

VOL 0817 PAGE 748

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
DALLAS DOWNS

EVANS, JONES & REYNOLDS

230 Fourth Avenue North, Sixth Floor
Metropolitan Federal Building
Nashville, TN 37219-0047
615/259-4685

TABLE OF CONTENTS

VOL 0817 PAGE 749

	<u>Page</u>
I. DEFINITIONS	1
1. Area of Common Responsibility	1
2. Association	2
3. By-Laws	2
4. Class "B" Control Period	2
5. Common Area	2
6. Common Expenses	2
7. Community Common Property	2
8. Community-wide Standard	2
9. Declarant	2
10. District	3
11. General Assessment	3
12. Limited Common Area	3
13. Lot	3
14. Master Land Use Plan	3
15. Member	3
16. Mortgage	3
17. Mortgagee	3
18. Neighborhood	3
19. Neighborhood Assessments	4
20. Owner	4
21. Person	4
22. Private Buffer Areas	4
23. Properties	5
24. Special Assessment	5
25. Subsequent Amendment	5
26. User Fee	5
27. Unit	5
28. Voting Member	5
II. PROPERTY RIGHTS	6
III. MEMBERSHIP AND VOTING RIGHTS	6
1. Membership.....	6
2. Voting	6
3. Class "A"	6
4. Class "B"	7
5. Neighborhoods and Electoral Districts.....	7
6. Neighborhoods	7
7. Electoral Districts	8
IV. MAINTENANCE AND TAXES.....	9

	1. Association's Responsibilities	9
	2. Owner's Responsibility.....	10
	3. Neighborhood's Responsibility	10
V.	INSURANCE AND CASUALTY LOSSES	11
	1. Insurance.....	11
	2. Individual Insurance.....	14
	3. Disbursement of Proceeds.....	14
	4. Damage and Destruction.....	15
	5. Repair and Reconstruction.....	16
VI.	NO PARTITION.....	16
VII.	CONDEMNATION	16
VIII.	ANNEXATION OF ADDITIONAL PROPERTY	17
	1. Annexation Without Approval of Class "A"	17
	2. Annexation With Approval of Class "A" Membership	17
	3. Acquisition of Additional Common Area..	18
	4. Amendment	18
IX.	RIGHTS AND OBLIGATIONS OF THE ASSOCIATION ..	18
	1. Common Area	18
	2. Personal Property and Real Property for Common Use.....	18
	3. Rules and Regulations	18
	4. Implied Rights	19
	5. Powers of the Association With Respect to Neighborhoods.....	19
	6. Special Services	20
X.	ASSESSMENTS	20
	1. Creation of Assessments.....	20
	2. Computation of Assessment.....	21
	3. Special Assessments.....	22
	4. User Fee	23
	5. Lien for Assessments.....	23
	6. Capital Budget and Contribution.....	23
	7. Date of Commencement of Assessments....	24
	8. Subordination of the Lien to First Mortgages.....	24
	9. Capitalization of Association.....	24
	10. Exempt Property.....	25

XI.	DESIGN, DEVELOPMENT AND USE STANDARDS.....	25
1.	Purpose.....	25
2.	Administration.....	25
3.	Review Process.....	25
4.	General Design Standards.....	27
4.1	Landscape Design and Construction.....	27
4.2	Signage.....	28
4.2.1	Neighborhood Entrance Signs.....	28
4.2.2	Temporary Signs.....	28
4.3	Lighting.....	28
4.4	Objectional Uses.....	28
4.5	Screening.....	28
4.6	Animals and Pets.....	29
4.7	Nuisance and Hazardous Substances	29
4.8	Unsightly or Unkempt Conditions...	29
4.9	Antennas.....	29
4.10	Clotheslines, Garbage Cans, Tanks, Etc.	30
4.11	Subdivision of Unit.....	30
4.12	Guns.....	30
4.13	Pools.....	30
4.14	Irrigation.....	30
4.15	Trailers and Temporary Structures.....	30
4.16	Drainage.....	30
4.17	Utility Lines.....	31
4.18	Air Conditioning Units.....	31
4.19	Lighting.....	31
4.20	Artificial Vegetation, Exterior Sculpture, and Similar Items.....	31
4.21	Energy Conservation Equipment.....	31
4.22	Mailboxes.....	31
4.23	Playground.....	31
4.24	Fences.....	31
4.25	Business Use.....	31
4.26	Skateboards.....	32
5.	General Residential Standards.....	32
5.1	Building Design.....	32
5.2	Landscaping, Walls, Fences and Sidewalks.....	33
5.3	Construction Standards.....	34
5.4	General Building Design Standards..	34
5.5	Design Standards for Single Family Residences.....	35

XII.	GENERAL PROVISIONS	35
	1. Term.....	35
	2. Amendment.....	36
	3. Indemnification.....	36
	4. Easements of Encroachments.....	37
	5. Easements for Utilities, Etc.	37
	6. Easement for Access to Adjacent Property.....	38
	7. Severability.....	38
	8. Perpetuities.....	38
	9. Litigation.....	38
	10. Use of the Words "Dallas Downs".....	39
	11. Security.....	39
XIII.	MORTGAGE PROVISIONS.....	40
	1. Notices of Action.....	40
	2. Special Provision.....	40
	3. No Priority.....	41
	4. Notice to Association.....	41
	5. Amendment by Board.....	41
	6. Applicability of Article XIII.....	42
	7. Failure of Mortgagee to Respond.....	42
XIV.	REGULATION BY THE CITY OF FRANKLIN.....	42
XV.	DECLARANT'S RESERVED RIGHTS	43

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
DALLAS DOWNS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this ____ day of _____, 1989, by DALLAS DOWNS L.P., a limited partnership organized under the laws of Tennessee.

W I T N E S S E T H

WHEREAS, Declarant owns the real property described in Exhibit "A" attached hereto and incorporated herein by reference and intends by this Declaration to impose upon the Properties (as defined herein) mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of residential property within the Properties. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Properties, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Properties as are now or hereafter subjected to this Declaration;

NOW, THEREFORE, Declarant hereby declares that all of the property described in Exhibit "A" and any additional property as is hereafter subjected to this Declaration by Subsequent Amendment (as defined herein) shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting subjected to this Declaration and which shall be binding on all parties having any right, title, or interest in the described Properties or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof. Neither any of the property described in Exhibit A nor any additional property hereafter subjected to this Declaration shall be sold before the establishment of the property owners association, Dallas Downs Community Association, Inc.

Article I
Definitions

The terms in this Declaration and the By-Laws shall be construed to have their ordinary, generally accepted meanings unless otherwise specifically defined herein or in the By-Laws. In addition, the following definitions shall apply:

Section 1. "Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, which by the terms of this Declaration or by contract with any Person or by agreement with any Neighborhood become the responsibility of the Association. The office of any property manager employed by or contracting with the Association, if

located on the Properties, may be part of the Area of Common Responsibility.

Section 2. "Association" shall mean and refer to the Dallas Downs Community Association, Inc., a Tennessee nonprofit corporation, its successors or assigns. The Board of Directors or "Board" shall be the elected body having its normal meaning under Tennessee corporate law. The use of the term "association" or "associations" in lower case shall refer to any condominium association or other owners association having jurisdiction over any part of the Properties.

Section 3. "By-Laws" shall mean and refer to the By-Laws of Dallas Downs Community Association, Inc., attached hereto as Exhibit "C" and incorporated herein by reference, as they may be amended from time to time.

Section 4. "Class "B" Control Period" shall mean and refer to the period of time during which the Class "B" member is entitled to appoint the members of the Board of Directors, as specified in Article V, Section 1, of the By-Laws.

Section 5. "Common Area" shall mean all real and personal property which the Association now or hereafter owns or otherwise holds for the common use and enjoyment of the Owners.

Section 6. "Common Expense" shall mean and include the actual and estimated expenses of operating the Association, both for general and Neighborhood purposes, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation of the Association.

Section 7. "Community Common Property" shall mean common areas and private buffer areas.

Section 8. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined and set forth by the Board of Directors and the Design Committee.

Section 9. "Declarant" shall mean and refer to Dallas Downs L.P. or its successors, successors-in-title or assigns who take title to any portion of the undeveloped or unsold property described on Exhibit "B" or any additional property hereafter subjected to this Declaration by subsequent amendment for the purpose of development or sale and who are designated as the Declarant hereunder in a recorded instrument executed by the immediately preceding Declarant.

Section 10. "District" shall mean a group comprised of one or more housing types and representing a political unit for the purpose of electing directors, as more particularly described in Article III, Section 3(b), of this Declaration.

Section 11. "General Assessment" shall mean and refer to assessments levied to fund expenses for the benefit of all Members of the Association.

Section 12. "Limited Common Areas" shall mean and refer to certain portions of the Common Area which are for the exclusive use and benefit of one or more, but less than all, Neighborhoods. All costs associated with maintenance, repair, replacement and insurance of Limited Common Areas shall be assessed against the Owners of Units in only those Neighborhood which are benefitted thereby as a Neighborhood Assessment, as defined herein. By way of illustration and not limitation, Limited Common Areas may include recreational facilities intended for the exclusive use of Owners within a particular Neighborhood or Neighborhoods and supported exclusively by Neighborhood Assessments. Initially, any Limited Common Areas shall be designated as such in the deed conveying the Common Area to the Association. A portion of the Common Area may be assigned as Limited Common Area of a particular Neighborhood and Limited Common Area may be reassigned upon the vote of a majority of the total Association vote, including a majority of the votes within the Neighborhood(s) to which they are assigned.

Section 13. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the property with the exception of the common area.

Section 14. "Master Land Use Plan" shall mean and refer to the Land Use Plan map or maps for the property described on Exhibit "B" most recently approved by the City of Franklin, Tennessee, as such map or maps may be amended from time to time.

Section 15. "Member" shall mean and refer to a Person entitled to membership in the Association, as provided herein.

Section 16. "Mortgage" shall mean and refer to a mortgage, deed of trust, deed to secure debt, or other security deed.

Section 17. "Mortgagee" shall mean and refer to a beneficiary or holder of a mortgage, deed of trust, deed to secure debt, or other security deed.

Section 18. "Neighborhood" shall mean and refer to areas designated by Declarant comprised of one (1) or more housing types subject to this Declaration, whether or not governed by an additional owners association, in which owners may have common interests other than those common to all Association members,

such as a common theme, entry features, development name, and/or common areas and facilities which are not available for use by all Association members. For example, and by way of illustration and not limitation, each cluster development and single family housing development shall constitute a separate Neighborhood. In addition, each parcel of land intended for development as any of the above shall constitute a Neighborhood, subject to division into more than one (1) Neighborhood upon development. Where the context permits or requires, the term Neighborhood shall also refer to the Neighborhood Committee (established in accordance with the By-Laws) or Neighborhood Association (as defined in Article III, Section 3) having jurisdiction over the property within the Neighborhood.

Section 19. "Neighborhood Assessments" shall mean assessments for common expenses provided for herein or by a Subsequent Amendment which shall be used for the purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of the Units against which the specific Neighborhood Assessment is levied and of maintaining the properties within a particular Neighborhood, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized herein.

Any Neighborhood Assessment shall be levied equally against all Units in the Neighborhood benefitting from the services supported thereby, provided that in the event of assessments for exterior maintenance of structures, or insurance on structures, or replacement reserves which pertain to particular structures or improvements (pursuant to a Subsequent Amendment or supplement to this Declaration), or other expenses incurred for the benefit of particular Units, such assessments may be levied on a pro rata basis among the benefited Units.

Section 20. "Owner" shall mean and refer to one (1) or more Persons who hold the record title to any Unit which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a recorded contract of sale, and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the Owner.

Section 21. "Person" means a natural person, a corporation, a partnership, a trustee, or other legal entity.

Section 22. "Private Buffer Areas" means common open space areas located on private lots that are to be used only by and maintained by the owners of those lots. These areas are designated on the Land Use Plan and the final plats as "Private Buffer," "Private Landscape Buffer," or "Private Greenway."

Section 23. "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto and shall further refer to such additional property as is hereafter subjected to this Declaration by Subsequent Amendment.

Section 24. "Special Assessment" shall mean and refer to assessments levied in accordance with Article X, Section 3, of this Declaration.

Section 25. "Subsequent Amendment" shall mean an amendment to this Declaration which subjects additional property to this Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the Land submitted by that Subsequent Amendment to the provisions of this Declaration.

Section 26. "Unit" shall mean a portion of the Properties intended for development, use and occupancy as an attached or detached residence for a single family, and shall, unless otherwise specified, include within its means (by way of illustration, but not limitation) townhouse units, cluster units, patio or zero lot line homes, and single-family detached houses on separately platted lots, as well as vacant land intended for development as such, all as may be developed, used, and defined as herein provided or as provided in Subsequent Amendments covering all of a part of the Properties. The term shall include all portions of the lot owned including any structure thereon.

In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to contain the number of Units designated for such parcel on the Land Use Plan or the site plan approved by Declarant, whichever is most recent.

Section 27. "User Fee" shall mean a voluntary fee paid by residents of Dallas Downs for the use of amenities such as the swimming pool built by the Declarant; residents outside the development may pay the fees for the use of such facility if the Board of Directors approves such an arrangement.

Section 28. "Voting Member" shall mean and refer to the representative selected by the Members of each Neighborhood to be responsible for casting all votes attributable to Units within the Neighborhood for election of directors, amending this Declaration or the By-Laws, and all other matters provided for in this Declaration and in the By-Laws. The Voting Member from each Neighborhood shall be the senior elected officer (e.g., Neighborhood Committee chairman or Neighborhood Association president) from the Neighborhood; the alternate Voting Member shall be the next most senior officer.

Article II
Property Rights

Every Owner shall have a right and easement of enjoyment in and to the Common Area, subject to this Declaration as it may be amended from time to time and to any restrictions or limitations contained in any deed conveying such property to the Association. Any Owner may delegate his or her right of enjoyment to the members of his or her family, lessees, and social invitees subject to reasonable regulation by the Board and in accordance with procedures it may adopt. An Owner who leases his or her Unit shall be deemed to have delegated all such rights to the Unit's lessee.

Declarant reserves the right to amend this Declaration unilaterally at any time during the Class "B" Control Period for the purpose of removing certain portions of the Properties then owned by the Declarant or its affiliates or the Association from the provisions of this Declaration, without prior notice and without the consent of any Person other than the owner thereof, to the extent such property was included originally in error or as a result of any changes whatsoever in the plans for Dallas Downs desired to be effected by the Declarant, provided such withdrawal conforms to the site plan and to the overall, uniform scheme of development for Dallas Downs and provided that any required approval has been given by the City of Franklin.

Article III
Membership and Voting Rights

Section 1. Membership. Every Owner, as defined in Section 20 of Article 1, shall be deemed to have a membership in the Association; such membership is mandatory for each Owner and successive Owner. No Owner, whether one or more Persons, shall have more than one (1) membership per Unit owned. In the event the Owner of a Unit is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the By-Laws. The membership rights of a Unit owned by a corporation or partnership shall be exercised by the individual designated in a written instrument provided to the Secretary, subject to the provisions of this Declaration and the By-Laws.

Section 2. Voting. The Association shall have two (2) classes of membership, Class "A" and Class "B", as follows:

(a) Class "A". Class "A" Members shall be all Owners with the exception of the Class "B" Member, if any.

Class "A" Members shall be entitled to one (1) equal vote for each Unit in which they hold the interest required for

membership under Section 1 hereof; provided, no Owner shall be entitled to a vote for any Unit until such time as the Unit is subject to the full annual assessment under Article X, Section 6 hereof. There shall be only one (1) vote per Unit. Unless otherwise specified in this Declaration or the By-Laws, the vote for each Unit shall be exercised by the Voting Member, as defined in Article I, representing the Neighborhood of which the Unit is a part.

In any situation where a Member is entitled personally to exercise the vote for his Unit and more than one (1) Person holds the interest in such Unit required for membership, the vote for such Unit shall be exercised as those Persons determine among themselves and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Unit's vote shall be suspended if more than one (1) Person seeks to exercise it.

(b) Class "B". The Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve actions taken under this Declaration and the By-Laws, are specified elsewhere in the Declaration and the By-Laws. The Class "B" member shall be entitled to one (1) vote per Unit owned and, in addition, whether or not any Units are owned, shall be entitled to appoint a majority of the members of the Board of Directors during the Class "B" Control Period, as specified in Article V, Section 1 of the By-Laws. The Class "B" membership shall terminate and be converted to Class "A" membership after the expiration of the Class "B" Control Period.

Section 3. Neighborhoods and Electoral Districts.

(a) Neighborhoods. Every Unit shall be located within a Neighborhood as defined in Article I. The Units within a particular Neighborhood may be subject to additional covenants and/or the Unit Owners may all be members of a separate owners association ("Neighborhood Association") in addition to the Association, but no such Neighborhood Association shall be required except in the case of a condominium. Each Neighborhood Association or Committee may, upon the affirmative vote, written consent, or a combination thereof of a majority of Owners within the Neighborhood, request that the Association provide a higher level of service or special services for the benefit of Units in the Neighborhood, the cost of which shall be assessed against the benefitted Units pursuant to Article X. In addition, any Subsequent Amendment or declaration of covenants affecting the Property within a Neighborhood which is executed or consented to by Declarant may assign the maintenance, insurance or other responsibilities to the Association, the cost of which shall be assessed as a Neighborhood Assessment. The senior elected officer of the Neighborhood Association or the Neighborhood Committee shall serve as the Voting Member for such Neighborhood

and shall cast all votes attributable to Units in the Neighborhood on all Association matters requiring membership vote, unless otherwise specified in this Declaration or the By-Laws. The Voting Member may cast all votes as it, in its discretion, deems appropriate.

Initially, Declarant shall designate each portion of the Properties which shall constitute a Neighborhood at the time it is subjected to this Declaration. The developer of any such Neighborhood may apply to the Board of Directors to divide the parcel constituting the Neighborhood into more than one (1) Neighborhood at any time. Upon a petition signed by a majority of the Unit Owners in the Neighborhood, any Neighborhood Association or Neighborhood Committee may also apply to the Board of Directors to divide the property comprising the Neighborhood into two (2) or more Neighborhoods. Any such application shall be in writing and shall include a plat of survey of the entire parcel which indicates the boundaries of the proposed Neighborhoods. The Neighborhood division requested by the Neighborhood or parcel developer shall automatically be granted unless the Board of Directors denies such application in writing within ten (10) days of its receipt thereof. The Board may deny an application only upon determination that there is no reasonable basis for distinguishing between the areas proposed to be divided into separate Neighborhoods. All applications and copies of any denials shall be filed with the books and records of the Association and shall be maintained as long as this Declaration is in effect.

(b) Electoral Districts. In order to allocate representation on the Board of Directors among the various housing types and residential areas within the Properties and to ensure that no single group, by virtue of its size, is able to elect the entire Board of Directors and exclude representation of others, Districts shall be established for election of directors to the Board of Directors. Districts may be composed of one (1) or more Neighborhoods and need not be equal in population. A District may contain non-contiguous Property, but to the extent practical it shall be composed of properties dedicated to similar uses. No District shall be comprised of less than fifteen (15) percent of the total number of Units within the Properties. The number of Districts within the Properties shall not exceed the total number of directors authorized to serve on the Board of Directors pursuant to the By-Laws. The number of directors to be elected by and from each District shall be determined in accordance with Article IV, Section 1, of the By-Laws.

Districts initially shall be established by the Declarant by filing in the Williamson County, Tennessee, land records an addendum to this Declaration designating by metes and bounds description or map all parcels of property contained within a specified District. As additional property is subjected to this

Declaration pursuant to Article VIII hereof, such addendum may be amended by Declarant to change the composition of existing Districts or to establish new Districts to account for the additional property. After expiration of the Declarant's right to annex property pursuant to Article VIII hereof, the Board of Directors shall have the right to file or amend such addendum upon the vote of at least two-thirds (2/3) of the total number of Directors. Neither recordation nor amendment of such addendum shall constitute an amendment to this Declaration and shall not require the formality thereof. Until such time as an addendum is filed, all of the Properties shall constitute a single District. After an addendum is filed, any and all portions of the Properties which are not assigned to a specific District therein, until so assigned, shall constitute a single District.

Article IV
Maintenance and Taxes

Section 1. Association's Responsibility. The Association shall maintain and keep in good repair the Area of Common Responsibility, such maintenance to be funded as hereinafter provided. This maintenance shall include, but not be limited to, (i) maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, and improvements situated upon such areas, landscaping on medians and rights-of-way of all public roads, and landscaping of any buffers; (ii) all recreational facilities and other structures located upon the Common Areas; (iii) all equipment, pipes, lines and structures providing well or steam water for landscaping within the Area of Common Responsibility. The Association shall be responsible for the payment of local taxes imposed upon the common open space and facilities.

Notwithstanding the obligation to maintain the Area of Common Responsibility, the Board of Directors may discontinue the operation of any fountain or similar aesthetic device within such Area of Common Responsibility if, in its sole discretion, the Board determines that doing so is in the best interest of the Association.

Notwithstanding that the Association may have responsibility for maintaining Limited Common Areas, all costs associated with maintenance, repair and replacement of Limited Common Areas shall be assessed solely against the Units in the Neighborhood(s) benefitting therefrom as a Neighborhood Assessment pursuant to Article X, Section 1, of this Declaration.

The Association shall maintain, repair and replace any Property within a Neighborhood for which such responsibility is specifically assigned to the Association by any Subsequent Amendment or additional declaration of covenants records in the Williamson County, Tennessee, land records affecting any portion

of the Properties, provided such Subsequent Amendment or additional declaration is executed by or consented to by Declarant. If any such instrument is not executed or consented to by Declarant, then Declarant's written consent shall be attached thereto and recorded in the land records. In addition, the Association may, in the discretion of its Board, assume the maintenance responsibilities of a Neighborhood Association set out in this Declaration or in any Subsequent Amendment or additional declaration subsequently recorded either by contract or agreement or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard of the Properties. The provision of services in accordance with this Section shall not constitute discrimination within a class.

Section 2. Owner's Responsibility. Each Owner shall maintain his or her Unit and all structures, parking areas, landscaping, (including the Private Buffer Area located on the Unit) sidewalks, including the sidewalks on the streets fronting the Unit except for the sidewalks on Dallas Boulevard, and other improvements comprising the Unit in a manner consistent with the Community-Wide Standard the minimum City of Franklin Requirements and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to a Neighborhood Association pursuant to any additional declaration of covenants applicable to such Unit. If any Owner fails properly to perform his or her maintenance responsibility, the Association may perform it and assess all costs incurred by the Association plus a fee equal to ten (10) percent of such costs against the Unit and the Owner in accordance with Article X, Section 2 of this Declaration; provided, however, except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry.

Section 3. Neighborhood's Responsibility. Each Neighborhood shall be responsible for paying, through Neighborhood Assessments, costs of maintenance of certain Common Areas and Limited Common Areas within or adjacent to such Neighborhood which primarily benefit the Owners of Units within the Neighborhood, including, without limitation, the costs of maintenance of any right-of-way and greenspace between the Neighborhood and adjacent public roads, maintenance of all landscaping on medians and rights-of-way of all public roads, any lighting systems, sidewalks, private streets or parking areas within the Neighborhood and any lakes or ponds within the Neighborhood, regardless of ownership and regardless of the fact that such maintenance may be performed by the Association. The Board of Directors shall identify, prior to levying assessments for any fiscal year, which property shall be maintained at Neighborhood expense pursuant to this paragraph during such

fiscal year; provided, to the greatest extent possible, all similarly situated Neighborhoods shall be treated the same.

Any Neighborhood Association having responsibility for maintenance of all or a portion of the property within a particular Neighborhood pursuant to a declaration of covenants affecting the Neighborhood shall perform such maintenance responsibility in a manner consistent with the Community-Wide Standard. If any such Neighborhood Association fails to perform its maintenance responsibility as required herein and in any additional declaration, the Association may perform it and assess the costs against all Units within such Neighborhood Association as provided in Article X, Section 3 of this Declaration.

Article V
Insurance and Casualty Losses

Section 1. Insurance. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if reasonably available, for all insurable improvements on the Common Area. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred (100) percent of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

Premiums for all insurance on the Common Area shall be common expenses of the Association and shall be included in the General Assessment, as defined in Article I, Section 10, and as more particularly described in Article X, Section 1. The policy may contain a reasonable deductible, and in the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be responsible for the repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

In addition to casualty insurance on the Common Area, the Association may, upon request of a Neighborhood Association or Committee, obtain and continue in effect adequate blanket all-risk casualty insurance in such form as the Board of Directors deems appropriate for one hundred (100) percent of the replacement cost of all structures located on Units within the Neighborhood and/or common property of the Neighborhood Association, and charge the costs thereof to the Owners within the benefitted Neighborhood as a Neighborhood Assessment, as defined in Article X hereof. Notwithstanding this authority, the Association shall not be obligated to provide insurance for any Neighborhood unless specifically assigned such responsibility in

a Subsequent Amendment or additional declaration of covenants affecting such Neighborhood executed by Declarant or consented to by Declarant as evidenced by a written consent attached hereto and recorded in the Williamson County, Tennessee, land records.

