licit or enlarge the terms and provisions of the Bylaws.

Section 6. Gender, Etc. Whenever in these Bylaws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

CONFLICTS. THESE BYLAWS ARE SUBORDINATE TO ALL PROVISIONS OF THE DECLARATION OF COVENANTS AND RESTRICTIONS. ALL OF THE TERMS HEREOF, EXCEPT WHERE CLEARLY REPUGNANT TO THE CONTEXT, SHALL HAVE THE SAME MEANING AS IN THE DECLARATION OF COVENANTS AND RESTRICTIONS. IN THE EVENT OF ANY CONFLICT BETWEEN THESE BYLAWS AND THE DECLARATION OF COVENANTS AND RESTRICTIONS, THE PROVISIONS OF THE DECLARATION OF COVENANTS AND RESTRICTIONS SHALL CONTROL, AND IN THE EVENT OF ANY CONFLICT BETWEEN THE AFORESAID DECLARATION OF COVENANTS AND RESTRICTIONS AND ANY OF THE LAWS OF THE STATE OF TENNESSEE, THE PROVISIONS OF THE STATUTE SHALL CONTROL.



CONV - CONVENTIONAL SUBSURFACE SEPTIC SYSTEM
 LPP - LOW PRESSURE PIPE SYSTEM
 MLPP - MODIFIED LOW PRESURE PIPE SYSTEM
 4BR - 4 BEDROOM
 WDD - WITH DRAWDOWN DRAIN
 4500 - SQUARE FEET IN SEPTIC AREA
 A B C CURTAIN OR DRAWDOWN DRAIN

A1

 SEPTIC AREA GRID
 B3

LOT	MINIMUM DEPTH		A	B	C			
401	36"	GRND ELEV.	787.9	780.0	783.0			
		INV. ELEV.	784.9	OUTLET	OUTLET			
LOT	MINIMUM DEPTH		A	B	C	D	E	F
402	36"	GRND ELEV.	784.5	783.7	778.6	784.4	782.5	777.5
		INV. ELEV.	781.5	780.7	OUTLET	781.2	779.5	OUTLET