Insurance obtained on the properties within any Neighborhood whether obtained by such Neighborhood or the Association, shall at a minimum comply with the applicable provisions of this Section 1, including the provisions of this Article applicable to policy provisions, loss adjustment, and all other subjects to which this Article applies with regard to insurance on the Common Area. All such insurance shall be for the full replacement cost. All such policies shall provide for a certificate of insurance to be furnished to each Member insured, to the Association, and to the Neighborhood Association, as applicable.

The Board shall also obtain a public liability policy covering the Common Area, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. If reasonably available, the public liability policy shall have at least One Million (1,000,000) Dollar single person limit as respects bodily injury and property damage, a One Million (1,000,000) Dollar limit per occurrence, and a Five Hundred Thousand (500,000) Dollar minimum property damage limit.

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

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

(b) All policies on the Common Area shall be for the benefit of the Association and its members as their interests may appear; all policies secured at the request of a Neighborhood shall be for the benefit of the Neighborhood Association, if any, the Owners of Units within the Neighborhood and their Mortgagees, as their interests may appear.

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

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

(e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one (1) or more qualified persons, at least one (1) of whom must be in the real estate industry and familiar with construction in the Williamson County, Tennessee, area.

(f) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners, and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair, and reconstruct, instead of paying cash;

(iii) that no policy may be cancelled, invalidated or suspended on account of any one or more individual Owners;

(iv) that no policy may be cancelled, invalidated or suspended on account of the conduct of any Director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or Mortgagee;

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

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

In addition to the other insurance required by this Section, the Board shall obtain, as a common expense, workers' compensation insurance, if and to the extent necessary, directors' and officers' liability coverage, and a fidelity bond or bonds on directors, officers, employees, and other Persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the directors' best business judgment but, if reasonably available, may not be less than three (3) months' assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion

of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

Section 2. Individual Insurance. By virtue of taking title to a Unit subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on the Unit(s) and structures constructed thereon meeting the same requirements as set forth for insurance in Section 1 of this Article V, unless the Neighborhood Association or Committee for the Neighborhood in which the Unit is located or the Association carries such insurance. Each Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction of structures comprising his Unit, the Owner shall proceed promptly to repair or reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article XI of this Declaration and the Owner shall pay any costs or any repair or reconstruction which are not covered by insurance proceeds, such repair or reconstruction to be completed within one hundred eighty (180) days of the date of the occurrence of the damage or destruction. In the event that the structure is totally destroyed the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall, within thirty (30) days of the date of the damage or destruction, clear the Unit of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Owner shall continue to maintain the Unit in a neat and attractive condition consistent with the Community-Wide Standard.

A Neighborhood Association or Committee may impose more stringent requirements regarding the standards for rebuilding or reconstructing structures on the Units subject to its jurisdiction and the standard for returning the Units to their natural state in the event the structures are not rebuilt or reconstructed.

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

benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

Section 4. Damage and Destruction.

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

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

(c) In the event that it should be determined in the manner described above that the damage or destruction to the Common Area or the common property of any Neighborhood Association shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Properties shall be restored to their natural state and maintained by the Association or the Neighborhood Association, as applicable, in a neat and attractive condition, consistent with the Community-Wide Standard. However, all minimum requirements for landscaping and amenities as required by Franklin regulations shall be maintained.

Section 5. Repair and Reconstruction. If the damage or destruction to the Common Area or to the common property of a Neighborhood Association for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Voting Members, levy a special assessment against all Owners on the same basis as provided for General Assessments, provided if the damage or destruction involves the common property of a Neighborhood Association, only the owners of Units in the affected Neighborhood Association shall be subject to such assessments. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

Article VI
No Partition

Except as is permitted in the Declaration or amendments thereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in the Properties or any part thereof seek any judicial partition unless the Properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

Article VII
Condemnation

Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Voting Members representing at least two-thirds (2/3) of the total Association vote and the Declarant, as long as the Declarant owns any property described on Exhibits "A" or "B") by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant, so long as the Declarant owns any property described in Exhibits "A" or "B" of this Declaration, and Voting Members representing a least seventy-five (75) percent of the total vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the

Association. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

Article VIII
Annexation of Additional Property

Section 1. Annexation Without Approval of Class "A" Membership. As the owner thereof, or if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option from time to time at any time until all property described on Exhibit "B" has been subjected to this Declaration or January 1, 1999, whichever is earlier, to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the real property described in Exhibit "B", attached hereto and by reference made a part hereof, whether in fee simple or leasehold, by filing in the public records of Williamson County, Tennessee, an amendment annexing such Properties. Such Subsequent Amendment to this Declaration shall not require the consent of members or Voting Members. Any such annexation shall be effective upon the filing for record of such Subsequent Amendment unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other Person the said right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of the real property described in Exhibits "A" or "B" attached hereto and that such transfer is memorialized in a written, recorded instrument executed by the Declarant.

Section 2. Annexation With Approval of Class "A" Membership. Subject to the consent of the owner thereof, the Association may annex real property other than that shown on Exhibit "B", and following the expiration of the right in Section 1, the Properties shown on Exhibit "B", to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of Voting Members or alternates representing a majority of the Class "A" votes of the Association (other than those held by Declarant) present at a meeting duly called for such purpose and of the Declarant, so long as Declarant owns property subject to this Declaration or which may become subject in accordance with Section 1 of this Article. Annexation shall be accomplished by filing of record in the Register's Office for Williamson County, Tennessee, a Subsequent Amendment with respect to the Properties being

annexed. Any such Subsequent Amendment shall be signed by the President and the Secretary of the Association, and by the owner of the property being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein. The relevant provisions of the By-Laws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and the proper form of notice of any meeting called for the purpose of considering annexation of property pursuant to this Section 2 and to ascertain the presence of a quorum at such meeting.

Section 3. Acquisition of Additional Common Area. Declarant may convey or cause to be conveyed to the Association additional real estate, improved or unimproved, located within the properties described in Exhibits "A" or "B" which upon conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its Members.

Section 4. Amendment. This Article VIII shall not be amended without the prior written consent of Declarant, so long as the Declarant owns any property described in Exhibits "A" or "B".

Article IX
Rights and Obligations of the Association

Section 1. Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including, without limitation, furnishings and equipment related thereto and common landscaped areas), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof.

Section 2. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property provided any required approval has been given by the City of Franklin. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within the Properties conveyed to it by the Declarant.

Section 3. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines and suspension of the right to vote and the right to use the recreational facilities. The Board shall, in addition, have the power to seek relief in any court for

violations or to abate nuisances. Imposition of sanctions shall be provided in the By-Laws of the Association. In addition, the Association, through the Board, may, by contract or other agreement, enforce county and city ordinances or permit the City of Franklin and the County of Williamson to enforce ordinances on the Properties for the benefit of the Association and its Members.

Section 4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 5. Powers of the Association with Respect to Neighborhoods. The Association shall have the absolute power to veto any action taken or contemplated to be taken by any Neighborhood Association or Committee, and the Association shall have the absolute power to require specific action to be taken by any Neighborhood Association or Committee in connection with the obligations and responsibilities hereunder or under any other covenants affecting the Properties. Without limiting the generality of the foregoing, the Association may require specific maintenance or repairs or aesthetic changes to be effectuated by the Neighborhood Association or Committee, may require that a proposed budget include certain items and that expenditures be made therefor, may veto or cancel any contract providing for maintenance, repair or replacement of the property governed by such Neighborhood Association or Committee and may otherwise require or veto any other action of the Neighborhood Association or Committee or any committee thereof as the Association deems appropriate from time to time.

Any action required by the Association in a written notice to be taken by a Neighborhood Association or Committee shall be taken within the time frame set by the Association in such written notice. If the Neighborhood Association or Committee fails to comply with the requirements set forth in such written notice, the Association shall have the right to effect such action on behalf of the Neighborhood Association or Committee and shall assess the Units contained within such Neighborhood for their pro rata share of any expenses incurred by the Association under the circumstances (to cover the Association's administrative expenses in connection with the foregoing and to discourage failure to comply with the requirements of the Association) in the manner provided in Article X, Section 3. Such assessments may be collected as a Special Assessment hereunder and shall be subject to all lien rights provided for herein.

Section 6. Special Services. The Association shall have the right to make available to Members special services, such as, but not limited to, tennis lessons, or other services, the cost of which is not included in the operating budget of the Association, and to charge user fees or other charges to cover the costs thereof to Members requesting such services.

The Association may allow non-members to use certain amenities upon payment of an adequate user fee to be determined by the Association. Participation of such non-members shall cease when the Association further determines it necessary due to over-usage of the facilities. The method of elimination shall be devised by the Association.

Article X Assessments

Section 1. Creation of Assessments. There are hereby created assessments for Common Expenses as may from time to time specifically be authorized by the Board of Directors to be commenced at the time and in the manner set forth in Section 6 of this Article. There shall be three (3) types of assessments: (1) General Assessments to fund expenses for the benefit of all Members of the Association; (2) Neighborhood Assessments for expenses benefitting only Units within a particular Neighborhood; and (3) Special Assessments as described in Section 3 below.

General Assessments shall be levied equally on all Units. Neighborhood Assessments shall be levied equally on all Units within the Neighborhood for whose benefit Common Expenses are incurred which benefit less than the Association as a whole. Special Assessments shall be levied as provided in Section 3 below. Each Owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and agree to pay these assessments.

All assessments, together with interest at a rate not to exceed the highest rate allowed by Tennessee law as computed from the date the delinquency first occurs, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Unit at the time the assessment rose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first Mortgagee who obtains title to a Unit pursuant to the remedies provided in the Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

The Association shall, upon demand at any time, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid as to any particular Unit. Such certificate shall be conclusive evidence of payment to the Association of such assessment therein stated to have been paid. The Association may require the advance payment of a processing fee not to exceed Fifty (50) Dollars for the issuance of such certificate.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual General Assessment for delinquents. Unless the Board otherwise provides, the General Assessment shall be paid in monthly installments.

No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Areas or abandonment of the Unit. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience of discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

So long as the Declarant has an option unilaterally to subject additional property to this Declaration, the following shall apply: unless assessments have commenced, pursuant to Section 6 below, on all Units subject to this Declaration as of the first day of any fiscal year, the Declarant shall be obligated for the difference between the amount of assessments levied on all Units subject to assessment and the amount of actual expenditures required to operate the Association during the fiscal year. This obligation may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of these.

The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contributions of services or materials or a combination of services and materials with Declarant or other entities for the payment of some portion of the common expenses.

Section 2. Computation of Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning

of the fiscal year and thirty (30) days prior to the meeting at which the budget shall be presented to the Voting Members, to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared and shall separately list general and Neighborhood expenses, if any. The General Assessment to be levied for the coming against each Unit subject to assessment under Section 6 below shall be computed by dividing the total operating budget (excluding Neighborhood expenses) by the total number of Units subjected to this Declaration as of sixty (60) days before the end of the current fiscal year. The Board shall cause a copy of the budget and the amount of the General Assessments to be levied against each Unit for the following year to be delivered to each Owner at least thirty (30) days prior to the meeting. The budget and the assessment shall become effective unless disapproved at the meeting by a vote of the Voting Members or their alternates representing at least a majority of the total Class "A" vote in the Association, and the approval of the Class "B" member, so long as the Class "B" membership exists.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

Section 3. Special Assessments. In addition to the assessments authorized in Section 1 of this Article, the Association may levy a Special Assessment or Special Assessments in any year applicable to that year; provided, such assessment shall have the affirmative vote or written consent of Voting Members or their alternates representing fifty-one (51) percent of the Class "A" vote in the Association held by Members other than Declarant and the approval of the Class "B" member, so long as the Class "B" membership exists.

The Association may levy a Special Assessment against any Member to reimburse the Association for costs incurred in bringing a Member and his Unit into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the By-Laws, and the Association rules, which Special Assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing. The Association may also levy a Special Assessment against the Units in any Neighborhood to reimburse the Association for costs incurred in bringing the Neighborhood into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the By-Laws, and the Association rules and regulations, which Special Assessment may be levied upon the vote of the Board after notice

to the senior officer of the Neighborhood Association or Committee and an opportunity for a hearing.

Section 4. User Fee. A special fee will be established by the Association after construction of the amenities; it will be a voluntary payment for the purpose of maintaining and operating the amenity facilities and will be payable by those members electing to use the facilities. The board of Directors may determine to sell use rights to persons who are nonresidents of Dallas Downs in order to reduce the cost to each individual user; residents of Dallas Downs will have priority over nonresidents and no user rights will be sold to nonresidents, and nonresidents will not be permitted to continue to have or exercise such rights whenever such use will cause the amenities to be taxed beyond their reasonable capacity. The Board of Directors will determine the appropriate time and method to phase out such use by nonresidents.

Section 5. Lien for Assessments. A lien for unpaid assessments and other charges provided for herein shall exist and shall be perfected, without any further action on the Association's part, on all Units on the due date of any such assessment or charge. The Association may, but shall not be required to, record a notice of lien on any Unit to evidence its lien on such Unit. The lien shall be prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value.

Such lien may be enforced by suit, judgment, and foreclosure.

The Association, acting on behalf of the Owners, shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Unit is owned by the Association following foreclosures: (a) No right to vote shall be exercised on its behalf; (b) no assessment shall be assessed or levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid common expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same. After notice and an opportunity for a hearing, the Board may temporarily suspend the voting rights of a Member who is in default in payment of any assessment.

Section 6. Capital Budget and Contribution. The Board of Directors shall annually prepare a capital budget to take into

account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect to both the amount and timing by annual assessments over the period of the budget. The capital contribution shall be fixed by the Board and included within and distributed with the budget and assessment, as provided in Section 2 of this Article.

Section 7. Date of Commencement of Assessments. The assessments provided for herein shall commence as to each Unit on the first day of the first month following the closing of the purchase of the Unit from Declarant. The first annual assessment shall be adjusted according to the number of days remaining in the fiscal year at the time assessments commence on the Unit.

Section 8. Subordination of the Lien to First Mortgages. The lien of assessments, including interest, late charges (subject to the limitations of Tennessee law), and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Unit. The sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from lien rights for any assessments thereafter becoming due. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Unit obtains title, its successors and assigns shall not be liable for the share of the common expenses or assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses of collectible from all of the Units, including such acquirer, its successors and assigns.

Section 9. Capitalization of Association. Upon acquisition of record title to a Unit by the first purchaser thereof other than the Declarant or an owner who purchases solely for the purpose of constructing a dwelling thereon for resale, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to one-sixth (1/6) of the amount of the annual General Assessment per Unit for that year as determined by the Board. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use in meeting unforeseen expenditures, purchasing equipment deemed necessary or desirable, or otherwise covering operating expenses properly incurred by the Association. Such contributions shall not be considered an advance payment of regular assessments.

Section 10. Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of General Assessments, Neighborhood Assessments, and Special Assessments:

- (a) all Common Area; and
- (b) all property dedicated to and accepted by any governmental authority or public utility, including, without limitation, public schools, public streets, and public parks.

Article XI
Design, Development and Use Standards

Section 1. Purpose. The purpose of the design, development and use standards is to establish standards for building and maintaining a life style in the Dallas Downs Planned Unit Development which is consistent with and will complement the historic character of Franklin. Dallas Downs L.P. (Declarant), believes that careful planning and enforcement of design, development and use standards with the design goals of this Declaration will ensure orderly, attractive and lasting development, all of which will preserve and enhance the value of the property comprising the Dallas Downs PUD ("the Property").

Section 2. Administration. The design standards provide for the review and approval of site and building plans and specifications by the Board of Directors of Dallas Downs Community Association, Inc. The Board of Directors of Dallas Downs Community Association, Inc. has established a design and development review committee called the Design Committee ("DC") to perform the functions set forth in the Declaration of Covenants, Conditions, and Restrictions for Dallas Downs ("Declaration"). The DC is the reviewing body which ensures the proper conformance of an owner's, builder's or developer's plans with aesthetics, maintenance, operational aspects of the facility, community acceptance and the overall economics of the Dallas Downs project. It is the responsibility and purpose of the DC to review and approve Owner, builder or developer plans for site and architectural improvements based on the standard set forth in the Declaration. Until seventy-five percent (75%) of the Property, computed on a Unit basis, have been developed and conveyed to purchasers in the normal course of development and sale, the Declarant retains the right to appoint all members of the DC which shall consist of at least three (3), but no more than five (5) persons. There shall be no surrender of this right prior to that time, except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members of the DC.

Section 3. Review Process. Signed plan approval by the DC is required prior to the undertaking of any site improvements,

construction or installation, including clearing, grading, paving, signs, structures, landscaping, building additions or alterations, and subdivisions. Review should be coordinated with the required governmental approvals.

Submission to the City of Franklin, Tennessee, for building permits or site plan approval should not be made until Construction Documents (as hereinafter defined) have been approved by the DC. Site clearing and grading can begin after approval by the DC of all Construction Documents and after proper governmental clearances have been granted. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his unit, or to paint the interior of his unit any color desired. In the event that the DC fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved provided the plans comply with the intent of all conditions.

The approval by the DC of any proposals or plans and specification or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatsoever (including but not limited to color schemes and landscaping) subsequently or additionally submitted for approval or consent.

The DC may authorize variances from compliance with any of the provisions because of circumstances, such as topography, natural obstructions, hardship, aesthetic, or as environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) prohibit the DC from denying a variance in other instances. For purposes of this Section, neither the inability to obtain approval of any governmental agency nor the requirements of any permit, nor the terms of any financing shall necessarily be considered a hardship warranting a variance.

All pertinent requirements of public agencies must be followed in the development of the Property; and all plans must be approved by the appropriate departments in the City of Franklin, Tennessee. Each buyer, whether Owner, builder or developer, must verify code requirements at the time of purchase and development. Although based on local zoning and subdivision

regulations, Dallas Downs Development criteria may be more restrictive in land use, site development standards, landscape requirements, or in other matters. In every case in which the criteria is at variance with public agency requirements, the more restrictive regulations shall govern. Final legal approvals permitting development and occupancy of the Property will be made by the City of Franklin, Tennessee.

Section 4. General Design Standards.

4.1 Landscape Design and Construction. The general approach to landscape design at Dallas Downs shall employ two basic considerations: (1) landscape conservation and (2) conformity to the design application expressed in the purpose as stated in Section 1 of this Article. Owner, builders and developers shall make note of the large variety and quantity of vegetation which already exists at the site. Written permission is required from the DC before removing any trees over 4" caliper. Appropriate construction procedures should be followed to protect and preserve desirable trees, shrubs, and other landscaping which may exist on the construction site or on adjacent or nearby sites. Good examples of mature vegetation should, whenever practical, be saved.

All disturbed ground areas of a building site shall be seeded and strawed, sodded, hydroseeded, covered with plants or mulched with approved landscape materials. Landscape improvements as approved by the DC shall be installed within ninety (90) days after completion of the building.

Stockpiling of any building material shall not be allowed within drip lines of trees. Cutting, filing, or any ground disturbances shall not be allowed within twice the distance of the drip line of existing trees.

Runoff and erosion shall be controlled utilizing approved methods on site during construction while the site is disturbed.

Burning shall not be allowed. Damaged plant materials within set-back areas shall be replaced by the owners, builders, or developers.

Planting for building development sites shall reinforce the natural character and meadow and woodland quality of the surroundings. Cleared areas shall be landscaped with trees, shrubs, and lawns designed to complement the architectural character of proposed buildings in form, locations and scale.

All parking lots, driveways, and walks will be surfaced with exposed aggregate concrete, asphalt, brick, or other approved material.

All new street curbs shall be the City of Franklin standard curb as approved by the DC.

4.2 Signage. The City of Franklin's current sign ordinance shall be applicable.

4.2.1 Neighborhood Entrance Signs. One freestanding identification sign may be erected at a suitably visible and appropriate location approved by the DC. Where more than one entrance occurs for one parcel, a second freestanding identification sign may be erected provided there are at least two hundred fifty (250) linear feet of road frontage between signs.

Lighting for all signage shall be indirect with the source of light concealed from direct view. Totally back-illuminated signage (background and letters/logo) will not be permitted.

Identification signage will not be permitted on the exterior, facade, or roof of any building. No moving or flashing signs will be permitted.

Instructional, directional, and restrictive signs on the site will be reviewed by the DC, with the intent that the signs will be restricted to the minimum number and size necessary, will be visually unobtrusive, and will be consistent in format, lettering, and coloring with the design standards of this development.

4.2.2 Temporary Signs. Temporary signs advertising the construction, sale, or leasing of property must be approved by the DC. The size of temporary signs will be limited to a maximum of thirty-two (32) square feet for an entire neighborhood and seven (7) square feet for an individual lot. A schedule for the erection and removal of temporary signs will be submitted and approved by the DC prior to the erection of such signage.

4.3 Lighting. All outdoor lighting shall be directed so as to avoid glare and excessive light spillage on adjacent property and fronting streets.

4.4 Objectional Uses. No noxious or offensive activity shall be carried on upon any site, nor shall anything be done which might cause embarrassment, discomfort, annoyance or nuisance.

4.5 Screening. Trash containers and maintenance facilities will either be housed in closed buildings or otherwise completely screened from public view in a manner and at the location approved in writing by the DC. Such screening normally includes landscaping or permanent fences of solid materials and will be located as far from property lines as reasonably possible.

4.6 Animals and Pets. No animals of any kind except cats, dogs and other similar and usual household pets may be kept on any lot. Notwithstanding the foregoing, no such pet may be kept, bred or maintained for any commercial purpose.

All pets must be held or kept leashed at all times when not confined and all owners of pets shall be held strictly responsible to immediately collect and properly dispose of the waste and litter of their respective pets.

4.7 Nuisance and Hazardous Substances. No unit shall be used, in whole or in part, for the storage of any property or thing that will cause such unit to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any hazardous substance (as herein defined), substance, thing or material be kept upon any unit that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No hazardous substance shall be incorporated in the construction of any improvement on any unit. Hazardous substances shall mean: any waste, hazardous or toxic material; a hazardous or toxic substance so classified or similarly classified by any federal, state or local environmental statute, regulation, or ordinances as they may be amended from time to time, including, without limitation, asbestos in friable form, and petroleum products. No noxious or offensive activities shall be carried on upon any unit, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the unit. There shall not be maintained any plants or animals or device or thing of any sort the activities or existence of which in any way is noxious, dangerous, unsightly, unpleasant, or of a nature that may diminish or destroy the enjoyment of properties.

4.8 Unsightly or Unkempt Conditions. It shall be the responsibility of each owner to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on his or her unit. The pursuit of hobbies or other activities, including specifically, but not limited to, the assembly and disassembly of motor vehicles and other mechanical devices which might cause noisy, disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Property.

4.9 Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, or other signals of any kind shall be placed, allowed or maintained upon any portion of the Property, including any unit, without the prior written consent of the DC. The Declarant and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna or cable system for the benefit of all or a

portion of the residents should any such master system or systems be utilized by the Association or its members and require any such exterior apparatus.

4.10 Clotheslines, Garbage Cans, Tanks, Etc. All garbage cans, above-ground tanks, and other similar items shall be located or screened so as to be concealed from view of neighboring units, streets, and property located adjacent to the unit. All rubbish, trash, and garbage shall be regularly removed from the unit and shall not be allowed to accumulate thereon. If curbside service is required, all containers shall be removed from the pickup site by 8:00 p.m. of the pickup day. No clothesline shall be permitted on any unit.

4.11 Subdivision of Unit. No unit shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association. Declarant, however, hereby expressly reserves the right to replat any unit or units which it owns prior to conveyance by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

4.12 Guns. The discharge of firearms within the Property is prohibited. The term "firearms" includes "B-B guns and pellet guns, as well as firearms of all types, regardless of size.

4.13 Pools. No above-ground pools shall be erected, constructed or installed on any Unit. Any "in-the-ground" pool shall be fenced with an approved material approved by the DC, taking into consideration, among other things, appropriate child's safety standards.

4.14. Irrigation. No sprinkler or irrigation system of any type which draws upon water from creeks, streams, rivers, lakes, ponds, canals or other waterways within the properties shall be installed, constructed or operated within the Property unless prior written approval has been received from the DC. All sprinkler and irrigation systems shall be subject to approval of the DC and shall draw water only from city or county water supplies or wells, unless otherwise approved.

4.15 Trailers and Temporary Structures. Except as may be permitted by the DC during initial construction of units, no utility shed, shack, trailer or other structure of a temporary nature shall be placed upon any part of the Property.

4.16 Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No person other than Declarant may obstruct or rechannel the drainage flows after

location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves a perpetual easement across the Property for the purpose of altering drainage and water flow for corrective purposes.

4.17 Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Property, except for temporary lines as required during construction and high voltage lines or entrance main lines if required by law or for safety purposes, unless approved by the DC.

4.18 Air Conditioning Units. Except as may be permitted by the Board or its designee, no window air conditioning units may be installed in any unit.

4.19 Lighting. Except for seasonal Christmas decorative lights, which may be used between December 1 and January 10 only, all exterior lights must be approved by the DC.

4.20 Artificial Vegetation, Exterior Sculpture, and Similar Items.

No artificial vegetation shall be permitted on the exterior of any portion of the Property. Exterior sculpture, fountains, flags (other than a reasonably-sized American flag), and similar items must be approved in accordance with this Article.

4.21 Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as determined by the DC.

4.22 Mailboxes. All mailboxes shall satisfy applicable postal regulations and shall conform to specifications established by the Declarant.

4.23 Playground. Any playground or other play areas or equipment furnished by the Association or erected within the Property shall be used at the risk of the user, and the Association shall not be liable to any person for any claim, damage, or injury occurring thereon or related to the use thereof.

4.24 Fences. No fences of any kind shall be permitted on any property except as approved by the DC.

4.25 Business Use. No trade or business may be conducted in or from any unit except that an owner or occupant residing in a unit may conduct business activities within the unit 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 unit; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming onto the Property who do not reside on the Property or door-to-door solicitation of residents of the Property; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offense use, or threaten the security or safety of other residents of the Property, as may be determined by the Board. The terms "business" and "trade," as used in this provision shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which includes the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration. Notwithstanding the above, the leasing of a unit shall not be considered a trade or business within the meaning of this Section.

4.26 Skateboards. No skateboard ramps will be allowed.

Section 5. General Residential Standards

5.1 Building Design. It is intended that a basic harmony of architecture consistent with the purpose of this Article will prevail among the buildings so that no building will detract from the attractiveness of the overall environment.

The architectural character of each proposed building or structure will be in character with the overall historical theme of the Dallas Downs Development. To ensure this compliance, the DC will review all proposed building plans.

Colors, materials, finishes, and building forms should be sensitively integrated with the particular landscape and topographical character of each site.

The site dimensions must be adequate to accommodate the proposed improvements, including the house, parking, drives, and screening.

Finished grades and elevations must be compatible with neighboring sites, particularly with regard to drainage and view.

Within the scope of the approved design styles, each residence will be well designed with respect to the following criteria:

Appropriateness of form, color and materials to design style.

Relationship of window to wall and wall to total form
(well designed massing).

Appropriateness of detailing of form, style and
massing.

Each residence, except apartments, if any, must have a private, fully enclosed garage. The interior walls of all garages must be finished (taped, bedded and painted as a minimum) like other rooms in the building. No garage will be permitted to be enclosed for living or used for purposes other than storage of automobiles and related normal use. Houses with garage doors facing the street shall be required to utilize motorized garage door opener. Garage doors must be kept closed at all times except during egress or ingress. Garages shall be located so as not to attract undue attention.

The proportions of roofs will be consistent with the proposed architectural style. Flat roofs are not permitted. The main roof of the dwelling will have a pitch of not less than seven (7) to twelve (12), unless approved in writing by the DC. Heating/air conditioning and plumbing vents and all other roof-mounted objects will not penetrate the roof on the road side of the building unless determined to be absolutely necessary by the DC. In all cases vents will be painted the same color as the roof.

5.2 Landscaping, Walls, Fences, and Sidewalks. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways will be placed or permitted to remain in any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street lines rounded property corner from the intersection of the street lines extended. The same sight line limitations will apply on any lot within ten (10) feet of the intersection of a street property line with the edge of a driveway or alley pavement. No tree will be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to avoid obstruction of such sight lines.

No structure wall, fence or any other separating device will be permitted beyond the front building line of any lot, or either the front or side building lines of any corner lot, except as approved by the DC.

The owner, builder or developer shall install a concrete sidewalk across the front of each owner's, builder's or developer's lot and parallel to the street curb, which sidewalk shall meet specifications of the City of Franklin. Corner lots

shall have two front lot lines and shall be maintained by the lot owners and a distance of five (5) feet shall exist between the edge of the sidewalk and the street curb unless otherwise approved, in all cases except where sidewalks intersect curbs perpendicularly. Corner lots shall have two front lot lines and shall be maintained by the lot owner. The Declarant will install sidewalks on Dallas Blvd.

Owners, builders and developers will maintain the exterior of all structures on their lots, the sidewalks on the streets abutting their property except on Dallas Blvd., and their yards, hedges, plants and shrubs in a neat and trim condition at all times.

5.3 Construction Standards. Window frames other than wood will be either anodized or electrostatically painted. Metal window frames will be in color harmony with the exterior color and texture of the residence. No unpainted aluminum will be permitted for window framing. Wood frames will be painted, sealed or stained.

Complete guttering, including downspouts, will be installed on all houses unless a brick gutter system is approved by the DC.

Garages, tool sheds and all other out buildings are to be approved by the DC and will be given the same architectural treatment and are to be constructed of the same materials as the main structure.

No exterior alterations of any existing building may be permitted without the prior approval of the DC.

5.4 General Building and Design Standards.

General construction standards require that buildings meet all applicable code requirements, standards and requirements herein are in addition to those.

The exterior building material of all structures shall extend to ground level and shall be either brick, or stucco or a combination of same. However, the Declarant recognizes that the appearance of other exterior building materials (such as wood or vinyl siding in combination with brick) may be attractive and innovative, and reserves the right to approve in writing the use of other exterior building materials if they are in conformance with or complementary to the historical theme. Exposed standard concrete blocks, prefabricated metal buildings, or simulated brick, or stone will not be allowed.

The color of exterior materials shall be earth-tone, including shades of terra cotta, brown, grey, and green.

Unnatural brick tones will not be allowed. All colors will be approved by the DC.

No excavation will be made except in conjunction with construction of an improvement. When such improvement is completed, all exposed openings will be backfilled, graded, and seeded or otherwise landscaped.

Once commenced, construction will be diligently pursued to the end and it may not be left in partly finished condition any longer than reasonably necessary.

5.5 Design Standards for Single Family Residences. Each neighborhood identified by tract number will have its own minimum square footage requirements. All minimum square footage excludes garages and open porches.

Estate Neighborhood (1 1/2 to 2 1/2-acre lots)	-	Tracts 1 and 2
	-	Minimum of 4,000 sq. ft. If 1 1/2 or 2 story, 1st floor minimum of 2,500 sq. ft.
Estate Neighborhood (1-acre lots or less)	-	Tracts 1 and 2
	-	Minimum of 2,400 sq. ft. If 1 1/2 or 2 story 1st floor minimum of 1,200 sq. ft.
Village Neighborhood	-	Tracts 3 and 8
		Minimum of 1,200 sq. ft. If 1 1/2 or 2 story 1st floor minimum of 900 sq. ft.
Multifamily Neighborhood	-	Tracts 4, 5, 6 and 7
		To be determined*

*Amendments to these covenants will be made before each plat for Tracts 4, 5, 6, and 7 are filed to determine the minimum size unit and other restrictions that may be particular to that neighborhood.

Article XII General Provisions

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Properties subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the

date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified herein. The provisions of Article IV shall run with and bind the land in perpetuity.

Section 2. Amendment. Prior to the conveyance of the first Unit, Declarant may unilaterally amend this Declaration. After such conveyance, the Declarant may amend this Declaration so long as it still owns property described in Exhibits "A" or "B" for development as part of the Properties; and so long as the amendment has no material adverse effect upon any right of any Owner; thereafter and otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing ninety percent (90%) for the first twenty (20) years of the total votes of the Association thereafter. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment must be recorded in the Register's Office for Williamson County, Tennessee.

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority to so consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. No amendment may be made to Article XIV without the approval of the City of Franklin. All amendments must conform to Section 11-904(5) of the Franklin Zoning Ordinance and to all other applicable ordinances and laws.

Section 3. Indemnification. The Association shall indemnify every officer, director, and committee member 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 settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director or committee member. The officers, directors and committee members shall not be liable for any mistake or judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made

by them in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), 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 or any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

Section 4. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Unit and such portion or portions of the Common Area and Private Buffer Area adjacent thereto or as between adjacent Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restriction) to a distance of not more than one (1) foot, as measured from any point on the common boundary between each Unit and the adjacent portion of the Common Area or as between said adjacent Units, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, tenant, or the Association.

Section 5. Easements for Utilities, Etc. There is hereby reserved unto Declarant, its general partners, and its designees, so long as any of the foregoing own any property described on Exhibits "A" or "B", and to the Association and its designees, (which may include, without limitation, City of Franklin and Williamson County, Tennessee, and any utility) blanket easements upon, across, over, and under all of the Common Area, Private Buffer Area, and, to the extent shown on any plat, over the Units for ingress, egress, installation, replacing, repairing, and maintaining cable television systems, master television antenna systems, security, and similar systems, walkways, and all utilities, including, but not limited to, water, irrigation water supply systems, sewers, meter boxes, telephones, gas, and electricity.

Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Properties, except as may be approved by the Association's Board of Directors or as provided by the Declarant. Should any entity furnishing a service covered by the general easement herein provided requested a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement on said Properties without conflicting with the terms hereof. The

easements provided for in this Article shall in no way adversely affect any other recorded easement on the Properties.

The Board shall have, by a two-thirds (2/3) vote, the power to dedicate all or part of the Common Area to City of Franklin, Williamson County, Tennessee, or any other local, state, or federal governmental entity, subject to such approval requirements as may be contained in Article XIV, Section 2 of this Declaration. The Association shall lower its assessment fees accordingly if common area obligations are reduced.

Section 6. Easement for Access to Adjacent Property. The Declarant, its general partners, and its duly authorized agents, representatives, and employees as well as their successors, assigns, licensees and mortgagees, shall have and there is hereby reserved an easement over the Properties for the purposes of enjoyment, use, access, and development of the property described in Exhibit "B" attached hereto and by this reference incorporated herein. This easement includes but is not limited to ingress and egress over Common Areas and Private Buffer Areas for construction of roads and installation of utilities on the property described in Exhibits "B". Declarant agrees that it, its successors and assigns, shall be responsible for any damages caused to the Common Areas as a result of vehicular traffic connected with development of the property described in Exhibit "B".

Section 7. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 8. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 9. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five (75) percent of the Board of Directors. In the case of such a vote, and notwithstanding anything contained in this Declaration or the Articles of Incorporation or By-Laws of the Association to the contrary, a Board member shall not vote in favor or bringing or prosecuting any such proceeding unless authorized to do so by a vote of seventy-five (75) percent of all Members of the District represented by the Board Member. Any meeting called for such purpose shall be subject to the same notice and quorum requirements and other procedures as provided in the By-Laws for meetings of the membership. This Section shall not apply,

however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosures of liens), (b) the imposition and collection of assessments as provided in Article X hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 10. Use of the Words "Dallas Downs." No Person shall use the words "Dallas Downs" or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant. However, Owners may use the term "Dallas Downs" in printed or promotional matter where such term is used solely to specify that particular property is located with Dallas Downs.

Section 11. Security. The Declarant and/or the Association may, but shall not be obligated to, undertake certain measures designed to increase safety or security in the Properties. In such event, NEITHER THE ASSOCIATION NOR THE DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES, AND NEITHER THE ASSOCIATION NOR THE DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS, TENANTS, GUEST AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE DECLARANT, THE ASSOCIATION AND ITS BOARD OF DIRECTORS, AND THE DC DOES NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM OR BURGLAR ALARM SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY THE DECLARANT OR THE DC MAY NOT BE COMPRISED OR CIRCUMVENTED, THAT FIRE PROTECTION AND BURGLAR ALARM SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOT THAT FIRE PROTECTION AND BURGLARY ALARM SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER, TENANT, GUEST OR INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE DECLARANT, THE ASSOCIATION, THE BOARD OF DIRECTORS AND COMMITTEES ARE NOT INSURERS AND THAT EACH OWNER, TENANT, GUEST AND INVITEE ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO UNITS AND TO THE CONTENTS OF UNITS AND FURTHER ACKNOWLEDGE THAT DECLARANT, THE ASSOCIATION, THE BOARD OF DIRECTORS AND COMMITTEES HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SECURITY MEASURES UNDERTAKEN.

Article XIII
Mortgagee Provisions

VOL 0817 PAGE 792

The following provisions are for the benefit of holders of first Mortgages on Units in Dallas Downs. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

Section 1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Unit number, therefore becoming an "eligible holder"), will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Unit on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;

(b) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Unit of any obligation under the Declaration or By-Laws of the Association which is not cured within sixty (60) days;

(c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(d) any proposed action which would require the consent of a specified percentage of eligible holders.

Section 2. Special Provision. So long as required by the mortgage holders, the following provisions apply in addition to and not in lieu of the foregoing. Unless (a) at least fifty-one percent (51%) of the first Mortgagees and (b) Voting Members representing at least two-thirds (2/3) of the total Association vote entitled to be cast thereon consent, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);

(b) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a Unit (A decision, including contracts, by the Board or provisions of any declaration subsequently recorded on any portion of the Properties regarding assessments for Neighborhoods or other similar areas shall not be subject to this provision where such decision or subsequent declaration is otherwise authorized by this Declaration.);

(c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Units and of the Common Area (The issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision);

(d) fail to maintain insurance, as required by this Declaration; or

(e) use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

Section 3. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 4. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

Section 5. Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes. ...

Section 6. Applicability of Article XIII. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Tennessee law for any of the acts set out in this Article.

Section 7. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approve such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request.

Article XIV
Regulation by the City of Franklin

Each Owner hereby agrees that the City of Franklin, Tennessee, is authorized and empowered to require the Corporation and each Owner, jointly and/or severally, to provide for the orderly maintenance and upkeep of the Community Common Properties. In the event that the City of Franklin, Tennessee, or any agent thereof, determines that the Community Common Properties are being maintained in a manner which is dangerous or detrimental to the health, safety and welfare of the community, pursuant to the provisions of the Franklin Municipal Charter and Code, the City of Franklin, Tennessee, and its agents, may upon twenty (20) days' notice to the Corporation enter upon the Community Common Properties and make any repairs or improvements to the Community Common Properties which City of Franklin and its agents deem necessary to remedy such conditions. Thereafter, the Corporation and each Owner shall be obligated to pay to the City of Franklin its costs for all improvements, work, and/or labor, supplied or furnished to the Community Common Properties. The obligation to pay said costs shall be a personal obligation of the Corporation and each Owner, jointly and severally. All such costs shall be paid to the City of Franklin, Tennessee, within fifteen (15) days of receipt from the City of Franklin, Tennessee, of a statement for such costs, which receipt shall be required to be served upon the President of the Corporation only. All Unit Owners hereby waiver notice of receipt of said statement for such costs. In order to secure payment at and after the due date, there shall arise a continuing lien and charge against each lot in favor of the City of Franklin, the amount of which shall include costs and reasonable attorneys' fees to the extent permissible by law. The City of Franklin, Tennessee, may bring an action at law against the Corporation and/or any Owner, or foreclose the lien against any property owned by any Owner. Neither the Corporation nor any Owner may waive or otherwise escape liability for the cost incurred by the City of Franklin, Tennessee, as described herein. The provisions of this Article XIV are not subject to amendment without approval of the City of Franklin.

Article XV
Declarant's Reserved Rights

VOL 0817 PAGE 795

Any or all of the special rights and obligations of the Declarant may be transferred to other persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Register's Office for Williamson County, Tennessee. Nothing in this Declaration shall be construed to require Declarant, its general partners, or any successor to develop any of the property set forth in Exhibit "B" in any manner whatsoever.

Notwithstanding any provisions contained in this Declaration, the By-Laws, Articles of Incorporation of the Association, use restrictions, rules and regulations, design guidelines, and any amendments thereto, so long as construction and initial sale of Units shall continue, it shall be expressly permissible for Declarant, its general partners, and any builder or developer approved by Declarant, to maintain and carry on upon such portion of the Properties as Declarant and its general partner may deem necessary, such facilities and activities as, in the sole opinion of the Declarant and its general partner, may be reasonably required, convenient, or incidental to Declarant's, its general partner's, and such builder's or developer's development, construction and sales activities related to the Properties. Declarant, its general partner, and any such builder or developer shall have an easement for access to such facilities.

This reserved easement shall constitute a burden on the title to the Properties and specifically includes, but is not limited to: (a) the right of access, ingress and egress for vehicular and pedestrian traffic over, under, in or on the Properties; (b) the right to tie into any portion of the Properties with driveways, parking areas and walkways; (c) the right to tie into and/or otherwise connect and use, replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Properties; (d) the right to carry on sales and promotional activities on the Properties; and (e) the right to operate business offices, signs, construction trailers, model residences, and sales offices on the Properties. The right to maintain and carry on such facilities and activities shall include specifically the right to use Units owned or leased by the Declarant, its general partner, or any such builder or developer, and any clubhouse or community center which may be owned by the Association, as model residences and sales offices, respectively. Rights exercised pursuant to such reserved easement shall be

exercised with a minimum of interference to the quiet enjoyment of affected property; reasonable steps shall be taken to protect such property, and damage shall be repaired by the person causing the damage at its sole expense.

No rights, privileges, and easements granted or reserved herein shall be merged into the title of the Properties, but shall be held independent of such title, and no such right, privilege, or easement shall be surrendered, conveyed, or released except by delivery of a quitclaim deed from Declarant releasing such right, privilege, or easement by express reference thereto.

So long as Declarant continues to have rights under this article, no person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

This Article may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Article shall terminate upon the earlier of (a) twenty-five (25) years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

The rights set forth in this Article are in addition to Declarant's rights stated elsewhere, and shall not be construed to limit or restrict such rights.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 27th day of October, 1989.

DALLAS DOWNS, L.P.,
A Tennessee Limited Partnership

BY: Dallas Development Corporation
General Partner

BY: 
Joseph H. Holliday, Jr., President
Dallas Development Corporation

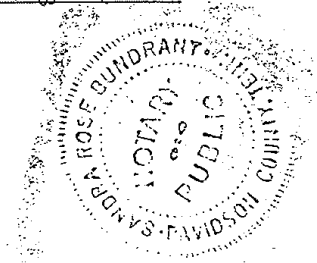
STATE OF TENNESSEE,
COUNTY OF DAVIDSON

Before me Sandra Rose Bundrant a Notary Public in and for the County and State aforesaid, personally appeared Joseph H. Holliday, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the President of Dallas Development Corporation, the General Partner of Dallas Downs, L.P., a Tennessee Limited Partnership, the within named bargainer, and being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the General Partner, by himself as the President of the said General Partner of Dallas Downs, L.P.

WITNESS my hand and seal at office in Nashville, Tennessee, this 27th day of October, 1989.

Sandra Rose Bundrant
Notary Public

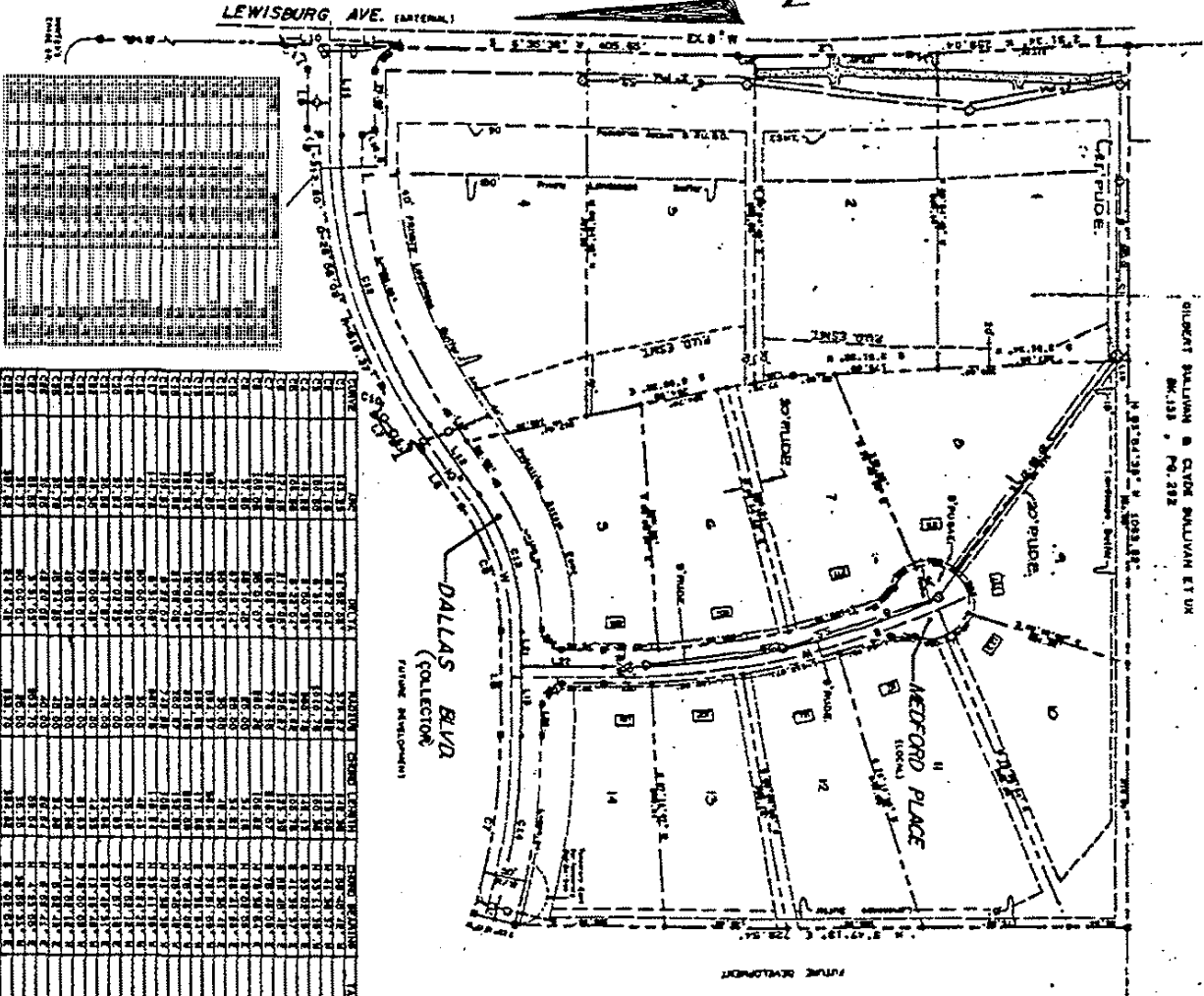
My Commission Expires:
My Commission Expires MAY 20 1992
My Commission Expires MAY 20, 1992



NOTES: 1. This map was prepared for the purpose of showing the location of the proposed streets and the boundaries of the lots to be created therefrom. It is not to be construed as a warranty of accuracy or a representation of title. 2. The proposed streets are shown as proposed and are not to be construed as a representation of title. 3. The proposed streets are shown as proposed and are not to be construed as a representation of title. 4. The proposed streets are shown as proposed and are not to be construed as a representation of title. 5. The proposed streets are shown as proposed and are not to be construed as a representation of title.

OWNER: Franklin Williamson
PREPARED BY: [Name]
DATE: [Date]

Lot No.	Area (Acres)	Area (Sq. Ft.)
1	0.10	4356.00
2	0.10	4356.00
3	0.10	4356.00
4	0.10	4356.00
5	0.10	4356.00
6	0.10	4356.00
7	0.10	4356.00
8	0.10	4356.00
9	0.10	4356.00
10	0.10	4356.00
11	0.10	4356.00
12	0.10	4356.00
13	0.10	4356.00
14	0.10	4356.00
15	0.10	4356.00
16	0.10	4356.00
17	0.10	4356.00
18	0.10	4356.00
19	0.10	4356.00
20	0.10	4356.00
21	0.10	4356.00
22	0.10	4356.00
23	0.10	4356.00
24	0.10	4356.00
25	0.10	4356.00
26	0.10	4356.00
27	0.10	4356.00
28	0.10	4356.00
29	0.10	4356.00
30	0.10	4356.00
31	0.10	4356.00
32	0.10	4356.00
33	0.10	4356.00
34	0.10	4356.00
35	0.10	4356.00
36	0.10	4356.00
37	0.10	4356.00
38	0.10	4356.00
39	0.10	4356.00
40	0.10	4356.00
41	0.10	4356.00
42	0.10	4356.00
43	0.10	4356.00
44	0.10	4356.00
45	0.10	4356.00
46	0.10	4356.00
47	0.10	4356.00
48	0.10	4356.00
49	0.10	4356.00
50	0.10	4356.00



Lot No.	Area (Acres)	Area (Sq. Ft.)	CHANG. BEARING	CHANG. DISTANCE	BEARING	DISTANCE
1	0.10	4356.00				
2	0.10	4356.00				
3	0.10	4356.00				
4	0.10	4356.00				
5	0.10	4356.00				
6	0.10	4356.00				
7	0.10	4356.00				
8	0.10	4356.00				
9	0.10	4356.00				
10	0.10	4356.00				
11	0.10	4356.00				
12	0.10	4356.00				
13	0.10	4356.00				
14	0.10	4356.00				
15	0.10	4356.00				
16	0.10	4356.00				
17	0.10	4356.00				
18	0.10	4356.00				
19	0.10	4356.00				
20	0.10	4356.00				
21	0.10	4356.00				
22	0.10	4356.00				
23	0.10	4356.00				
24	0.10	4356.00				
25	0.10	4356.00				
26	0.10	4356.00				
27	0.10	4356.00				
28	0.10	4356.00				
29	0.10	4356.00				
30	0.10	4356.00				
31	0.10	4356.00				
32	0.10	4356.00				
33	0.10	4356.00				
34	0.10	4356.00				
35	0.10	4356.00				
36	0.10	4356.00				
37	0.10	4356.00				
38	0.10	4356.00				
39	0.10	4356.00				
40	0.10	4356.00				
41	0.10	4356.00				
42	0.10	4356.00				
43	0.10	4356.00				
44	0.10	4356.00				
45	0.10	4356.00				
46	0.10	4356.00				
47	0.10	4356.00				
48	0.10	4356.00				
49	0.10	4356.00				
50	0.10	4356.00				

EXHIBIT A
P 1 of 3
DALLAS DOWNS
 SECTION 1
 SHEET 1 OF 1

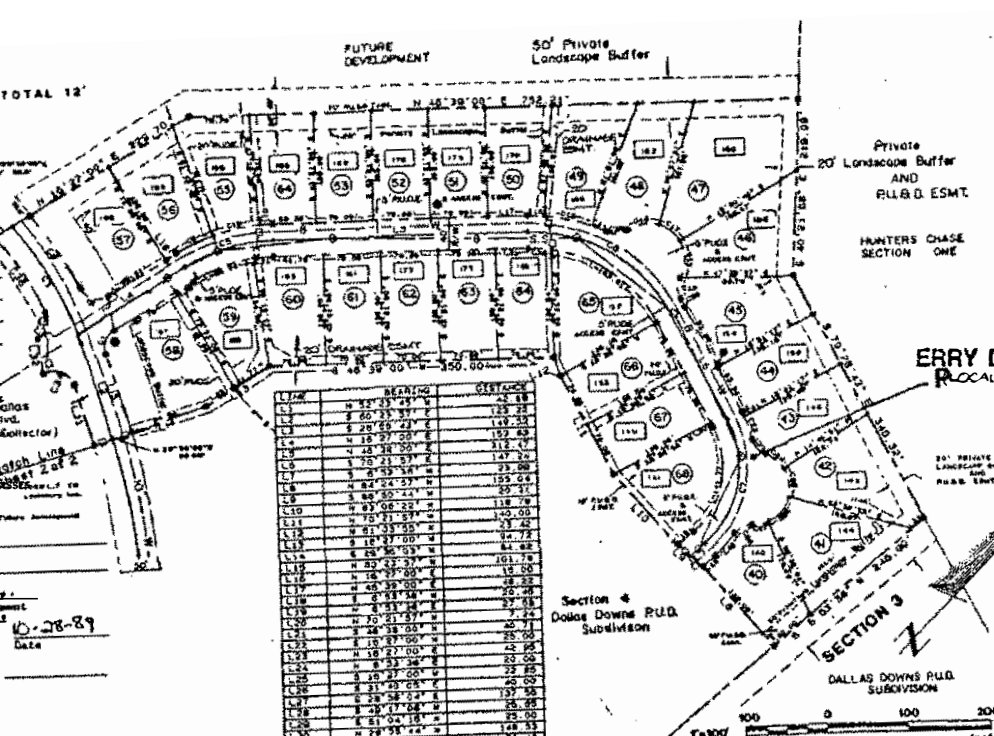
CERTIFICATE OF APPROVAL
 I hereby certify that this map was prepared by me or under my direct supervision and that I am a duly licensed Surveyor in the State of Tennessee. I further certify that the information furnished to me by the applicant is true and correct and that the map is a true and correct representation of the same. I further certify that the map is a true and correct representation of the same. I further certify that the map is a true and correct representation of the same.

CERTIFICATE OF APPROVAL
 I hereby certify that this map was prepared by me or under my direct supervision and that I am a duly licensed Surveyor in the State of Tennessee. I further certify that the information furnished to me by the applicant is true and correct and that the map is a true and correct representation of the same. I further certify that the map is a true and correct representation of the same. I further certify that the map is a true and correct representation of the same.

CERTIFICATE OF APPROVAL
 I hereby certify that this map was prepared by me or under my direct supervision and that I am a duly licensed Surveyor in the State of Tennessee. I further certify that the information furnished to me by the applicant is true and correct and that the map is a true and correct representation of the same. I further certify that the map is a true and correct representation of the same. I further certify that the map is a true and correct representation of the same.

FINAL SUBDIVISION PLAN
 FRANKLIN WILLIAMSON COUNTY TENNESSEE
 TOTAL ACRES 20.28 TOTAL LOTS 50
 AGES NEW STREETS 192 FEET NEW STREETS 1560'
 CIVIL DIST. 10th CLARK BRON. 130000
 SCALE: 1" = 100'

1. Existing street lines shown in black lines.
 2. Maximum Planning Section Lines
 3. Total Front on any street
 4. Lot area, area of lot (12) story building
 5. Lot area, area (12) story building
 6. Area (12) story building
 7. Area (12) story building
 8. Area (12) story building
 9. Area (12) story building
 10. Area (12) story building
 11. Area (12) story building
 12. Area (12) story building
 13. Area (12) story building
 14. Area (12) story building
 15. Area (12) story building
 16. Area (12) story building
 17. Area (12) story building
 18. Area (12) story building
 19. Area (12) story building
 20. Area (12) story building
 21. Area (12) story building
 22. Area (12) story building
 23. Area (12) story building
 24. Area (12) story building
 25. Area (12) story building
 26. Area (12) story building
 27. Area (12) story building
 28. Area (12) story building
 29. Area (12) story building
 30. Area (12) story building
 31. Area (12) story building
 32. Area (12) story building
 33. Area (12) story building
 34. Area (12) story building
 35. Area (12) story building
 36. Area (12) story building
 37. Area (12) story building
 38. Area (12) story building
 39. Area (12) story building
 40. Area (12) story building
 41. Area (12) story building
 42. Area (12) story building
 43. Area (12) story building
 44. Area (12) story building
 45. Area (12) story building
 46. Area (12) story building
 47. Area (12) story building
 48. Area (12) story building
 49. Area (12) story building
 50. Area (12) story building
 51. Area (12) story building
 52. Area (12) story building
 53. Area (12) story building
 54. Area (12) story building
 55. Area (12) story building
 56. Area (12) story building
 57. Area (12) story building
 58. Area (12) story building
 59. Area (12) story building
 60. Area (12) story building
 61. Area (12) story building
 62. Area (12) story building
 63. Area (12) story building
 64. Area (12) story building
 65. Area (12) story building
 66. Area (12) story building
 67. Area (12) story building
 68. Area (12) story building
 69. Area (12) story building
 70. Area (12) story building
 71. Area (12) story building
 72. Area (12) story building
 73. Area (12) story building
 74. Area (12) story building
 75. Area (12) story building
 76. Area (12) story building
 77. Area (12) story building
 78. Area (12) story building
 79. Area (12) story building
 80. Area (12) story building
 81. Area (12) story building
 82. Area (12) story building
 83. Area (12) story building
 84. Area (12) story building
 85. Area (12) story building
 86. Area (12) story building
 87. Area (12) story building
 88. Area (12) story building
 89. Area (12) story building
 90. Area (12) story building
 91. Area (12) story building
 92. Area (12) story building
 93. Area (12) story building
 94. Area (12) story building
 95. Area (12) story building
 96. Area (12) story building
 97. Area (12) story building
 98. Area (12) story building
 99. Area (12) story building
 100. Area (12) story building



LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 89° 33' 45" W	125.25	L1	S 89° 33' 45" W	125.25
L2	S 20° 25' 21" E	148.53	L2	S 20° 25' 21" E	148.53
L3	N 18° 27' 20" E	152.80	L3	N 18° 27' 20" E	152.80
L4	N 28° 38' 30" E	147.20	L4	N 28° 38' 30" E	147.20
L5	S 2° 53' 14" W	23.00	L5	S 2° 53' 14" W	23.00
L6	S 89° 33' 45" W	152.00	L6	S 89° 33' 45" W	152.00
L7	S 89° 33' 45" W	20.51	L7	S 89° 33' 45" W	20.51
L8	N 82° 24' 57" E	118.28	L8	N 82° 24' 57" E	118.28
L9	S 89° 33' 45" W	118.28	L9	S 89° 33' 45" W	118.28
L10	N 89° 08' 22" W	152.00	L10	N 89° 08' 22" W	152.00
L11	N 70° 21' 57" W	152.00	L11	N 70° 21' 57" W	152.00
L12	N 81° 33' 00" W	152.00	L12	N 81° 33' 00" W	152.00
L13	N 28° 38' 30" E	152.00	L13	N 28° 38' 30" E	152.00
L14	S 2° 53' 14" W	152.00	L14	S 2° 53' 14" W	152.00
L15	N 82° 24' 57" E	152.00	L15	N 82° 24' 57" E	152.00
L16	N 70° 21' 57" W	152.00	L16	N 70° 21' 57" W	152.00
L17	N 81° 33' 00" W	152.00	L17	N 81° 33' 00" W	152.00
L18	N 28° 38' 30" E	152.00	L18	N 28° 38' 30" E	152.00
L19	S 2° 53' 14" W	152.00	L19	S 2° 53' 14" W	152.00
L20	N 82° 24' 57" E	152.00	L20	N 82° 24' 57" E	152.00
L21	N 70° 21' 57" W	152.00	L21	N 70° 21' 57" W	152.00
L22	N 81° 33' 00" W	152.00	L22	N 81° 33' 00" W	152.00
L23	N 28° 38' 30" E	152.00	L23	N 28° 38' 30" E	152.00
L24	S 2° 53' 14" W	152.00	L24	S 2° 53' 14" W	152.00
L25	N 82° 24' 57" E	152.00	L25	N 82° 24' 57" E	152.00
L26	N 70° 21' 57" W	152.00	L26	N 70° 21' 57" W	152.00
L27	N 81° 33' 00" W	152.00	L27	N 81° 33' 00" W	152.00
L28	N 28° 38' 30" E	152.00	L28	N 28° 38' 30" E	152.00
L29	S 2° 53' 14" W	152.00	L29	S 2° 53' 14" W	152.00
L30	N 82° 24' 57" E	152.00	L30	N 82° 24' 57" E	152.00
L31	N 70° 21' 57" W	152.00	L31	N 70° 21' 57" W	152.00
L32	N 81° 33' 00" W	152.00	L32	N 81° 33' 00" W	152.00
L33	N 28° 38' 30" E	152.00	L33	N 28° 38' 30" E	152.00



CERTIFICATE OF APPROVAL OF ADDRESS AND STREET NAMES

Addresses and street names approved by the Williamson County Planning Department

Lot #	S&E Pt.
44	22
45	22
46	22
47	22
48	22
49	22
50	22
51	22
52	22
53	22
54	22
55	22
56	22
57	22
58	22
59	22
60	22
61	22
62	22
63	22
64	22
65	22
66	22
67	22
68	22
69	22
70	22
71	22
72	22
73	22
74	22
75	22
76	22
77	22
78	22
79	22
80	22
81	22
82	22
83	22
84	22
85	22
86	22
87	22
88	22
89	22
90	22
91	22
92	22
93	22
94	22
95	22
96	22
97	22
98	22
99	22
100	22

CURVE	ARC LENGTH	DELTA	RADIUS	CHORD LENGTH	CHORD BEARING	TAN LENGTH
C1	34.93	74.80 81°	25.00	31.12	N 21° 58' 28" W	19.88
C2	41.14	84.17 13°	35.00	38.08	N 63° 38' 37" E	26.86
C3	188.02	371.63 24°	402.50	187.78	N 72° 28' 28" E	134.79
C4	518.82	1037.64 13°	782.54	519.88	N 60° 20' 51" E	314.85
C5	117.21	234.42 10°	122.11	119.88	N 51° 33' 00" E	60.09
C6	219.33	438.66 10°	222.22	224.66	N 78° 04' 32" E	100.00
C7	188.78	377.56 15°	122.11	128.28	N 50° 32' 18" E	64.98
C8	108.57	217.14 10°	108.57	108.57	N 28° 31' 26" E	58.08
C9	50.00	100.00 11°	50.00	50.00	N 59° 28' 48" E	28.18
C10	81.00	162.00 9°	81.00	81.00	N 49° 28' 12" E	42.91
C11	18.75	37.50 12°	18.75	18.75	N 75° 48' 53" E	10.00
C12	60.00	120.00 15°	60.00	60.00	N 28° 31' 20" E	31.74
C13	20.11	40.22 15°	20.11	20.11	N 59° 28' 48" E	10.91
C14	28.44	56.88 11°	28.44	28.44	N 38° 02' 01" E	15.86
C15	40.42	80.84 11°	40.42	40.42	N 28° 31' 26" E	20.39
C16	37.28	74.56 10°	37.28	37.28	N 23° 00' 58" E	14.74
C17	28.44	56.88 10°	28.44	28.44	N 59° 28' 48" E	15.86
C18	28.44	56.88 10°	28.44	28.44	N 71° 07' 51" E	15.86
C19	11.38	22.76 12°	11.38	11.38	N 28° 31' 26" E	6.18
C20	30.25	60.50 12°	30.25	30.25	N 44° 44' 34" E	18.15
C21	30.25	60.50 12°	30.25	30.25	N 84° 31' 28" E	18.15
C22	30.25	60.50 12°	30.25	30.25	N 51° 01' 10" E	18.15
C23	30.25	60.50 12°	30.25	30.25	N 1° 46' 09" E	18.15
C24	40.42	80.84 11°	40.42	40.42	N 28° 31' 26" E	20.39
C25	22.98	45.96 12°	22.98	22.98	N 59° 28' 48" E	12.63
C26	37.28	74.56 10°	37.28	37.28	N 23° 00' 58" E	14.74
C27	37.28	74.56 10°	37.28	37.28	N 71° 07' 51" E	14.74
C28	37.28	74.56 10°	37.28	37.28	N 28° 31' 26" E	14.74
C29	37.28	74.56 10°	37.28	37.28	N 59° 28' 48" E	14.74
C30	37.28	74.56 10°	37.28	37.28	N 71° 07' 51" E	14.74
C31	37.28	74.56 10°	37.28	37.28	N 28° 31' 26" E	14.74
C32	37.28	74.56 10°	37.28	37.28	N 59° 28' 48" E	14.74
C33	37.28	74.56 10°	37.28	37.28	N 71° 07' 51" E	14.74
C34	37.28	74.56 10°	37.28	37.28	N 28° 31' 26" E	14.74
C35	37.28	74.56 10°	37.28	37.28	N 59° 28' 48" E	14.74
C36	37.28	74.56 10°	37.28	37.28	N 71° 07' 51" E	14.74
C37	37.28	74.56 10°	37.28	37.28	N 28° 31' 26" E	14.74



KEY MAP SCALE: 1" = 4000'
 DALLAS DOWNS P.U.D.
 SECTION 6
 SHEET 1 of 2
 FINAL SUBDIVISION PLAT

CERTIFICATE OF OWNERSHIP	CERTIFICATE OF SURVEY	CERTIFICATE OF APPROVAL OF WATER AND SEWER SYSTEMS	CERTIFICATE OF APPROVAL OF STREETS AND DRAINAGE	CERTIFICATE OF APPROVAL OF PLANNING COMMISSION
I, the undersigned, being the owner of the property above herein on file in the office of the County Clerk of Franklin, Williamson County, Tennessee, do hereby certify that the address of the property is as shown on the plat hereon attached, and that the same is correct and true to the best of my knowledge and belief.	I, the undersigned, being the owner of the property above herein on file in the office of the County Clerk of Franklin, Williamson County, Tennessee, do hereby certify that the address of the property is as shown on the plat hereon attached, and that the same is correct and true to the best of my knowledge and belief.	I, the undersigned, being the owner of the property above herein on file in the office of the County Clerk of Franklin, Williamson County, Tennessee, do hereby certify that the address of the property is as shown on the plat hereon attached, and that the same is correct and true to the best of my knowledge and belief.	I, the undersigned, being the owner of the property above herein on file in the office of the County Clerk of Franklin, Williamson County, Tennessee, do hereby certify that the address of the property is as shown on the plat hereon attached, and that the same is correct and true to the best of my knowledge and belief.	I, the undersigned, being the owner of the property above herein on file in the office of the County Clerk of Franklin, Williamson County, Tennessee, do hereby certify that the address of the property is as shown on the plat hereon attached, and that the same is correct and true to the best of my knowledge and belief.

FRANKLIN, WILLIAMSON COUNTY, TENNESSEE
 TOTAL ACRES: 11.47
 ACRES NEW STREETS: 3.96
 CIVIL DIST: 10.00
 TOTAL LOTS: 29
 FEET NEW STREETS: 1,490.0
 CLOSURE ERROR: 1/1000

SECTION 5
 1. Containing 160 Acres, 160.00 Acres (160.00)
 2. Containing 160 Acres, 160.00 Acres (160.00)
 3. Containing 160 Acres, 160.00 Acres (160.00)
 4. Containing 160 Acres, 160.00 Acres (160.00)

DALLAS DOWNS, L.P., MEMPHIS, TENNESSEE
 A TRUSTEES LIMITED PARTNERSHIP
 17220
 Memphis, Tennessee 37220
 Tel. (615) 297-9933

Paul T. Arnold, P.L.L.C.
 1100 South Main Street
 Memphis, TN 38004
 Tel. (901) 527-0977

VOL 0817 PAGE 800

MATCH LINE
 SHEET 1 of 2

SECTION 5

1. This survey meets or exceeds the requirements of an Urban Land Survey (ULS) as per the standards of practice adopted by the Tennessee Board of Examiners for Land Surveyors and Engineers for Land Surveyors dated September 26, 1987.
2. Bearings and distances are given in feet and decimals of a foot.
3. Boundary monuments are shown by Standard & Associates, Inc.
4. Property being parcel B of map B0 of Williamson County, Tennessee.
5. Developer acknowledges that all have been duly surveyed and that the required notices have been given.

CERTIFICATE OF APPROVAL OF ADDRESSES AND STREET NAMES
 addresses, and street names approved by the Williamson County Planning Department.
 Director of Planning
 Williamson County Planning Dept.
 ID-11-89
 Date

CERTIFICATE OF APPROVAL OF SUBJECT
 This subdivision complies with the requirements of the Tennessee Subdivision Law, Chapter 129, Tennessee Code Annotated, and the rules and regulations of the Tennessee Board of Examiners for Land Surveyors and Engineers, Chapter 129-1-1, Tennessee Code Annotated, and the rules and regulations of the Tennessee Board of Examiners for Land Surveyors and Engineers, Chapter 129-1-1, Tennessee Code Annotated.

CERTIFICATE OF APPROVAL OF STREETS AND LOT LINES
 This subdivision complies with the requirements of the Tennessee Subdivision Law, Chapter 129, Tennessee Code Annotated, and the rules and regulations of the Tennessee Board of Examiners for Land Surveyors and Engineers, Chapter 129-1-1, Tennessee Code Annotated.

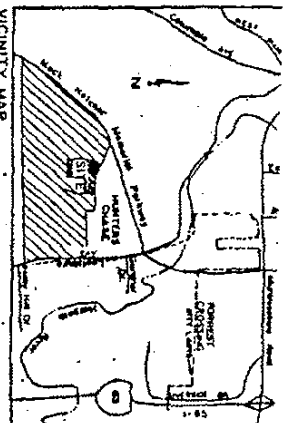
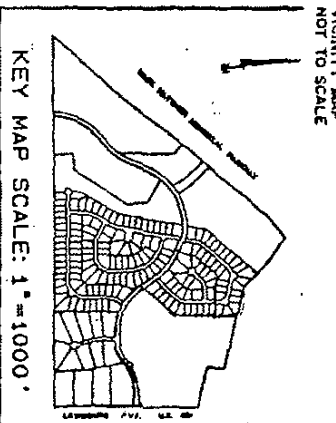
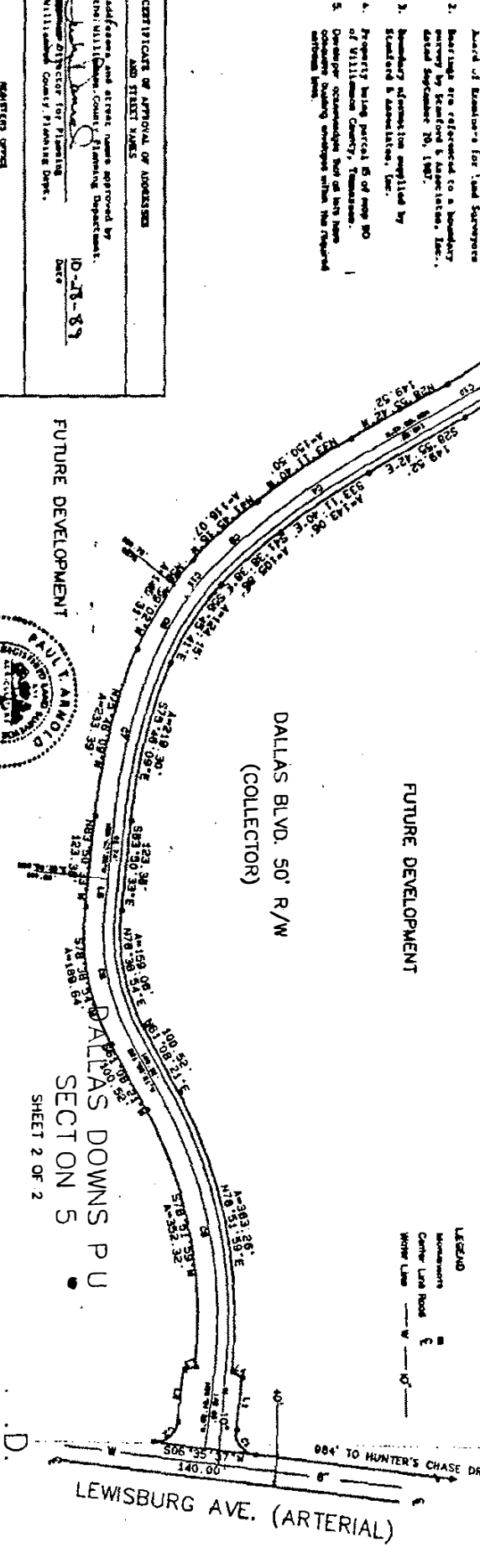
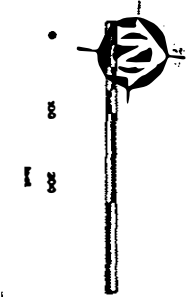
CERTIFICATE OF APPROVAL OF RECORDING
 This subdivision complies with the requirements of the Tennessee Subdivision Law, Chapter 129, Tennessee Code Annotated, and the rules and regulations of the Tennessee Board of Examiners for Land Surveyors and Engineers, Chapter 129-1-1, Tennessee Code Annotated.

FINAL SUBDIVISION PLAT
 FRANKLIN, WILLIAMSON COUNTY, TENNESSEE
 TOTAL ACRES 11.47 TOTAL LOTS 29
 MORE NEW STREETS 396 FEET NEW STREETS 3,190
 CIVIL DIST 102A CLOSURE ERROR 140,000
 SCALE 1" = 100' DATE 10-13-86

STATION	BEARING	DISTANCE	DELTA	SOUTHING	EASTING	TANGENT
C1	S 89° 34' 20" E	70.00	0.00	0.00	0.00	0.00
C2	S 89° 34' 20" E	70.00	0.00	0.00	0.00	0.00
C3	S 89° 34' 20" E	70.00	0.00	0.00	0.00	0.00
C4	S 89° 34' 20" E	70.00	0.00	0.00	0.00	0.00
C5	S 89° 34' 20" E	70.00	0.00	0.00	0.00	0.00
C6	S 89° 34' 20" E	70.00	0.00	0.00	0.00	0.00
C7	S 89° 34' 20" E	70.00	0.00	0.00	0.00	0.00
C8	S 89° 34' 20" E	70.00	0.00	0.00	0.00	0.00
C9	S 89° 34' 20" E	70.00	0.00	0.00	0.00	0.00
C10	S 89° 34' 20" E	70.00	0.00	0.00	0.00	0.00
C11	S 89° 34' 20" E	70.00	0.00	0.00	0.00	0.00

STATION	BEARING	DISTANCE
C1	S 89° 34' 20" E	70.00
C2	S 89° 34' 20" E	70.00
C3	S 89° 34' 20" E	70.00
C4	S 89° 34' 20" E	70.00
C5	S 89° 34' 20" E	70.00
C6	S 89° 34' 20" E	70.00
C7	S 89° 34' 20" E	70.00
C8	S 89° 34' 20" E	70.00
C9	S 89° 34' 20" E	70.00
C10	S 89° 34' 20" E	70.00
C11	S 89° 34' 20" E	70.00

Exhibit A
 P 3 of 3



Land Use Plan

LAND USE SUMMARY

TRACT	AREA (AC)	PERCENTAGE	PERMITTED USES
TRACT A	11.1	100%	Single Family Detached, etc.
TRACT B	11.1	100%	Light Industrial, etc.
TRACT C	11.1	100%	Service Commercial, etc.

OPEN SPACE IN TRACT C = 24.02%

- SINGLE STORY**
1. Single Family Detached (w/o.s.)
 2. Lot Line House
 3. Village House
 4. Farm House
 5. Custom Home (unplanned w/o.s.)
 6. Twin House
 7. Walk Link Townhouse
 8. Townhouse
 9. Multiplex
 10. Apartments (2 story or less)
 11. Apartments (3 stories)
- MULTI STORY**
12. Multi-Family (3 stories or more)

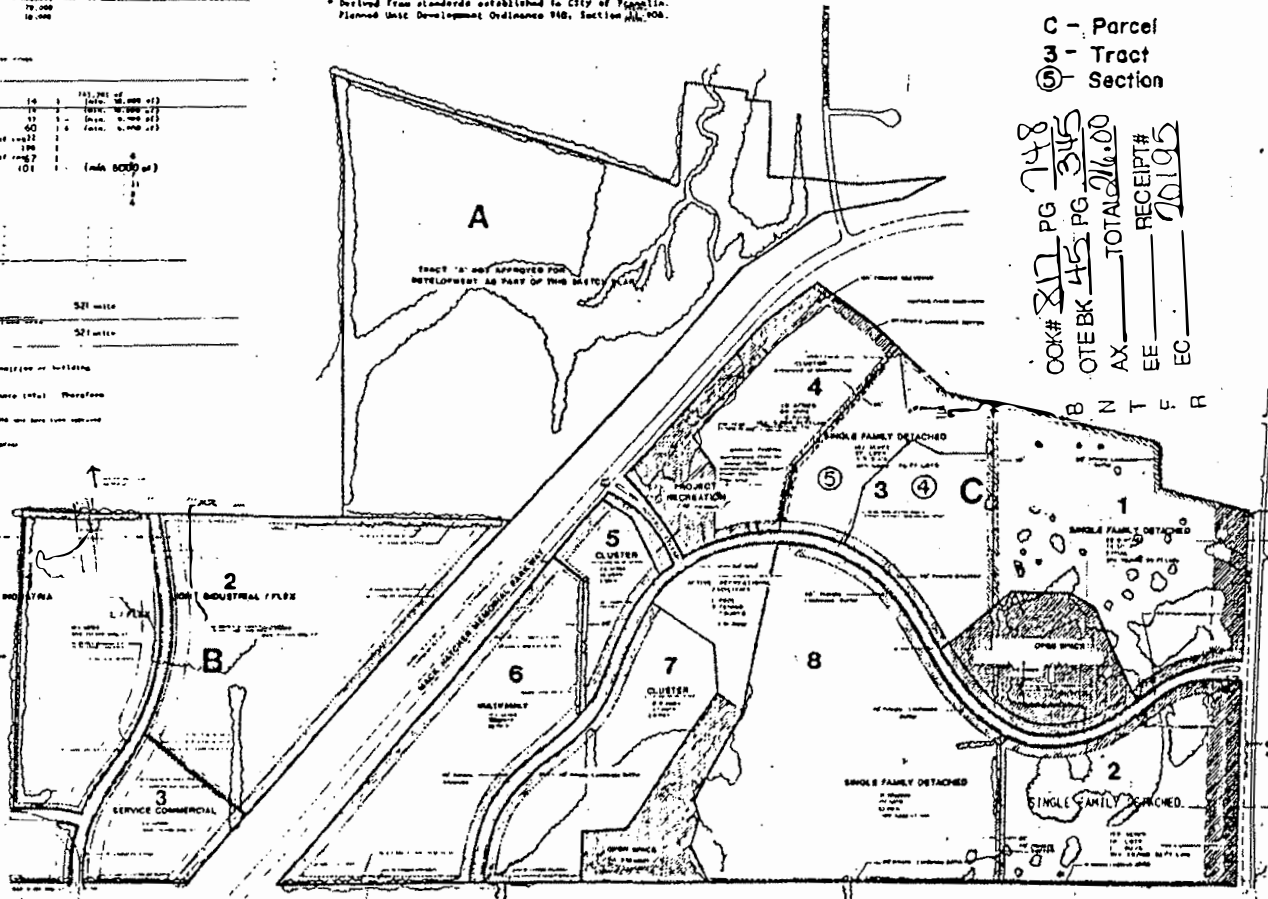
NOTE: Tracts A and B are not subject to the Declaration of Covenants, Conditions and Restrictions.

EXHIBIT B

C - Parcel
 3 - Tract
 ⑤ - Section

BOOK # 217 PG 748
 OTEBK 45 PG 315
 AX TOTAL \$16,000
 EE RECEIPT # 70195
 EC

SADIE WADE
 REGISTER OF DEEDS
 WILLIAMSON COUNTY, TN
 1989 OCT 31 PM 12:06



APPROVED OCTOBER 12, 1989

Land Use Plan 5

*Prepared by Clarence Evans
Metropolitan Federal Building
Nashville, Tennessee*

VOL 0821 PAGE 486

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR DALLAS DOWNS, L.P.**

WHEREAS, Dallas Downs, L.P., a Tennessee limited partnership ("Declarant"), did on October 27, 1989, cause to be executed and put to record at Volume 817, Pages 748 through 801, in the Register's Office of Williamson County, Tennessee, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DALLAS DOWNS; and

WHEREAS, Declarant still owns all of the property described and included in the said Declaration, and no lots have been sold therefrom; and

WHEREAS, it now appears desirable to make certain corrections and amendments in the said Declaration;

NOW, THEREFORE, Declarant hereby corrects and amends the said Declaration as follows:

1. Page 1(a) of Exhibit A, so labeled and attached hereto, and being a description of Section 1 of Dallas Downs, is hereby added to Exhibit A to the Declaration as page 1(a) of said Exhibit A.

Page 2(a) of Exhibit A, and Page 2(b) of Exhibit A, so labeled and attached hereto and being a description of the property shown on the plat which is Page 2 of Exhibit A are hereby added to Exhibit A of the Declaration as pages 2(a) and 2(b) of Exhibit A.

Pages 3(a), (b) and (c) of Exhibit A to the Declaration, so respectively labeled, and attached hereto, being a description of the property shown on the plat which is page 3 of Exhibit A, are hereby added to Exhibit A of the Declaration.

Page 2 as added to Exhibit B to the Declaration, so labeled and attached hereto, is hereby added as page 2 to Exhibit B to the Declaration.

2. Article III, Membership and Voting Rights, Section 2, Voting, subsection (b) Class "B," is amended by deleting all of said subsection (b) and substituting therefor the following:

(b) The Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve actions taken under this Declaration and Bylaws, are specified elsewhere in this Declaration and in the Bylaws. The Class "B" Member shall be entitled to one (1) vote per unit owned and, whether or not any

units are owned, shall be entitled to appoint a majority of the Members of the Board of Directors during the Class "B" Control Period. The Class "B" Control Period shall end and Class B Membership shall be converted to Class "A" Membership whenever the first of the following events occurs:

- (i) Whenever seventy-five percent (75%) of the units permitted by the Master Land Use Plan for the property described in Exhibits A and B of the Declaration have certificates of occupancy issued thereon and have been conveyed to persons other than the Declarant or builders holding title for purposes of development and sale;
- (ii) January 1, 1999;
- (iii) Whenever in its discretion, the Class "B" Member so determines.

The Class "B" Membership shall terminate and be converted to Class "A" Membership upon the expiration of the Class "B" Control Period.

3. Article IX, Rights and Obligations of the Association, Section 2, Personal Property and Real Property for Common Use, is amended by inserting the following additional sentence as the last sentence of Section 2:

No common area can be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the Lot owners excluding the Declarant.

4. Art XI, Design, Development and Use Standards, is hereby amended as follows:

(a) By adding at the end of Sec. 4.25 the following sentence:

Sales offices established in model homes for the purpose of selling lots or homes within the property shall be exempt from this restriction.

(b) The first full sentence of the next-to-the-last paragraph of subsection 5.1 is changed to read as follows:

~~Each residence, except apartments, or condominium-type units, if any, must have a private, fully-enclosed garage.~~

(c) The last sentence of the next-to-the-last paragraph of subsection 5.1 is changed to read:

Garages shall be located so as not to attract undue attention.

(d) The last sentence of the first paragraph of subsection 5.3 is changed to read as follows:

Wood frames will be painted, or stained and sealed.

(e) In subsection 5.5 "Design Standards for Single-Family Residences," for Village neighborhoods, the first floor minimum is changed from 900 square feet to 800 square feet.

5. Article XII, General Provisions, Section 2, Amendment, is hereby amended by inserting after the words "ninety per cent (90%) for the first twenty (20) years" and before the words "of the total votes" as found in the first paragraph of Section 2, the additional words: "and seventy-five per cent (75%)."

6. Article XII, General Provisions, is amended by adding thereto Section 12 as follows:

12. Enforcement by Lot Owner. Notwithstanding any provisions in this Declaration, each Lot owner is empowered to enforce the covenants herein. Such enforcement shall be at owner's expense.

7. Article XII, General Provisions, is further amended by adding as Section 13, the following:

13. Access to Residents. Whenever ingress or egress to any residence is through any common area, any conveyance or encumbrance of such common area is subject to an easement for the Owner's ingress and egress to the residence.

8. Article XII, General Provisions, is further amended by adding as Section 14 the following:

14. Approvals by Housing and Urban Development and/or Veterans Administration. Notwithstanding any provisions in this Declaration, so long as any Class B Membership continues to exist, any annexation of additional properties, dedication of common area, and amendment of this Declaration, shall require Housing and Urban Development/Veterans Administration prior approval.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 20 day of November, 1989.

DALLAS DOWNS, L.P.,
A Tennessee Limited Partnership

BY: Dallas Development Corporation
General Partner

BY: Joseph H. Holliday, Jr.
Joseph H. Holliday, Jr., President
Dallas Development Corporation

STATE OF TENNESSEE
COUNTY OF Davidson

Before me Delores Richardson Notary Public in and for the County and State aforesaid, personally appeared Joseph H. Holliday, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the President of Dallas Development Corporation, the General Partner of Dallas Downs, L.P., a Tennessee Limited Partnership, the within named bargainer, and being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the General Partner, by himself as the President of the said General Partner of Dallas Downs, L.P.

WITNESS my hand and seal at office in Nashville, Tennessee, this 20th day of November, 1989.

Delores Richardson
Notary Public

My Commission Expires:

5/13/90



Property Description
Section 1

VOL 0821 PAGE 490

Commencing at a point in the westerly margin of Lewisburg Ave., said point being the northeast corner of Gilbert Sullivan and Clyde Sullivan Et Ux as recorded in Book 133 Page 292 and the Point of Beginning;

Thence, Running with the Sullivan Tract N 83°54'39" W, 1063.62 feet to a point;

Thence, leaving the Sullivan Tract N 05°47'13" E, 729.54 feet to a point, said point on the southerly line of Dallas Downs PUD Subdivision Section 5 as recorded in Plat Book 13 Page 67;

Thence, running with Section 5 233.38 feet along the arc of a curve to the left, a radius of 828.15 feet and a central angle of 16°08'49" and a chord bearing and distance of S 75°46'08" E 232.62 feet to a point;

Thence, S 83°50'35" E, 123.38 feet to a point;

Thence, 3.11 feet along the arc of a curve to the left, a radius of 310.28 feet a central angle of 0°34'27" and a chord bearing and distance of S 84°08'51" E, 3.11 feet to a point;

Thence, 186.53 feet along the arc of a curve to the left, a radius of 310.28 feet, a central angle of 34°26'40" and chord bearing and distance of N 78°38'54" E 183.73 feet to a point;

Thence, N 61°08'21" E, 100.52 feet to a point;

Thence, 352.33 feet along the arc of a curve to the right, a radius of 569.37 feet and a central angle of 35°27'16" and chord bearing and distance of N 78°51'59" E 346.73 feet to a point;

Thence, S 17°25'47" E, 16.42 feet to a point;

Thence S 83°24'23" E, 70.00 feet to a point;

Thence 47.12 feet along the arc of a curve to the right, a radius of 30.00 feet and a chord bearing and distance of S 38°24'22" E 42.43 feet to a point, said point being in the westerly margin of Lewisburg Ave.;

Thence, leaving Dallas Downs PUD Subdivision and continuing with Lewisburg Ave. S 6°35'38" W, 405.65 feet to a point;

Thence, S 4°43'35" W, 202.50 feet to a point;

Thence, S 2°51'34" W, 259.04 feet to the Point of Beginning.
Containing approximately 18.95 acres.

The above-described land is located in Franklin, Williamson County, Tennessee, and is a part of the land conveyed from Sarah Polk Dallas to Dallas Downs, L.P., by Warranty Deed recorded in Book 817, Page 744, et. seq., R.O.W.C.

PAGE 1(a) OF EXHIBIT A TO
DECLARATION OF COVENANTS,
CONDITIONS & RESTRICTIONS
BY AMENDMENT

LEGAL DESCRIPTION

SECTION 5

VOL 0821 PAGE 49i

Being a tract of land in the 10th Civil District of Franklin, Williamson County, Tennessee, and more particularly described as follows:

Commencing at an iron pin in the southerly margin of Mack Hatcher Memorial By-Pass, said point being the southwesterly corner of Hunter's Chase Subdivision, Section 1, Plat Book 9, Page 151, and the northeasterly property corner of Sarah Polk Dallas, Deed Book 58, Page 106, and Deed Book 466, Page 63 of the Register's Office of Williamson County, Tennessee (R.O.W.C.T.);

THENCE, leaving the southerly margin of Mack Hatcher By-Pass and running with the common line of Hunter's Chase Subdivision and Sarah Polk Dallas, S 49° 19' 99" E a distance of 277.44 feet to an iron pin;

THENCE, S 40° 21' 58" E, 230.00 feet to an iron pin and the POINT OF BEGINNING;

THENCE, continuing with the common line of Hunter's Chase Subdivision and Sarah Polk Dallas, S 40° 21' 58" E a distance of 219.09 feet to a point;

THENCE, continuing with the common line S 70° 28' 43" E a distance of 340.32 feet to a point:

THENCE, leaving said common line of Hunter's Chase Subdivision S 6° 53' 38" W a distance of 245.00 feet to a point;

THENCE, N 84° 24' 57" W a distance of 155.04 feet to a point;

THENCE, S 86° 50' 44" W a distance of 20.31 feet to a point;

THENCE, N 83° 06' 22" W a distance of 118.78 feet to a point;

THENCE, N 70° 21' 57" W a distance of 140.00 feet to a point;

THENCE, N 61° 03' 55" W a distance of 23.42 feet to a point;

THENCE, S 46° 39' 00" W a distance of 350.00 feet to a point;

THENCE, S 16° 27' 00" W a distance of 94.72 feet to a point;

THENCE, S 29° 36' 03" W a distance of 144.82 feet to a point;

THENCE, N 60° 23' 57" W a distance of 78.42 feet to a point:

THENCE, 45.01 feet along the arc of a curve to the left, said curve having a central angle of 103° 09' 03", a radius of 25.00 feet, and a chord bearing and distance of S 68° 01' 32" W, 39.17 feet to a

point;

THENCE, N 49° 32' 53" W, a distance of 43.79 feet to a point;

THENCE, 36.87 feet along the arc of a curve to the left, said curve having a central angle of 84° 29' 37", a radius of 25.00 feet, chord bearing and distance of N 25° 47' 48" W, a distance of 33.62 feet to a point;

THENCE, 108.16 feet along the arc of a curve to the left, said curve having a central angle of 16° 24' 57", a radius of 377.50 feet and a chord bearing and distance of N 76° 15' 05" W, 107.79 feet to a point;

THENCE, 4.82 feet along the arc of a curve to the left, said curve having a central angle of 0° 23' 41", a radius of 699.74 feet and a chord bearing and distance of N 84° 39' 24" W, 4.82 feet to a point;

THENCE, N 29° 36' 03" E, a distance of 50.00 feet to a point;

THENCE, N 16° 27' 00" E, a distance of 229.70 feet to a point;

THENCE, N 46° 39' 00" E, a distance of 752.21 feet to the POINT OF BEGINNING and containing 9.03 acres (-+).

The above-described land is located in Franklin, Williamson County, Tennessee, and is a part of the land conveyed from Sarah Polk Dallas to Dallas Downs, L.P., by Warranty Deed recorded in Book 817, Page 744, et. seq., R.O.W.C.

PAGE 2(b) OF EXHIBIT A TO
DECLARATION OF COVENANTS,
CONDITIONS & RESTRICTIONS
BY AMENDMENT

Being a tract of land in the 10 th Civil District of Franklin, Williamson County, Tennessee, and more particularly described as follows:

Commencing at a point in the westerly margin of Lewisburg Ave., said point being the southeast corner of the Marcia A. Franks Property as recorded in Deed Book 547 page 950 of the Registers Office Williamson County Tennessee (R.O.W.C.T.) and the north east corner of Sara Polk Dallas property as recorded in Deed Book 58 page 106 R.O.W.C.T.

Thence S 07°02' 27" W 459.24 feet along the eastern most property line of Sarah Polk Dallas property to the point of beginning;

Thence, continuing with common line of Sarah Polk Dallas 47.12 feet along the arc of a curve to the right, said curve having a central angle of 90°00'00", a radius of 30.00 feet, and a chord bearing and distance of S 51°35'37" W, 42.43 feet to a point;

Thence, N 83°24'23" W, 70.00 feet to a point;

Thence, S 30°37'50" W, 16.42 feet to a point;

Thence, 383.26 feet along the arc of a curve to the left, said curve having a central angle of 35°27'16", a radius of 619.37 feet, and chord bearing and distance of S 78°51'59" W, 377.18 feet to a point;

Thence, S 61°08'21" W, 100.52 feet to a point;

Thence, 159.08 feet along the arc of a curve to the right, said curve having central angle of 35°01'06", a radius of 260.28 feet and a chord bearing and distance of S 78°38'54" W, 156.61 feet to a point;

Thence, N83°50'33" W, 123.38 feet to a point;

Thence, 219.30 feet along the arc of a curve to the right, said curve having a central angle of 16°08'49", a radius of 778.15 feet and a chord bearing and distance of N 75°46'09"W, 218.57 feet to a point;

Thence, 124.15 feet along the arc of a curve to the right said curve having a central angle of 21°52'05", a radius of 325.27 feet and chord bearing and distance of N 56°45'41"W, 123.39 feet to a point;

Thence, 105.86 feet along the arc of a curve to the right, said curve having a radius of 724.82 feet and a central angle of 8°22'04" and a chord bearing and distance of N 41°38'38" W, 109.41 feet to a point;

Thence, 143.06 feet along the arc of a curve to the right, said curve having a radius of 960.79 feet and a central angle of $8^{\circ} 31' 53''$ and a chord bearing and distance of $N 33^{\circ} 11' 40'' W$, 142.93 feet to a point;

Thence, $N 28^{\circ} 55' 42'' W$, 149.52 feet to a point;

Thence, 432.57 feet along the arc of a curve to the left having a radius of 787.54 feet and a central angle of $31^{\circ} 28' 18''$ and a chord bearing and distance of $N 44^{\circ} 39' 50'' W$, 427.17 feet to a point ;

Thence, $S 29^{\circ} 36' 03'' E$ 50.00 feet to a point, said point being the Sara Polk Dallas property line;

Thence running with Sarah Polk Dallas property 405.10 feet along the arc of a curve to the right, having a radius of 737.54 feet and a central angle of $31^{\circ} 28' 18''$ and a chord bearing and distance $S 44^{\circ} 39' 50'' E$, 400.05 feet to a point;

Thence, $S 28^{\circ} 55' 42'' E$, 149.52 feet to a point;

Thence, 150.50 feet along the arc of a curve to the left, having a radius of 1010.79 feet and a central angle of $8^{\circ} 31' 52''$, and a chord bearing and distance of $S 33^{\circ} 11' 40'' E$, 150.36 feet to a point;

Thence 116.07 feet along a curve to the left, said curve having a radius of 774.82 feet and a central angle of $8^{\circ} 22' 04''$ and a chord bearing and distance of $S 41^{\circ} 38' 38'' E$, 113.06 feet to a point;

Thence, 143.23 feet along the arc of a curve to the left, said curve having a radius of 375.27 feet and a central angle of $21^{\circ} 52' 05''$ and a chord bearing and distance of $S 56^{\circ} 45' 41'' E$, 142.36 feet to a point;

Thence, 233.39 feet along the arc of a curve to the left, said curve having a radius of 828.15 feet and a central angle of $16^{\circ} 08' 49''$ and a chord bearing distance of $S 75^{\circ} 46' 08'' E$, 232.62 feet to a point;

Thence, $S 83^{\circ} 50' 33'' E$, 123.38 feet to a point;

Thence, 189.64 feet along the arc of a curve to the left, said curve having a radius of 310.28 feet and a central angle of $35^{\circ} 01' 06''$ and a chord bearing and distance of $N 78^{\circ} 38' 54'' E$, 186.70 feet to a point;

Thence, $N 61^{\circ} 08' 21'' E$, 100.52 feet to a point;

Thence, 352.32 feet along the arc of a curve to the right, said curve having a radius of 569.37 feet and a central angle of $35^{\circ} 27' 16''$ and a chord bearing and distance of $N 78^{\circ} 51' 59'' E$, 346.73 feet to a point;

Thence, $S 17^{\circ} 26' 35'' E$, 16.42 feet to a point;

Thence, $S 83^{\circ} 24' 23'' E$, 70.00 feet to a point;

Thence, 47.12 feet along the arc of a curve to the right, said curve having a radius of 30.00 feet and a chord bearing and distance of $S 38^{\circ} 24' 23'' E$, 42.43 feet to a point in the westerly margin of Lewisburg Avenue;

Thence, leaving the Sarah Polk Dallas property line and running with the westerly margin of Lewisburg Avenue $N 06^{\circ} 35' 37'' E$, 140.00 feet to the point of beginning, containing approximately 2.44 acres.

The above-described land is located in Franklin, Williamson County, Tennessee, and is a part of the land conveyed from Sarah Polk Dallas to Dallas Downs, L.P., by Warranty Deed recorded in Book 817, Page 744, et. seq., R.O.W.C.

DESCRIPTION

VOL 0821 PAGE 496

Being a parcel of land in Franklin, Williamson County, Tennessee, located on the westerly side of the Lewisburg Highway, being property conveyed to Sarah Polk Dallas by deed of record in Book 58, page 106, R.O.W.C., and being more particularly described as follows according to a survey by Bargo, Waggoner, Sumner & Cannon, dated 4/11/86 revised 1/22/87:

Beginning at an iron pin in the westerly margin of the Lewisburg Highway, said iron pin being 420 feet, more or less, from the centerline of Hunter Chase Drive, as shown on the plan of Hunter Chase Subdivision, said iron pin also being the southeasterly corner of the property conveyed to Marcia A. Franks, by deed of record in Book 547, page 950, R.O.W.C.; thence with said westerly margin, S 06 deg. 59' 05" W 1,266.73 feet to an iron pin; thence continuing with said westerly margin with a curve to the left, 356.67 feet to an iron pin, said curve having a central angle of 10 deg. 00' 20", a radius of 2,042.43 feet, a tangent of 178.79 feet, and a chord of S 01 deg. 58' 55" W 356.22 feet; thence leaving said westerly margin with the northerly line of the property conveyed to Gilbert Sullivan and Clyde Sullivan, et ux, by deed of record in Book 133, page 292, R.O.W.C., N 83 deg. 52' 31" W 1,224.90 feet to a rail monument; thence, continuing with said northerly line, N 84 deg. 15' 45" W 2,962.56 feet to an iron pin in the southeasterly margin of State Route 6, By-Pass; thence, with said southeasterly margin the following calls: N 46 deg. 21' 12" E, 1,026.56 feet to a concrete monument; N 43 deg. 59' 38" E 951.20 feet to a concrete monument; N 47 deg. 57' 27" E 549.27 feet to a concrete monument; N 45 deg. 39' 40" E 611.83 feet to a concrete monument; N 58 deg. 41' 23" E 300.03 feet to an iron pin; thence, leaving said southeasterly margin with the southerly line of Hunter Chase Subdivision, the following calls: S 49 deg. 19' 30" E 277.54 feet to an iron pin; S 40 deg. 20' 08" E 451.77 feet to an iron pin; S 70 deg. 49' 03" E 952.51 feet to an iron pin; thence, leaving said southerly line with the westerly line of the property conveyed to Marcia A. Franks, by deed of record in Book 547, page 950, R.O.W.C., S 07 deg. 14' 48" W 199.79 feet to an iron pin; thence with the westerly line of said Franks property, S 70 deg. 43' 29" E 446.70 feet to the point of beginning, containing 160.45 acres, more or less.

Being a portion of the same property conveyed to Sarah Polk Dallas by deed from Mary Polk Bradley and husband Hearn Bradley and Willie May G. Polk, Trustee of record in Book 58, page 106, Register's Office for Williamson County, Tennessee.

(Included in this parcel of land is a parcel of 10.99 acres conveyed out from it to Miles, Trustee, but subsequently reconveyed to Sarah Polk Dallas by Land Trust Corporation by deed dated April 19, 1989, recorded in Book 0785 Pages 340-342, Register's Office for Williamson County.)

The above-described parcel is subject to a water line easement of record in Book 367, Page 678, R.O.W.C., and also a life estate in the 1.83 acres described in Exhibit B to the deed from Sarah Polk Dallas to Dallas Downs, L.P., of record at page 747, Volume 817, R.O.W.C.; said life estate is reserved to Sarah Polk Dallas for her lifetime.

The above described parcel is the same property conveyed from Sarah Polk Dallas, Grantor, to Dallas Downs L.P., by Warranty Deed recorded in Book 817, Page 744, et seq., R.O.W.C.

SADIE WADE
REGISTER OF DEEDS
WILLIAMSON COUNTY, TN.

1989 NOV 21 AM 10:42

BOOK# 821 PG 486
NOTE BK 95 PG 272
TAX _____ TOTAL 4600
FEE _____ RECEIPT#
REC _____ 71573

Page 2 added to EXHIBIT B TO DECLARATION OF
COVENANTS, CONDITIONS & RESTRICTIONS, BY
AMENDMENT

8

0877 PAGE 367

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR DALLAS DOWNS, L.P.
ANNEXATION OF SECTION FOUR**

WHEREAS, Dallas Downs, L.P., a Tennessee limited partnership, ("Declarant"), did on October 27, 1989, cause to be executed and put to record at Volume 817, Pages 748 through 801, in the Register's Office of Williamson County, Tennessee, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DALLAS DOWNS; and

WHEREAS, it did put to record the FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DALLAS DOWNS, L.P., at Volume 821, Pages 486 through 496, in the said Register's Office; and

WHEREAS, Declarant has the unilateral right under Article VIII, Section 1 of the aforesaid Declaration, to subject to the provisions of the aforesaid Declaration, and the jurisdiction of the Association additional portions of the real property described in the Exhibit B, to the aforesaid Declaration; and

WHEREAS, it now appears desirable to amend the aforesaid Declaration to subject to the provisions of the aforesaid Declaration as previously amended and to the jurisdiction of the Association, Section 4 of Dallas Downs, P.U.D., as recorded on the plat of Dallas Downs, P.U.D. Section 4, of record in Plat Book 14 at Page 87, Register's Office of Williamson County.

NOW, THEREFORE, the Declarant, Dallas Downs, L.P., does hereby subject to the provisions of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DALLAS DOWNS recorded at Volume 817, Pages 748 through 801, Register's Office of Williamson County, Tennessee, as previously amended by the First Amendment thereto, recorded at Volume 821, Pages 486 through 496, and subject to the jurisdiction of the Association, as defined in the aforesaid Declaration, the real property included within Section 4 of Dallas Downs, P.U.D., which is of record in Plat Book 14, Page 87, Register's Office of Williamson County, Tennessee, and which is shown on Exhibit A hereto and described on Exhibit B hereto, both of which are incorporated herein and made a part hereof.

This annexation shall be effective upon the filing for record of this Amendment.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 16th day of November, 1990.

DALLAS DOWNS, L.P.
A Tennessee Limited Partnership

BY: Dallas Development Corporation
General Partner

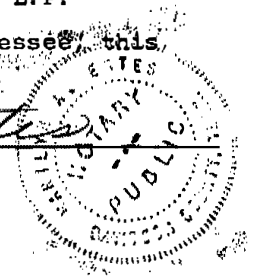
BY: Joseph H. Holliday, Jr.
Joseph H. Holliday, Jr., President
Dallas Development Corporation

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me MARILYN A. ESTES, a Notary Public in and for the County and State aforesaid, personally appeared Joseph H. Holliday, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the President of Dallas Development Corporation, the General Partner of Dallas Downs, L.P., a Tennessee Limited Partnership, the within named bargainer, and being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the General Partner, by himself as the President of the said General Partner of Dallas Downs, L.P.

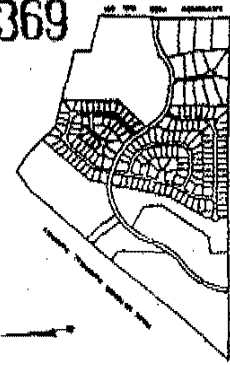
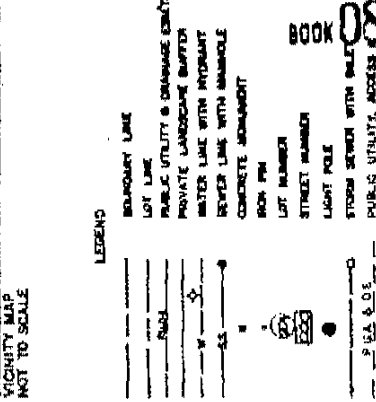
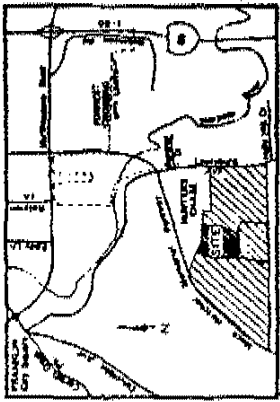
WITNESS my hand and seal at office in Nashville, Tennessee, this 16 day of November, 1990.

Marilyn A. Estes
Notary Public



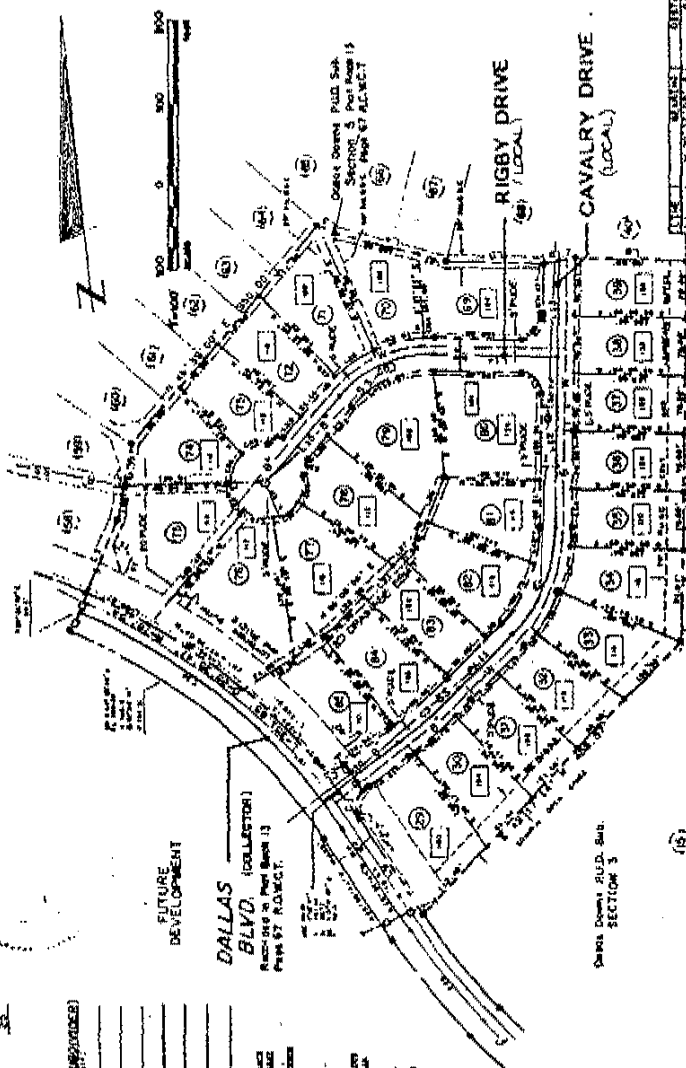
My Commission Expires:

3-27-93



KEY MAP SCALE: 1" = 100'

DALLAS DOWNS P.L.D.
SECTION 4
SHEET 1 OF 3



LOT	ACRES	OFFSET
1	0.11	0.00
2	0.11	0.00
3	0.11	0.00
4	0.11	0.00
5	0.11	0.00
6	0.11	0.00
7	0.11	0.00
8	0.11	0.00
9	0.11	0.00
10	0.11	0.00
11	0.11	0.00
12	0.11	0.00
13	0.11	0.00
14	0.11	0.00
15	0.11	0.00
16	0.11	0.00
17	0.11	0.00
18	0.11	0.00
19	0.11	0.00
20	0.11	0.00
21	0.11	0.00
22	0.11	0.00
23	0.11	0.00
24	0.11	0.00
25	0.11	0.00
26	0.11	0.00
27	0.11	0.00
28	0.11	0.00
29	0.11	0.00
30	0.11	0.00
31	0.11	0.00
32	0.11	0.00
33	0.11	0.00
34	0.11	0.00
35	0.11	0.00
36	0.11	0.00
37	0.11	0.00
38	0.11	0.00
39	0.11	0.00
40	0.11	0.00
41	0.11	0.00
42	0.11	0.00
43	0.11	0.00
44	0.11	0.00
45	0.11	0.00
46	0.11	0.00
47	0.11	0.00
48	0.11	0.00
49	0.11	0.00
50	0.11	0.00
51	0.11	0.00
52	0.11	0.00
53	0.11	0.00
54	0.11	0.00
55	0.11	0.00
56	0.11	0.00
57	0.11	0.00
58	0.11	0.00
59	0.11	0.00
60	0.11	0.00
61	0.11	0.00
62	0.11	0.00
63	0.11	0.00
64	0.11	0.00
65	0.11	0.00
66	0.11	0.00
67	0.11	0.00
68	0.11	0.00
69	0.11	0.00
70	0.11	0.00
71	0.11	0.00
72	0.11	0.00
73	0.11	0.00
74	0.11	0.00
75	0.11	0.00
76	0.11	0.00
77	0.11	0.00
78	0.11	0.00
79	0.11	0.00
80	0.11	0.00
81	0.11	0.00
82	0.11	0.00
83	0.11	0.00
84	0.11	0.00
85	0.11	0.00
86	0.11	0.00
87	0.11	0.00
88	0.11	0.00
89	0.11	0.00
90	0.11	0.00
91	0.11	0.00
92	0.11	0.00
93	0.11	0.00
94	0.11	0.00
95	0.11	0.00
96	0.11	0.00
97	0.11	0.00
98	0.11	0.00
99	0.11	0.00
100	0.11	0.00

LOT	ACRES	OFFSET
1	0.11	0.00
2	0.11	0.00
3	0.11	0.00
4	0.11	0.00
5	0.11	0.00
6	0.11	0.00
7	0.11	0.00
8	0.11	0.00
9	0.11	0.00
10	0.11	0.00
11	0.11	0.00
12	0.11	0.00
13	0.11	0.00
14	0.11	0.00
15	0.11	0.00
16	0.11	0.00
17	0.11	0.00
18	0.11	0.00
19	0.11	0.00
20	0.11	0.00
21	0.11	0.00
22	0.11	0.00
23	0.11	0.00
24	0.11	0.00
25	0.11	0.00
26	0.11	0.00
27	0.11	0.00
28	0.11	0.00
29	0.11	0.00
30	0.11	0.00
31	0.11	0.00
32	0.11	0.00
33	0.11	0.00
34	0.11	0.00
35	0.11	0.00
36	0.11	0.00
37	0.11	0.00
38	0.11	0.00
39	0.11	0.00
40	0.11	0.00
41	0.11	0.00
42	0.11	0.00
43	0.11	0.00
44	0.11	0.00
45	0.11	0.00
46	0.11	0.00
47	0.11	0.00
48	0.11	0.00
49	0.11	0.00
50	0.11	0.00
51	0.11	0.00
52	0.11	0.00
53	0.11	0.00
54	0.11	0.00
55	0.11	0.00
56	0.11	0.00
57	0.11	0.00
58	0.11	0.00
59	0.11	0.00
60	0.11	0.00
61	0.11	0.00
62	0.11	0.00
63	0.11	0.00
64	0.11	0.00
65	0.11	0.00
66	0.11	0.00
67	0.11	0.00
68	0.11	0.00
69	0.11	0.00
70	0.11	0.00
71	0.11	0.00
72	0.11	0.00
73	0.11	0.00
74	0.11	0.00
75	0.11	0.00
76	0.11	0.00
77	0.11	0.00
78	0.11	0.00
79	0.11	0.00
80	0.11	0.00
81	0.11	0.00
82	0.11	0.00
83	0.11	0.00
84	0.11	0.00
85	0.11	0.00
86	0.11	0.00
87	0.11	0.00
88	0.11	0.00
89	0.11	0.00
90	0.11	0.00
91	0.11	0.00
92	0.11	0.00
93	0.11	0.00
94	0.11	0.00
95	0.11	0.00
96	0.11	0.00
97	0.11	0.00
98	0.11	0.00
99	0.11	0.00
100	0.11	0.00

PLAT
 1. Existing Survey Lines, Dimensions, etc.
 2. Boundary Bearings, Distances, etc.
 3. Lot Areas, etc.
 4. Easements, etc.
 5. Other Notes, etc.

DALLAS DOWNS P.L.D.
 (COLLECTOR)
 REGISTERED IN PLAT BOOK 13
 PAGE 87 REACT.

FUTURE DEVELOPMENT
 DALLAS BLVD. (COLLECTOR)
 REGISTERED IN PLAT BOOK 13
 PAGE 87 REACT.

DALLAS DOWNS P.L.D.
 SECTION 5

LEGEND
 BOUNDARY LINE
 LOT LINE
 PUBLIC UTILITY & DRAINAGE EAS.
 PRIVATE LANDSCAPE BUFFER
 METER LINE WITH INTERMITTENT
 SEWER LINE WITH MANHOLE
 CONCRETE MONUMENT
 IRON PIN
 LOT NUMBER
 STREET NUMBER
 LIGHT POLE
 STORM SEWER WITH MANHOLE
 PUBLIC UTILITY, ADDRESS
 DRAINAGE EASEMENT

RECEIVED OFFICE
 OFFICE OF THE CLERK OF THE
 COUNTY OF WILLIAMSON, TENNESSEE

CERTIFICATE OF APPROVAL OF
 THE BOARD OF SUPERVISORS

CERTIFICATE OF APPROVAL OF
 THE BOARD OF SUPERVISORS

CERTIFICATE OF APPROVAL OF
 THE BOARD OF SUPERVISORS

FINAL SUBDIVISION PLAT
 FRANKLIN, WILLIAMSON COUNTY, TENNESSEE
 TOTAL ACRES 80.2 TOTAL LOTS 23
 ACROSS NEW STREETS 1/4" POST NEW STREETS 1/4" 1/4"
 CIVIL DIST. 2011 CLOSING ORDER 128000
 SCALE 1" = 100' DATE 11-19-10

EXHIBIT "B"
TO
SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR DALLAS DOWNS, L.P.
ANNEXATION OF SECTION FOUR

BOOK 0877 PAGE 370

BOOK# 877 PG 367
NOTE BK 46 PG 496
TAX TOTAL 16.00
FEE RECEIPT#
REC 16.00 93381

Being a tract or land in the 10th Civil District of Franklin, Williamson County, Tennessee, and more particularly described as follows:

COMMENCING at an iron pin in the westerly margin of Lewisburg Avenue said point being the southeasterly most corner of the Sarah Polk Dallas property, recorded in Deed Book 58, page 106, and Deed Book 466, page 63, in the Register's Office of Williamson County, Tennessee (R.O.W.C.T.); thence, N 46° 49' 47" W, and a distance of 1691.48 feet to the POINT OF BEGINNING; thence N 28° 56' 04" W, and a distance of 144.30 feet to a point; thence 432.57 feet along the arc of a curve to the left; said

curve having a central angle of 31° 28' 15", a radius of 787.54 feet, and a chord bearing and distance of N 44° 39' 50" W, 427.15 feet to a point; thence N 29° 36' 03" E, and a distance of 94.82 feet to a point; thence N 16° 27' 00" E, and a distance of 94.72 feet to a point; thence N 46° 39' 00" E, and a distance of 350.00 feet to a point; thence S 61° 03' 55" E, and a distance of 23.42 feet to a point; thence S 70° 21' 57" E, and a distance of 140.00 feet to a point; thence, S 83° 06' 22" E, and a distance of 118.78 feet to a point; thence, N 86° 50' 44" E, and a distance of 20.31 feet to a point; thence, continuing N 86° 50' 44" E, and a distance of 20.31 feet to a point; thence S 83° 06' 22" E, and a distance of 135.00 feet to a point; thence S 6° 53' 38" W, a distance of 481.27 feet to a point; thence, S 49° 17' 14" W, and a distance of 458.57 feet to THE POINT OF BEGINNING, containing 9.02 acres of land, and being SECTION 4, DALLAS DOWNS, P.U.D.

SADIE WADE
REGISTER OF DEEDS
WILLIAMSON COUNTY, TN
1990 NOV 21 PM 3:49

Being part of the same property conveyed to Dallas Downs, L.P., a Limited Partnership by deed from Sarah Polk Dallas of record in Book 817, page 744, Register's Office for Williamson County, Tennessee.

Prepared By:
Evans, Jones & Reynolds
Nashville, TN

THIRD AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR DALLAS DOWNS, L.P. BOOK 0901 PAGE 561
ANNEXATION OF SECTION NINE

WHEREAS, Dallas Downs, L.P., a Tennessee limited partnership, ("Declarant"), did on October 27, 1989, cause to be executed and put to record at Volume 817, Pages 748 through 801, in the Register's Office of Williamson County, Tennessee, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DALLAS DOWNS; and

WHEREAS, it did put to record the FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DALLAS DOWNS, L.P., at Volume 821, Pages 486 through 496, in the said Register's Office; and

WHEREAS, it did also put to record the SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DALLAS DOWNS, L.P., at Volume 877, Page 367 through 370, in the said Register's Office; and

WHEREAS, Declarant has the unilateral right under Article VIII, Section 1 of the aforesaid Declaration, to subject to the provisions of the aforesaid Declaration, and the jurisdiction of the Association additional portions of the real property described in the Exhibit B, to the aforesaid Declaration; and

WHEREAS, it now appears desirable to amend the aforesaid Declaration to subject to the provisions of the aforesaid Declaration as previously amended and to the jurisdiction of the Association, Section 9 of Dallas Downs, P.U.D., as recorded on the plat of Dallas Downs, P.U.D. Section 9, of record in Plat Book 15 at Page 4, Register's Office of Williamson County.

NOW, THEREFORE, the Declarant, Dallas Downs, L.P., does hereby subject to the provisions of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DALLAS DOWNS, recorded at Volume 817, Pages 748 through 801, Register's Office of Williamson County, Tennessee, as previously amended by the First Amendment thereto recorded at Volume 821, Pages 486 through 496 and the Second Amendment thereto, recorded at Volume 877, Pages 367 through 380, and subject to the jurisdiction of the Association, as defined in the aforesaid Declaration, the real property included within Section 9 of Dallas Downs, P.U.D., which is of record in Plat Book 15, Page 4, Register's Office of Williamson County, Tennessee, and which is shown on Exhibit A hereto and described on Exhibit B hereto, both of which are incorporated herein and made a part hereof.

This annexation shall be effective upon the filing for the record of this Amendment.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 29th day of April, 1991.
Marc

DALLAS DOWNS, L.P.
A Tennessee Limited Partnership

By: Dallas Development Corporation
General Partner

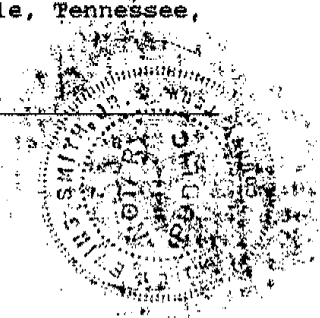
By: Joseph H. Holliday, Jr.
President
Dallas Development Corporation

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me _____, a Notary Public in and for the County and State aforesaid, personally appeared Joseph H. Holliday, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the President of Dallas Development Corporation, the General Partner of Dallas Downs, L.P., a Tennessee Limited Partnership, the within named bargainer, and being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the General Partner, by himself as the President of the said General Partner of Dallas Downs, L.P.

WITNESS my hand and seal at office in Nashville, Tennessee, this 29 day of ~~April~~ March, 1991.

Notary Public



My Commission Expires:
2/28/1992

a:1090.006

LEGAL DESCRIPTION
SECTION 9

Being a tract of land lying in the 10th Civil District of Franklin, Williamson County, Tennessee and being more particularly described as follows:

Beginning at a point in the southerly right-of-way of Dallas Boulevard 1,780 feet from the right-of-way intersection of Lewisburg Avenue and Dallas Boulevard, also being the northeasterly corner of subject tract.

Thence, south 51 degrees 52' 27" west, a distance of 128.95 feet to a point; thence, south 55 degrees 11' 39" west, a distance of 40.08 feet to a point; thence, south 52 degrees 12' 48" west, a distance of 147.67 feet to a point; thence, south 38 degrees 28' 40" east, a distance of 61.67 feet to a point; thence, south 14 degrees 09' 26" east, a distance of 72.10 feet to a point; thence, south 06 degrees 39' 56" west, a distance of 186.77 feet to a point; thence, south 11 degrees 54' 08" west, a distance of 64.79 feet to a point; thence, north 84 degrees 01' 37" west, a distance of 140.00 feet to a point; thence, 58 degrees 52' 08" west, a distance of 170.00 feet to a point; thence, 48.12 feet along the arc of a curve to the left, said curve having a central angle of 07 degrees 12' 56", a radius of 382.09 feet and a chord bearing and distance of north 20 degrees 03' 29" east, 48.09 feet; thence, north 42 degrees 16' 26" west, a distance of 23.40 feet to a point; thence north 73 degrees 31' 00" west, a distance of 155.00 feet to a point; thence, north 16 degrees 27' 00" east, a distance of 668.00 feet to a point; thence, 4.82 feet along the arc of a curve to the right, said curve having a central angle of 00 degrees 23' 41", a radius of 699.74 feet and a chord bearing and distance of south 84 degrees 39' 24" east, 2.41 feet to a point; thence, 108.16 feet along the arc of a curve to the right, said curve having a central angle of 16 degrees 24' 57", a radius of 377.80 feet and a chord bearing and distance of south 76 degrees 15' 05" east, 54.45 feet to a point; thence, 36.87 feet along the arc of a curve to the right, said curve having a central angle of 84 degrees 29' 37", a radius of 25.00 feet and a chord bearing and distance of south 25 degrees 47' 48" east, 22.71 feet to a point; thence, south 49 degrees 32' 53" east, a distance of 43.79 feet to a point; thence, 45.00 feet along the arc of a curve to the right, said curve having a central angle of 103 degrees 09' 03", a radius of 25.00 feet and a chord bearing and distance of north 68 degrees 01' 32" east, 31.51 feet to a point; thence, south 60 degrees 23' 57" east, a distance of 78.42 feet to a point; thence, 279.98 feet along the arc of a curve to the right, said curve having a central angle of 21 degrees 45' 01", a radius of 737.54 feet and a chord bearing and distance of south 49 degrees 31' 27" east, 141.70 feet to the Point of Beginning, and containing 7.13 +/- acres.

Being part of the same property conveyed to Dallas Downs, L.P., a limited partnership by deed from Sarah Polk Dallas of record in Book 817, page 744, said Register's Office.

BOOK 0901 PAGE 504

Residential (R-1)
 15' # See Note 10
 2 story buildings 27' Total 12'
 Sidings 2'

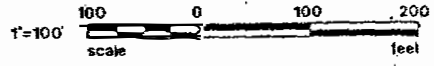
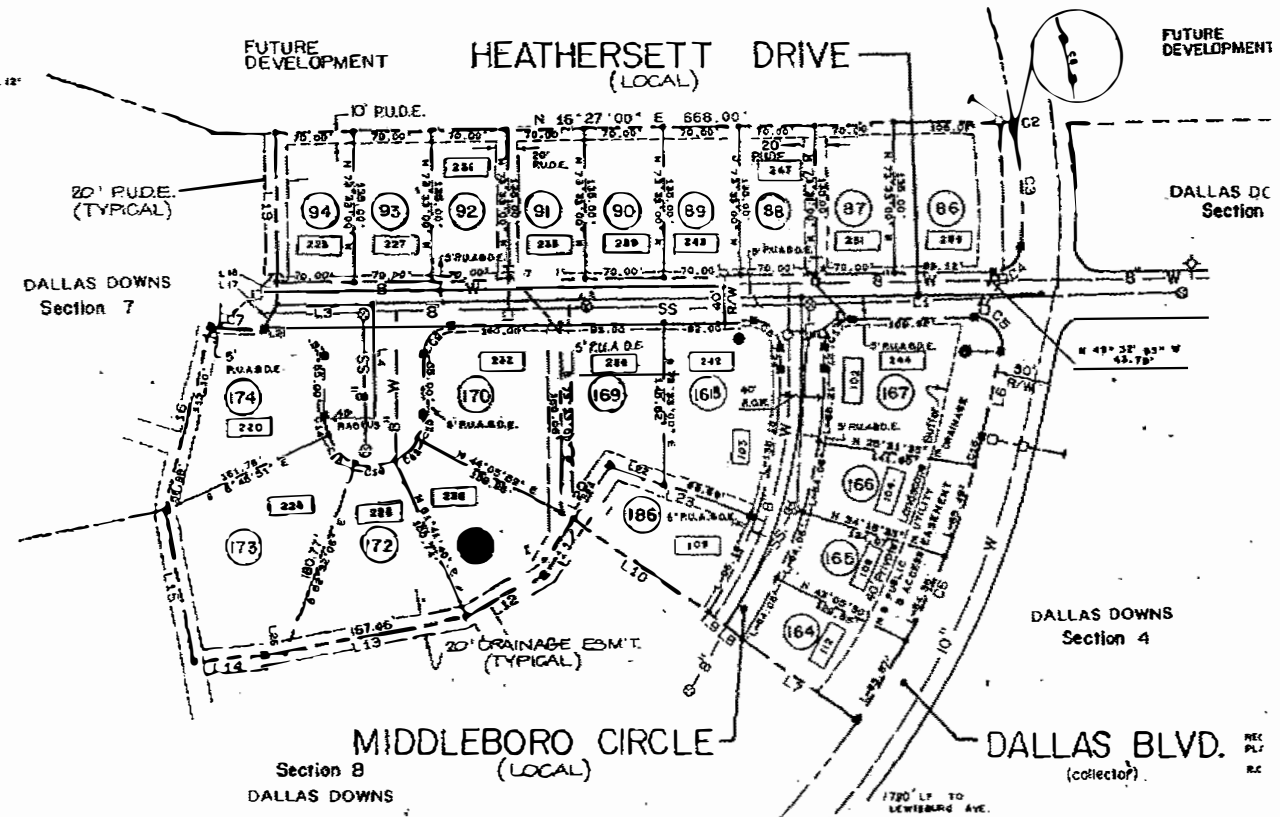
DOWNS LP
 TED PARTNERSHIP
 ANE
 220
 S
 N
 54

COMPLIANCE
 OF TENNESSEE
 SURVEYORS,
 WITH THIS ERROR
 PARCEL 13,
 MAP
 AT ALL LOTS
 RES WITHIN
 FROM THE

BOOK# 901 PG# 504
 NOTE BK# PG# 30
 TAX TOTAL 6.00
 FEE RECEIPT# 5046
 REC

DESSADIE WADE
 REGISTER OF DEEDS
 WILLIAMSON COUNTY, TN.
 1981 MAY 13 PM 3:45

Area
 0.35
 0.32



LINE	BEARING
L1	S 16° 27' 00" W
L2	S 16° 27' 00" W
L3	S 16° 27' 00" W
L4	S 73° 33' 00" E
L5	S 73° 33' 00" E

**FOURTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR DALLAS DOWNS, L.P.
ANNEXATION OF SECTION EIGHT**

WHEREAS, Dallas Downs, L.P., a Tennessee limited partnership, ("Declarant"), did on October 27, 1989, cause to be executed and put to record at Volume 817, Pages 748 through 801, in the Register's Office of Williamson County, Tennessee, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DALLAS DOWNS; and

WHEREAS, it did put to record the FIRST, SECOND and THIRD AMENDMENTS TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DALLAS DOWNS, L.P., in the said Register's Office; and

WHEREAS, Declarant has the unilateral right under Article VIII, Section 1 of the aforesaid Declaration, to subject to the provisions of the aforesaid Declaration, and the jurisdiction of the Association, additional portions of the real property described in the Exhibit B, to the aforesaid Declaration; and

WHEREAS, it now appears desirable to amend the aforesaid Declaration to subject to the provisions of the aforesaid Declaration as previously amended and to the jurisdiction of the Association, Section 8 of Dallas Downs, P.U.D., as recorded on the plat of Dallas Downs, P.U.D. Section 8, of record in Plat Book 15 at Page 29, Register's Office of Williamson County.

NOW, THEREFORE, the Declarant, Dallas Downs, L.P., does hereby subject to the provisions of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DALLAS DOWNS recorded at Book 817, Pages 748 through 801, Register's Office of Williamson County, Tennessee, as previously amended by the First, Second and Third Amendments thereto, recorded at Book 821, Page 486 et seq., Book 877, Page 367 et seq., and Book 901, Page 561 et seq., respectively, and does now subject to the jurisdiction of the Association, as defined in the aforesaid Declaration, the real property included within Section 8 of Dallas Downs, P.U.D., which is of record in Plat Book 15, Page 29, Register's Office of Williamson County, Tennessee, and which is shown on Exhibit A hereto and described on Exhibit B hereto, both of which are incorporated herein and made a part hereof.

This annexation shall be effective upon the filing for record of this Amendment.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 15 day of MAY, 1991.

DALLAS DOWNS, L.P.
A Tennessee Limited Partnership

BY: Dallas Development Corporation
General Partner

BY: Joseph H. Holliday, Jr.
Joseph H. Holliday, Jr.
President
Dallas Development Corporation

STATE OF TENNESSEE
COUNTY OF Putnam

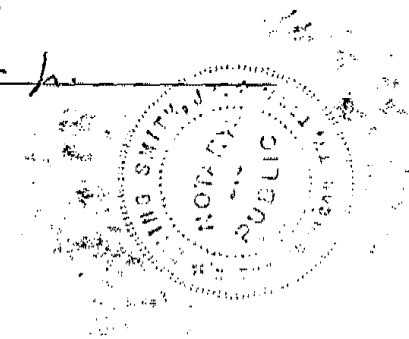
Before me Ernie Smith, Jr., a Notary Public in and for the County and State aforesaid, personally appeared (Joseph H. Holliday, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the President of Dallas Development Corporation, the General Partner of Dallas Downs, L.P., a Tennessee Limited Partnership, the within named bargainer, and being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the General Partner, by himself as the President of the said General Partner of Dallas Downs, L.P.

WITNESS my hand and seal at office in Memphis, Tennessee, this 15th day of May, 1991.

Ernie Smith, Jr.
Notary Public

My Commission Expires:

April 2, 1992.



EXHIBIT

Being a tract of land lying in the 10th Civil District of Franklin, Williamson County, Tennessee and being more particularly described as follows:

Beginning at a point in the southerly right-of-way of Dallas Boulevard 1,406 feet from the right-of-way intersection of Lewisburg Avenue and Dallas Boulevard, also being the northeasterly corner of subject tract; thence, South 26 deg. 57' 46" West, a distance of 183.99 feet to a point; thence, South 5 deg. 47' 13" West, a distance of 370.00 feet to a point; thence, South 49 deg. 42' 51" West, a distance of 78.55 feet to a point; thence, North 84 deg., 01' 37" West, a distance of 437.83 feet to a point; thence, North 9 deg. 40' 10" East, a distance of 135.64 feet to a point; thence, South 82 deg. 10' 43" East, a distance of 11.16 feet to a point; thence North 5 deg. 58' 23" East, a distance of 180.00 feet to a point; thence South 84 deg., 01' 37" East, a distance of 140.00 feet to a point; thence, North 11 deg. 54' 08" East, a distance of 64.79 feet to a point; thence, North 6 deg. 39' 56" East, a distance of 186.77 feet to a point; thence North 14 deg. 09' 26" West, a distance of 72.10 feet to a point; thence, North 38 deg. 28' 40" West, a distance of 61.67 feet to a point; thence, North 52 deg. 12' 48" East, a distance of 147.67 feet to a point; thence, North 55 deg. 11' 39" East, a distance of 40.08 feet to a point; thence, North 51 deg. 52' 27" East, a distance of 128.95 feet to a point; thence, 125.13 feet along the arc of a curve to the right, said curve having a central angle of 9 deg. 43' 13", a radius of 737.54 feet, and a chord bearing and distance of South 33 deg. 47' 20" East, 124.98 feet to a point; thence, South 28 deg. 55' 42" East, a distance of 149.52 feet to a point; thence, 99.58 feet along the arc of a curve to the left, said curve having a central angle of 5 deg. 38' 40", a radius of 1010.79 and a chord bearing and distance of South 31 deg. 45' 05" East, 99.54 feet to a point of beginning and containing 7.39 acres, more or less.

Being part of the same property conveyed to Dallas Downs, L.P., a limited partnership by deed from Sarah Polk Dallas of record in Book 817, page 744, said Register's Office.

BOOK# 910 PG. 526
NOTE BK 47 PG. 310
TAX _____ TOTAL 2.00
FEE _____ RECEIPT#
REC 1200 8910

EX B TO FOURTH AMENDMENT
DECLARATION

SABIE WADE
REGISTER OF DEEDS
WILLIAMSON COUNTY, TN.
1991 JUL -1 AM 10:42

PREPARED BY:
J. Clarence Evans
Evans, Jones & Reynolds
P.O. Box 3047
Nashville, TN 37219-0047

**SUPPLEMENT TO FOURTH AMENDMENT
TO DECLARATION OF COVENANTS, CONDITIONS BOOK 0919 PAGE 451
AND RESTRICTIONS FOR DALLAS DOWNS, L.P.
ANNEXATION OF SECTION EIGHT**

WHEREAS, Dallas Downs, L.P., a Tennessee limited partnership did on July 1, 1991, at 10:42 a.m. cause to be filed in Note Book 47 at Page 310, and recorded in Book 910 at Page 526-528 in the Register's Office of Williamson County, the Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Dallas Downs, L.P. Annexation of Section Eight; and

WHEREAS, through inadvertence Exhibit A thereto, said Exhibit A being a copy of the recorded plat of said Section Eight, and being so referred to in the said Fourth Amendment, was omitted from the said Fourth Amendment as recorded;

NOW, THEREFORE, the Declarant, Dallas Downs, L.P., does hereby declare that the said Exhibit A to the said Fourth Amendment, which should have been recorded as a part of the said Fourth Amendment is one and the same plat of Section Eight of Dallas Downs, P.U.D., which was recorded on said same July 1, 1991, at 10:40 a.m. in Plat Book 15 at Page 29, in the Register's office of Williamson County, Tennessee. This present instrument is recorded for the purpose of reaffirming the identity of the said Exhibit A to the Fourth Amendment, and explaining its omission from the said Fourth Amendment as recorded.

IN WITNESS WHEREOF, the undersigned being the President of the General Partner of the Declarant herein, has hereunto set his hand and seal this 15th day of July, 1991.

DALLAS DOWNS, L.P.
A Tennessee Limited Partnership

BY: Dallas Development Corporation
General Partner

BY: 
Joseph H. Holliday, Jr.,
President
Dallas Development Corporation

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 0919 PAGE 452

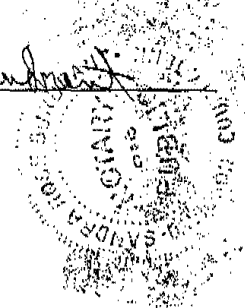
Before me Sandra Rose Burchment, a Notary Public in and for the County and State aforesaid, personally appeared (Joseph H. Holliday, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the President of Dallas Development Corporation, the General Partner of Dallas Downs, L.P., a Tennessee Limited Partnership, the within named bargainer, and being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the General Partner, by himself as the President of the said General Partner of Dallas Downs, L.P.

WITNESS my hand and seal at office in Nashville, Tennessee, this 15th day of July, 1991.

Sandra Rose Burchment
Notary Public

My Commission Expires:

My Commission Expires MAY 20, 1992



BOOK# 919 PG 451
NOTE BK 47 PG 386
TAX _____ TOTAL 3.00
FEE _____ RECEIPT# _____
REC _____ 11760

SADIE WADE
REGISTER OF DEEDS
WILLIAMSON COUNTY, TN.

1991 AUG 14 PM 3:34

Prepared By
J. Clarence Evans
P.O. Box 3047
Nashville, TN. 37219-0047

FIFTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR DALLAS DOWNS, L.P.
ANNEXATION OF SECTION SEVEN

BOOK 0919 PAGE 453

WHEREAS, Dallas Downs, L.P., a Tennessee limited partnership, ("Declarant"), did on October 27, 1989, cause to be executed and put to record at Book 817, Pages 748 through 801, in the Register's Office of Williamson County, Tennessee, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DALLAS DOWNS; and

WHEREAS, it did also put to record the FIRST, SECOND, THIRD AND FOURTH AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DALLAS DOWNS, L.P.; at Book 821, Page 486, Book 877, Page 367, Book 901, Page 561, and Book 910, Page 526, respectively; and also the Supplement to Fourth Amendment recorded at Book 919, page 451, Register's Office of Williamson County; and

WHEREAS, Declarant has the unilateral right under Article VIII, Section 1 of the aforesaid Declaration, to subject to the provisions of the aforesaid Declaration, and the jurisdiction of the Association additional portions of the real property described in the Exhibit B to the aforesaid Declaration; and

WHEREAS, it now appears desirable to amend the aforesaid Declaration to subject to the provisions of the aforesaid Declaration as previously amended and to the jurisdiction of the Association, Section 7 of Dallas Downs, P.U.D., as recorded on the Plat of Dallas Downs, P.U.D. Section 7, of record in Plat Book 15 at Page 51, Register's Office of Williamson County.

NOW, THEREFORE, the Declarant, Dallas Downs, L.P., does hereby subject to the provisions of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DALLAS DOWNS, recorded at Book 817, Pages 748 through 801, Register's Office of Williamson County, Tennessee, as previously amended, and does now subject to the jurisdiction of the Association, as defined in the aforesaid Declaration, the real property included within Section 7 of Dallas Downs, P.U.D., which is of record in Plat Book 15, Page 51, Register's Office of Williamson County, Tennessee, and which is shown on Exhibit A hereto and described on Exhibit B hereto, both of which are incorporated herein and made a part hereof.

This annexation shall be effective upon the filing for record of this Amendment.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 15 day of August, 1991.

DALLAS DOWNS, L.P.
A Tennessee Limited Partnership

By: Dallas Development Corporation
General Partner

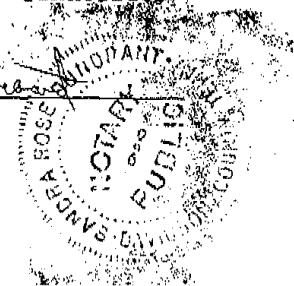
By: Joseph H. Holliday, Jr.
Joseph H. Holliday, Jr.
President
Dallas Development Corporation

STATE OF TENNESSEE)
COUNTY OF Davidson)

Before me Andrea Rose Burdick, a Notary Public in and for the County and State aforesaid, personally appeared Joseph H. Holliday, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the President of Dallas Development Corporation, the General Partner of Dallas Downs, L.P., a Tennessee Limited Partnership, the within named bargainer, and being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the General Partner, by himself as the President of the said General Partner of Dallas Downs, L.P.

WITNESS my hand and seal at office in Nashville, Tennessee, this 15 day of August, 1991.

Andrea Rose Burdick
Notary Public



My Commission Expires:
My Commission Expires MAY 20, 1992

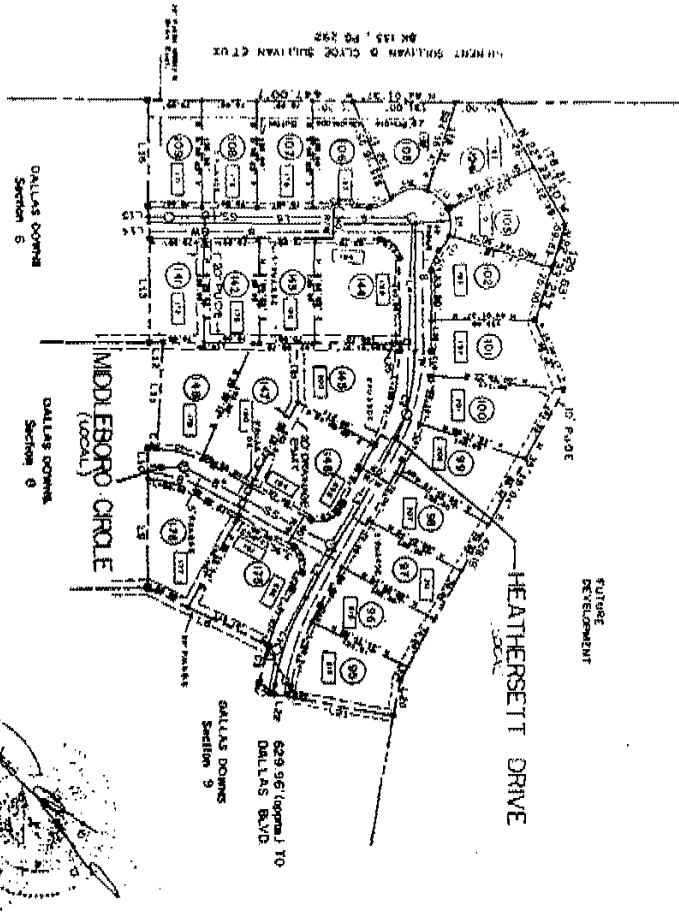
a:1090.006

Exhibit "A"

NOTES:

1. Survey conducted by James A. ...
2. ...
3. ...
4. ...
5. ...

DEVELOPER: Dallas Downs, Inc.
ADDRESS: 2501 ...
PHONE: ...



SECTION 5

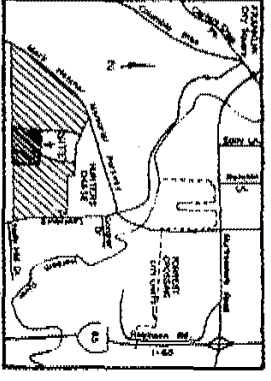
Lot No.	Area (Acres)	Owner
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50

SECTION 0

Lot No.	Area (Acres)	Owner
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50

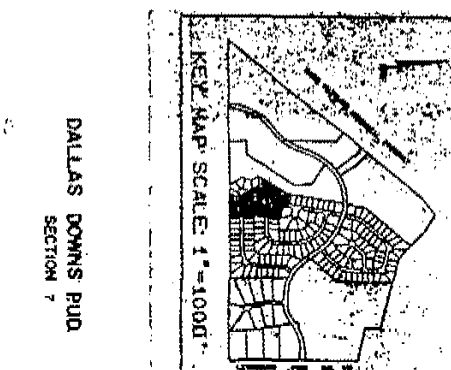
SECTION 7

Lot No.	Area (Acres)	Owner
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50



LEGEND

- BOUNDARY LINE
- LOT LINE
- PUBLIC UTILITY & DRAINAGE EASEMENT
- PRIVATE LANDSCAPE SWEEP
- WATER LINE WITH HYDRANT
- SEWER LINE WITH MANHOLE
- CONCRETE DRIVEWAY
- IRON PIPE
- LOT MARKER
- STREET MARKER
- UTILITY POLE
- STONE BENCH WITH METAL
- PLANT, TREE, ACRES & DRIVEWAY



STATE OF TEXAS
FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

DEVELOPER: Dallas Downs, Inc.
ADDRESS: 2501 ...
PHONE: ...

AGENT: James A. ...
ADDRESS: ...
PHONE: ...

SECTION 5

SECTION 0

SECTION 7

DALLAS DOWNS PUD SECTION 7

FINAL SUBDIVISION PLAN

TOTAL ACRES: 250
TOTAL LOTS: 25

ADJACENT NEW STREETS: 1827 FEET NEW STREETS: 1237

CON. DIST. 1978
DATE 11-8

EXHIBIT "B"
TO
FIFTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR DALLAS DOWNS, L.P.
ANNEXATION OF SECTION SEVEN

Being a tract of land in the 10th Civil District of Franklin, Williamson County, Tennessee, and more particularly described as follows:

COMMENCING at a point in the western right-of-way of Lewisburg Avenue, said point being the southeast corner of the Sarah Dallas Tract as of record in Deed Book 58, Page 106 R.O.W.C.T., and the northeast corner of the Gilbert Sullivan Tract as of record in Deed Book 133, Page 292 R.O.W.C.T.; thence, north 83°57'07" west, a distance of 1861.50 feet to the point of beginning; thence, north 84°01'37" west, a distance of 447.00 feet to a point; thence, north 22°23'20" west, a distance of 176.21 feet to a point; thence, north 22°33'25" east a distance of 129.63 feet to a point; thence, north 16°08'17" west, a distance of 96.46 feet to a point; thence, north 35°16'04" east, a distance of 428.18 feet to a point; thence, north 16°27'00" east, a distance of 46.46 feet to a point; thence, south 73°33'00" east, a distance of 155.00 feet to a point; thence, south 42°16'26" east, a distance of 23.40 feet to a point; thence, 48.12 feet along the arc of a curve to the right, said curve having a central angle of 7°12'56" and a radius of 382.09 feet; thence, south 58°52'08" east a distance of 170.08 feet to a point; thence, south 5°58'23" west, a distance of 180.00 feet to a point; thence, 11.16 feet along the arc of a curve to the right, said curve having a central angle of 3°41'47" and a radius of 173.04 feet; thence, south 9°40'10" west, a distance of 135.64 feet to a point; thence, south 84°01'37" east a distance of 17.83 feet to a point; thence, south 5°58'23" west a distance of 135.00 feet to a point; thence, south 3°06'38" west, a distance of 40.02 feet to a point; thence, south 5°58'23" west a distance of 135.00 to the point of beginning and containing 7.68 acres.

Being part of the same property conveyed to Dallas Downs, L.P., a Limited Partnership, by Deed from Sarah Polk Dallas of record in Book 817, page 744, Register's Office for Williamson County, Tennessee.

SADIE WADE
REGISTER OF DEEDS
WILLIAMSON COUNTY, TN.
RSH AUG 14 PM 3:38

BOOK# 919 PG 453
NOTE BK 42 PG 386
TAX _____ TOTAL 16.00
FEE _____ RECEIPT#
REC _____ 11760

Prepared by:
J. Clarence Evans, Atty.
P.O. Box 3047
Nashville, TN 37219-0047

**SIXTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR DALLAS DOWNS, L.P.
ANNEXATION OF SECTION SIX**

WHEREAS, Dallas Downs, L.P., a Tennessee limited partnership, ("Declarant"), did on October 27, 1989, cause to be executed and put to record at Book 817, Pages 748 through 801, in the Register's Office of Williamson County, Tennessee, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DALLAS DOWNS; and

WHEREAS, it did also put to record the FIRST, SECOND, THIRD AND FOURTH AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DALLAS DOWNS, L.P.; at Book 821, Page 486, Book 877, Page 367, Book 901, Page 561, and Book 910, Page 526, respectively; the SUPPLEMENT TO FOURTH AMENDMENT recorded at Book 119, Page 451, and also a FIFTH AMENDMENT, recorded at Book 0919, Page 453, Register's Office of Williamson County; and

WHEREAS, Declarant has the unilateral right under Article VIII, Section 1 of the aforesaid Declaration, to subject to the provisions of the aforesaid Declaration, and the jurisdiction of the Association additional portions of the real property described in the Exhibit B to the aforesaid Declaration; and

WHEREAS, it now appears desirable to amend the aforesaid Declaration to subject to the provisions of the aforesaid Declaration as previously amended and to the jurisdiction of the Association, Section 6 of Dallas Downs, P.U.D., as recorded on the Plat of Dallas Downs, P.U.D. Section 6, of record in Plat Book 15 at Page 78, Register's Office of Williamson County;

NOW, THEREFORE, the Declarant, Dallas Downs, L.P., does hereby subject to the provisions of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DALLAS DOWNS, recorded at Book 817, Pages 748 through 801, Register's Office of Williamson County, Tennessee, as previously amended, and does now subject to the jurisdiction of the Association, as defined in the aforesaid Declaration, the real property included within Section 6 of Dallas Downs, P.U.D., which is of record in Plat Book 15, Page 78, Register's Office of Williamson County, Tennessee, and which is shown on Exhibit A hereto and described on Exhibit B hereto, both of which are incorporated herein and made a part hereof.

This annexation shall be effective upon the filing for record of this Amendment.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 7th day of October, 1991.

DALLAS DOWNS, L.P.
A Tennessee Limited Partnership

By: Dallas Development Corporation
General Partner

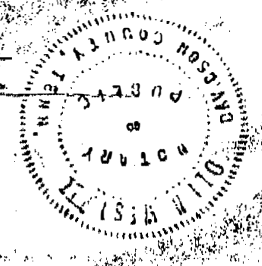
By: Joseph H. Holliday, Jr.
President
Dallas Development Corporation

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Before me Olin West III, a Notary Public in and for the County and State aforesaid, personally appeared Joseph H. Holliday, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the President of Dallas Development Corporation, the General Partner of Dallas Downs, L.P., a Tennessee Limited Partnership, the within named bargainer, and being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the General Partner, by himself as the President of the said General Partner of Dallas Downs, L.P.

WITNESS my hand and seal at office in Nashville, Tennessee, this 7th day of October, 1991.

Olin West III
Notary Public



My Commission Expires:

My Commission Expires MAR. 27, 1993

a:1090.017

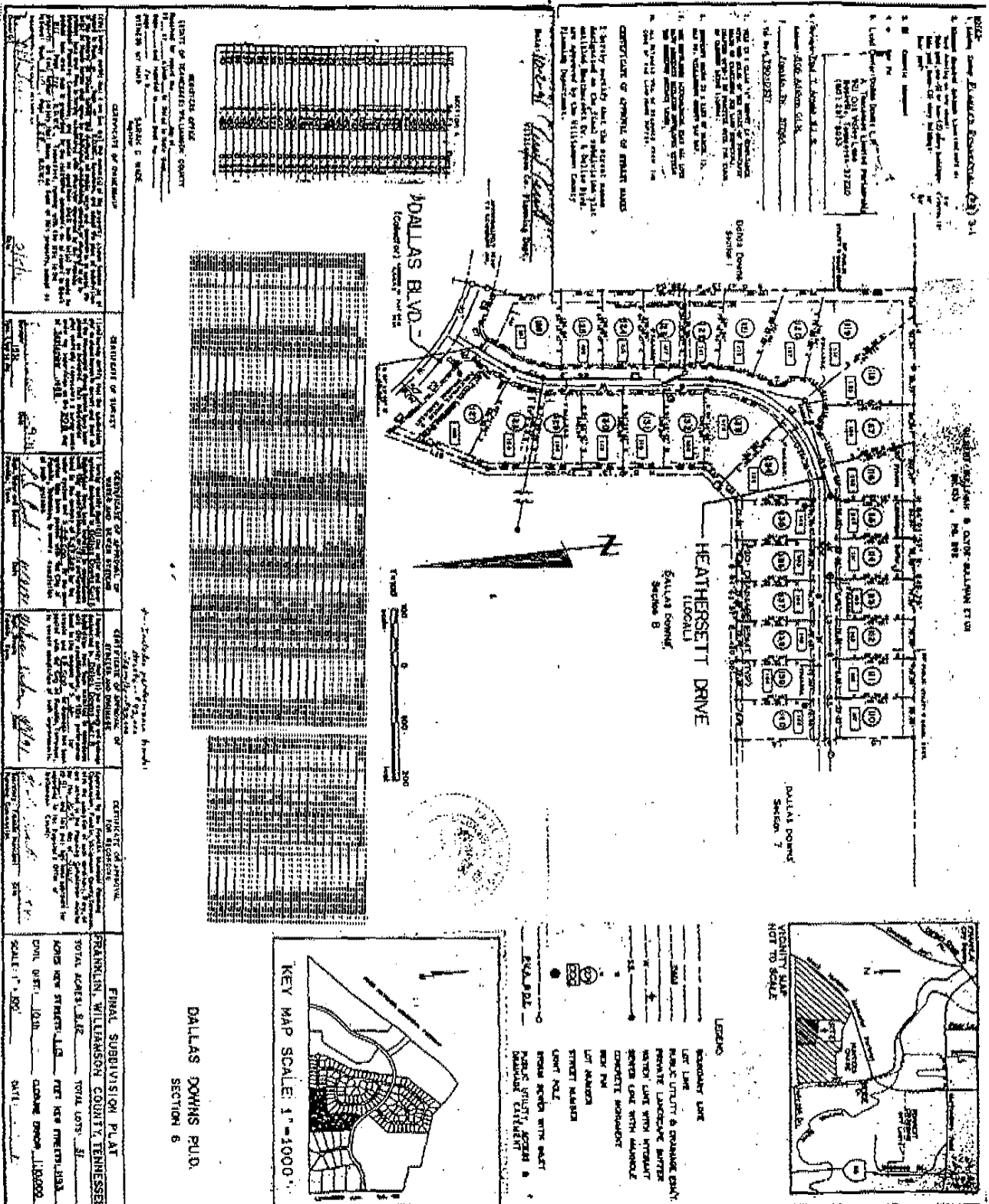


EXHIBIT B

LEGAL DESCRIPTION

BOOK 0929 PAGE 416

SECTION 6

Being a tract of land lying in the 10th Civil District of Franklin, Williamson County, Tennessee and being more particularly described as follows:

Beginning at a point in the southerly right-of-way of Dallas Boulevard 1,406 feet from the right-of-way intersection of Lewisburg Avenue and Dallas Boulevard, also being the northwesterly corner of subject tract.

THENCE, 50.92 feet along the arc of a curve to the left, said curve having a central angle of $2^{\circ} 53' 12''$, a radius of 1,010.79 feet and a chord bearing and distance of SOUTH $36^{\circ} 00' 59''$ EAST, 50.92 feet to a point,

THENCE, 113.16 feet along the arc of a curve to the left, said curve having a central angle of $8^{\circ} 22' 04''$, a radius of 774.82 feet and a chord bearing and distance of SOUTH $41^{\circ} 38' 38''$ EAST, 113.06 feet to a point,

THENCE, 2.92 feet along the arc of a curve to the left, said curve having a central angle of $0^{\circ} 26' 42''$, a radius of 375.27 feet and a chord bearing and distance of SOUTH $46^{\circ} 03' 00''$ EAST, 2.92 feet to a point,

THENCE, 36.45 feet along the arc of a curve to the right, said curve having a central angle of $83^{\circ} 32' 42''$, a radius of 25.00 feet and a chord bearing and distance of SOUTH $4^{\circ} 30' 00''$ EAST, 33.31 feet to a point,

THENCE, SOUTH $52^{\circ} 43' 40''$ EAST, a distance of 40.00 feet to a point,

THENCE, 36.45 feet along the arc of a curve to the right, said curve having a central angle of $83^{\circ} 32' 42''$, a radius of 25.00 feet, and a chord bearing and distance of NORTH $79^{\circ} 02' 41''$ EAST, 33.31 feet to a point,

THENCE, 55.76 feet along the arc of a curve to the left, said curve having a central angle of $8^{\circ} 30' 46''$, a radius of 375.27 feet and a chord bearing and distance of SOUTH $63^{\circ} 26' 20''$ EAST, 55.71 feet to a point,

THENCE, SOUTH $5^{\circ} 47' 13''$ WEST, a distance of 729.54 feet to a point,

THENCE, NORTH $83^{\circ} 54' 43''$ WEST, a distance of 136.72 feet to a point,

THENCE, NORTH 84° 01' 37" WEST, a distance of 646.79 feet to a point,

THENCE, NORTH 5° 58' 23" EAST, a distance of 135.00 feet to a point,

THENCE, NORTH 3° 06' 38" EAST, a distance of 40.04 feet to a point,

THENCE, NORTH 5° 58' 23" EAST, a distance of 135.00 feet to a point,

THENCE, SOUTH 84° 01' 37" EAST, a distance of 420.00 feet to a point,

THENCE, NORTH 49° 42' 51" EAST, a distance of 78.55 feet to a point,

THENCE, NORTH 5° 47' 13" EAST, a distance of 370.00 feet to a point,

THENCE, NORTH 26° 57' 46" EAST, a distance of 183.99 feet to the point of beginning and containing 9.12 acres more or less.

BOOK# 929 PG 413
NOTE BK 42 PG 420
TAX _____ TOTAL 20.00
FEE _____ RECEIPT# _____
REC _____ 15220

SADIE WADE
REGISTER OF DEEDS
WILLIAMSON COUNTY, T

9 OCT - PM 1:57

MAW
Prepared by:
J. Clarence Evans, Atty.
P.O. Box 3047
Nashville, TN 37219-0047

BOOK 987 PAGE 714

**SEVENTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR DALLAS DOWNS, L.P.
ANNEXATION OF SECTION EIGHTEEN**

WHEREAS, Dallas Downs, L.P., a Tennessee limited partnership, ("Declarant"), did on October 27, 1989, cause to be executed and put to record at Book 817, Pages 748 through 801, in the Register's Office of Williamson County, Tennessee, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DALLAS DOWNS; and

WHEREAS, it did also put to record the FIRST, SECOND, THIRD AND FOURTH AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DALLAS DOWNS, L.P.; at Book 821, Page 486, Book 877, Page 367, Book 901, Page 561, and Book 910, Page 526, respectively; the SUPPLEMENT TO FOURTH AMENDMENT recorded at Book 119, Page 451, and also a FIFTH AMENDMENT, recorded at Book 0919, Page 453, Register's Office of Williamson County; and a SIXTH AMENDMENT recorded at Book 0929, Page 413, Register's Office of Williamson County; and

WHEREAS, Declarant has the unilateral right under Article VIII, Section 1 of the aforesaid Declaration, to subject to the provisions of the aforesaid Declaration, and the jurisdiction of the Association additional portions of the real property described in the Exhibit B to the aforesaid Declaration; and

WHEREAS, it now appears desirable to amend the aforesaid Declaration to subject to the provisions of the aforesaid Declaration as previously amended and to the jurisdiction of the Association, Section 18 of Dallas Downs, P.U.D., as recorded on the Plat of Dallas Downs, P.U.D. Section 18, of record in Plat Book 16 at Page 93, Register's Office of Williamson County;

NOW, THEREFORE, the Declarant, Dallas Downs, L.P., does hereby subject to the provisions of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DALLAS DOWNS, recorded at Book 817, Pages 748 through 801, Register's Office of Williamson County, Tennessee, as previously amended, and does now subject to the jurisdiction of the Association, as defined in the aforesaid Declaration, the real property included within Section 18 of Dallas Downs, P.U.D., which is of record in Plat Book 16, Page 93, Register's Office of Williamson County, Tennessee, and which is shown on Exhibit A hereto and described on Exhibit B

hereto, both of which are incorporated herein and made a part hereof.

This annexation shall be effective upon the filing for record of this Amendment.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 24 day of April, 1992.

DALLAS DOWNS, L.P.
A Tennessee Limited Partnership

By: Dallas Development Corporation
General Partner

By: Joseph H. Holliday, Jr.
President
Dallas Development Corporation

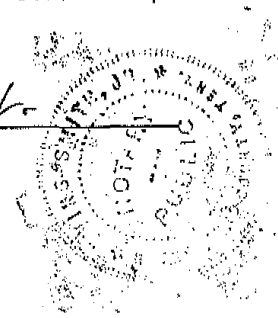
STATE OF TENNESSEE)
COUNTY OF Rutherford

Before me Eric Smith, Jr., a Notary Public in and for the County and State aforesaid, personally appeared Joseph H. Holliday, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the President of Dallas Development Corporation, the General Partner of Dallas Downs, L.P., a Tennessee Limited Partnership, the within named bargainor, and being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the General Partner, by himself as the President of the said General Partner of Dallas Downs, L.P.

WITNESS my hand and seal at office in Nashville, Tennessee, this 24 day of April, 1992.

[Signature]
Notary Public

My Commission Expires:
2 April 1996.



Begin at an iron pin in the south right of way of Dallas Boulevard at the northwest corner of Lot 86 as shown on the recorded plat of Section 9 of Dallas Down P.U.D. of record in Plat Book 15, page 4, ROWC, Tennessee; thence with the south R/W of said Dallas Boulevard and a curve to the left having a radius of 699.75 feet, a length of 589.31 a chord of S 71° 01' 09" W, 572.05 feet; thence with the following new lines, S 51° 50' 00" E, 299.05 feet; thence, S 00° 50' 00" E, 220.00 feet; thence S 39° 40' 00" W, 464.64 feet; thence N 50° 20' 00" W (crossing the proposed Winder Drive at 135.00 feet) 175.00 feet; thence with the west R/W of said street N 39° 40' 00" E, 37.09 feet; thence leaving said proposed Road with the following new line, N 50° 20' 00" W, 115.00 feet; thence S 50° 17' 10" W, 78.65 feet; thence N 24° 10' 09" W, 61.84 feet; thence N 49° 57' 13" W, 269.68 feet; thence N 44° 18' 30" E, 318.91 feet; thence N 33° 08' 25" W, 140.21 feet to a point in the east R/W of proposed Winder Circle; thence, crossing said proposed street N 46° 00' 22" W, 40.00 feet; thence with the west R/W of said proposed Winder Circle and a curve to the right having a radius of 140.00 feet, a length of 16.21 feet, a chord of N 47° 18' 38" E, 16.20 feet; thence leaving said proposed street N 39° 22' 23" W, 162.02 feet to a point in the east R/W of Mack Hatcher Parkway; thence with said R/W N 43° 49' 38" E, 251.28 feet; thence leaving said R/W S 44° 49' 52" E, 423.68 feet to a point in the north R/W of the proposed Dallas Boulevard; thence with said Boulevard and a curve to the right having a radius of 749.75 feet, a length of 659.14 feet, a chord of N 70° 21' 17" E, 638.12 feet; thence continue with a curve to the right having a radius of 427.50 feet, a length of 4.81 feet to a point in the north R/W of said Boulevard at the southwest corner of Lot 57 as shown on the recorded plat of Section 5 of Dallas Downs P.U.D. of record in Book 13, page 67; thence S 16° 27' 00" W, 50.91 feet crossing said Dallas Boulevard to the point of beginning.

Being a part of the same property conveyed to Dallas Downs, L.P., a limited partnership, by deed from Sarah Polk Dallas of record in Book 817, page 744, Register's Office of Williamson County, Tennessee.

State of Tennessee, County of WILLIAMSON
 Received for record the 26 day of
 JUNE 1992 at 10:28 AM. (NECH 17532)
 Recorded in official records
 Book 987 Page 714-716
 Notebook 49 Page 363
 State Tax \$.00 Clerks Fee \$.00,
 Recording \$ 12.00, Total \$ 12.00,
 Register of Deeds SADIE WANE
 Deputy Register BETH LYNCH

Prepared by:
maul J. Clarence Evans, Atty.
P.O. Box 3047
Nashville, TN 37219-0047

**EIGHTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR DALLAS DOWNS, L.P.
ANNEXATION OF SECTION NINETEEN**

WHEREAS, Dallas Downs, L.P., a Tennessee limited partnership, ("Declarant"), did on October 27, 1989, cause to be executed and put to record at Book 817, Pages 748 through 801, in the Register's Office of Williamson County, Tennessee, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DALLAS DOWNS; and

WHEREAS, it did also put to record the FIRST, SECOND, THIRD AND FOURTH AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DALLAS DOWNS, L.P.; at Book 821, Page 486, Book 877, Page 367, Book 901, Page 561, and Book 910, Page 526, respectively; the SUPPLEMENT TO FOURTH AMENDMENT recorded at Book 119, Page 451, and also a FIFTH AMENDMENT, recorded at Book 0919, Page 453, Register's Office of Williamson County; and a SIXTH AMENDMENT recorded at Book 0929, Page 413, Register's Office of Williamson County; and also a SEVENTH AMENDMENT recorded at Book 0987, Page 714, Register's Office of Williamson County; and

WHEREAS, Declarant has the unilateral right under Article VIII, Section 1 of the aforesaid Declaration, to subject to the provisions of the aforesaid Declaration, and the jurisdiction of the Association additional portions of the real property described in the Exhibit B to the aforesaid Declaration; and

WHEREAS, it now appears desirable to amend the aforesaid Declaration to subject to the provisions of the aforesaid Declaration as previously amended and to the jurisdiction of the Association, Section 19 of Dallas Downs, P.U.D., as recorded on the Plat of Dallas Downs, P.U.D. Section 19, of record in Plat Book 16 at Page 143, Register's Office of Williamson County;

NOW, THEREFORE, the Declarant, Dallas Downs, L.P., does hereby subject to the provisions of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DALLAS DOWNS, recorded at Book 817, Pages 748 through 801, Register's Office of Williamson County, Tennessee, as previously amended, and does now subject to the jurisdiction of the Association, as defined in the aforesaid Declaration, the real property included within Section 19 of Dallas Downs, P.U.D., which is of record in Plat Book 16, Page 143, Register's Office of Williamson County, Tennessee, and which is described in Exhibit A hereto, which is incorporated herein and made a part hereof.

This annexation shall be effective upon the filing for record of this Amendment.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 18th day of September, 1992.

DALLAS DOWNS, L.P.
A Tennessee Limited Partnership

By: Dallas Development Corporation
General Partner

Dallas Development Corporation

STATE OF TENNESSEE

COUNTY OF Davidson

Before me Joseph H. Holliday, Jr, a Notary Public in and for the County and State aforesaid, personally appeared Joseph H. Holliday, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the President of Dallas Development Corporation, the General Partner of Dallas Downs, L.P., a Tennessee Limited Partnership, the within named bargainer, and being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the General Partner, by himself as the President of the said General Partner of Dallas Downs, L.P.

WITNESS my hand and seal at office in Nashville,
this 18 day of September, 1992.

My Commission Expires:
My CO i in Expires Nov. 21, 1992

10900ka.001

BOOK 1010 PAGE 110

LEGAL DESCRIPTION OF SECTION NINETEEN OF DALLAS DOWNS P.U.D.
LOCATED IN THE TENTH CIVIL DISTRICT OF WILLIAMSON COUNTY,
TENNESSEE, CONTAINING 3.39 ACRES.

BEGINNING AT THE NORTH R/W OF DALLAS BOULEVARD AND THE NORTH EAST
CORNER OF LOT 288 AS SHOWN ON THE RECORDED PLAT OF SECTION
EIGHTEEN OF DALLAS DOWNS P.U.D. OF RECORD IN PLAT BOOK 16 PAGE
93; THENCE WITH REAR LINE OF LOTS 288, 287, 286, AND 285 OF SECTION
EIGHTEEN N44°49'52"W 423.68 FEET TO AN IRON PIN AT THE REAR
COMMON CORNER OF LOTS 284, 286, AND 292; THENCE WITH THE SOUTH R/W
OF THE MACK HATCHER MEMORIAL PARKWAY N43°59'38"E 40.00 FEET TO
A CONCRETE MONUMENT; THENCE CONTINUING WITH THE SOUTH R/W OF MACK
HATCHER PARKWAY N47°56'40"E 339.21 FEET TO A IRON PIN IN THE
REAR CORNER OF LOT 294; THENCE WITH THE LINE COMMON TO THE REAR
OF LOTS 294, 295, 296, 297, AND 298 AND THE COMMON OPEN SPACE
S34°04'32"E 474.85 FEET TO A CONCRETE MONUMENT IN THE NORTH R/W
OF DALLAS BOULEVARD AND THE REAR CORNER OF LOT 298; THENCE WITH
THE NORTH R/W OF DALLAS BOULEVARD AND A CURVE TO THE LEFT HAVING
A RADIUS OF 749.75 FEET, A LENGTH OF 297.97 FEET, A CHORD OF
S56°33'16"W 296.01 FEET TO THE POINT OF BEGINNING.

State of Tennessee, County of WILLIAMSON
Received for record the 18 day of
SEPTEMBER 1992 at 2:44 PM. (RECH 26197)
Recorded in official records
Book 1010 Page 108-110
Notebook 50 Page 85
State Tax \$.00 Clerks Fee \$.00
Recording \$ 12.00, Total \$ 12.00
Register of Deeds SADIE WADE
Deputy Register DARLENE ELEY

A TO EIGHTH AMENDMENT

Prepared by:
me J. Clarence Evans, Atty.
 P.O. Box 3047
 Nashville, TN 37219-0047

**NINTH AMENDMENT TO
 DECLARATION OF COVENANTS, CONDITIONS
 AND RESTRICTIONS FOR DALLAS DOWNS, L.P.
 ANNEXATION OF SECTION TWENTY**

WHEREAS, Dallas Downs, L.P., a Tennessee limited partnership, ("Declarant"), did on October 27, 1989, cause to be executed and put to record at Book 817, Pages 748 through 801, in the Register's Office of Williamson County, Tennessee, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DALLAS DOWNS; and

WHEREAS, it did also put to record the FIRST, SECOND, THIRD AND FOURTH AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DALLAS DOWNS, L.P.; at Book 821, Page 486, Book 877, Page 367, Book 901, Page 561, and Book 910, Page 526, respectively; the SUPPLEMENT TO FOURTH AMENDMENT recorded at Book 119, Page 451, and also a FIFTH AMENDMENT, recorded at Book 0919, Page 453, Register's Office of Williamson County; and a SIXTH AMENDMENT recorded at Book 0929, Page 413, Register's Office of Williamson County; and also a SEVENTH AMENDMENT recorded at Book 0987, Page 714, Register's Office of Williamson County; and also an EIGHTH AMENDMENT recorded at Book 16, Page 149, Register's Office of Williamson County; and

WHEREAS, Declarant has the unilateral right under Article VIII, Section 1 of the aforesaid Declaration, to subject to the provisions of the aforesaid Declaration, and the jurisdiction of the Association additional portions of the real property described in the Exhibit B to the aforesaid Declaration; and

WHEREAS, it now appears desirable to amend the aforesaid Declaration to subject to the provisions of the aforesaid Declaration as previously amended and to the jurisdiction of the Association, Section 20 of Dallas Downs, P.U.D., as recorded on the Plat of Dallas Downs, P.U.D. Section 20, of record in Plat Book 16 at Page 149, Register's Office of Williamson County;

NOW, THEREFORE, the Declarant, Dallas Downs, L.P., does hereby subject to the provisions of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DALLAS DOWNS, recorded at Book 817, Pages 748 through 801, Register's Office of Williamson County, Tennessee, as previously amended, and does now subject to the jurisdiction of the Association, as defined in the aforesaid Declaration, the real property included within Section 20 of Dallas Downs, P.U.D., which is of record in Plat Book 16, Page 149, Register's Office of Williamson County, Tennessee, and which is described in Exhibit A hereto, which is incorporated herein and made a part hereof.

This annexation shall be effective upon the filing for record of this Amendment.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 25th day of September, 1992.

DALLAS DOWNS, L.P.
A Tennessee Limited Partnership

By: Dallas Development Corporation
General Partner

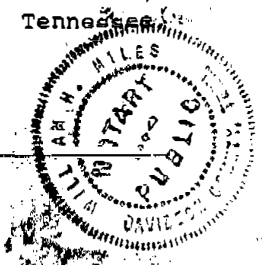
By: [Signature]
Secretary of
Dallas Development Corporation

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Before me William H. Miles, a Notary Public in and for the County and State aforesaid, personally appeared J. M. Franks II, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Secretary of Dallas Development Corporation, the General Partner of Dallas Downs, L.P., a Tennessee Limited Partnership, the within named bargainer, and being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the General Partner, by himself as the President of the said General Partner of Dallas Downs, L.P.

WITNESS my hand and seal at office in Nashville, Tennessee, this 25 day of September, 1992.

William H. Miles
Notary Public



My Commission Expires:
November 21, 1992

LEGAL DESCRIPTION OF SECTION TWENTY OF DALLAS DOWNS P.U.D. LOCATED IN THE TENTH CIVIL DISTRICT OF WILLIAMSON COUNTY, TENNESSEE, CONTAINING 8.36 ACRES.

BEGINNING AT A CONCRETE MONUMENT IN THE EAST R/W OF WINDER DRIVE AT THE SOUTHWEST CORNER OF LOT 241 AS SHOWN ON THE RECORDED PLAT OF SECTION EIGHTEEN OF DALLAS DOWNS P.U.D. OF RECORD IN PLAT BOOK 10 PAGE 93 ; THENCE WITH THE SOUTH LINE OF LOT 241 S50°20'00"E 135.00 FEET TO AN IRON PIN AT THE SOUTHEAST CORNER OF LOT 241; THENCE WITH THE REAR LINE OF LOTS 242, 243, AND 244 S39°40'00"W 250.36 FEET TO AN IRON PIN IN THE REAR OF LOT 244; THENCE WITH THE REAR LINE OF LOT 244, 245, 246, 248, AND 249 S43°47'19"W 293.80 FEET TO AN IRON PIN IN THE SOUTHEAST CORNER OF LOT 249; THENCE WITH THE SULLIVAN'S NORTH LINE N84°12'44"W 258.02 FEET TO AN IRON PIN IN THE REAR OF LOT 250; THENCE WITH CONTINUING WITH THE NORTH LINE OF THE SULLIVAN PROPERTY N84°38'42"W 287.91 FEET TO AN IRON PIN IN THE SOUTH WESTERN CORNER OF LOT 254; THENCE WITH THE WESTERN LINE OF LOT 254 N06°21'18"E 135.00 FEET TO A CONCRETE MONUMENT IN THE SOUTHERN R/W OF LINK DRIVE; THENCE N13°40'41"E 40.43 FEET TO A CONCRETE MONUMENT IN THE NORTHERN R/W OF LINK DRIVE; THENCE WITH THE WESTERN LINE OF LOT 330 N03°54'50"W 81.31 FEET TO AN IRON PIN AT THE REAR COMMON CORNER OF LOT 330 AND 329; THENCE WITH THE REAR LINE OF LOT 329 N22°07'29"W 73.17 FEET TO AN IRON PIN IN THE REAR OF LOT 329; THENCE WITH THE REAR LINE OF LOT 329 AND 328 N36°06'32"E 123.85 FEET TO AN IRON PIN IN THE REAR OF LOT 328; THENCE WITH THE REAR LINE OF LOT 328 N49°27'14"E 35.90 FEET TO AN IRON PIN IN THE REAR OF LOT 328; THENCE WITH THE REAR OF LOTS 328 AND 327 N61°00'51"E 74.57 FEET TO AN IRON PIN IN THE REAR LINE OF LOT 327; THENCE WITH THE REAR LINE OF LOTS 327 AND 326 S46°00'22"E 220.00 FEET TO AN IRON PIN AT THE REAR COMMON CORNER OF LOTS 326 AND 327; THENCE WITH THE REAR LINE OF LOTS 322 AND 321 N62°28'55"E 110.64 FEET TO AN IRON PIN AT THE REAR COMMON CORNER OF LOT 321 AND 320; THENCE WITH THE REAR LINE OF LOTS 320, 319, AND 318 N59°53'40"E 208.88 FEET TO AN IRON PIN AT THE REAR COMMON CORNER OF LOTS 318 AND 317; THENCE WITH THE REAR OF LOT 317 N50°17'10"E 78.65 FEET TO AN IRON PIN IN THE NORTHWEST CORNER OF LOT 317; THENCE WITH COMMON LINE BETWEEN LOT 318 OF SECTION EIGHTEEN AND LOT 317 OF SECTION TWENTY S50°20'00"E 115.00 FEET TO A CONCRETE MONUMENT IN THE WEST R/W OF WINDER DRIVE; THENCE WITH THE WEST R/W OF WINDER DRIVE S39°40'00"W 37.08 FEET TO A POINT IN SAID WEST R/W; THENCE CROSSING SAID WINDER DRIVE S50°20'00"E 40.00 FEET TO THE POINT OF BEGINNING.

Exhibit A to Ninth Amendment
to
Declaration

Notebook 50 Page 100
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 12.00, Total \$ 12.00,
Register of Deeds SADIE WADE
Deputy Register DARLENE ELEY

State of Tennessee, County of WILLIAMSON
Received for record the 25 day of
SEPTEMBER 1992 at 2:34 PM. (REC# 26925)
Recorded in official records
Book 1012 Page 76- 78

Prepared by and Mail to:
J. Clarence Evans, Atty.
P.O. Box 190627
Nashville, TN 37219-0627

**TENTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR DALLAS DOWNS, L.P.
ANNEXATION OF SECTION TWENTY-ONE**

WHEREAS, Dallas Downs, L.P., a Tennessee limited partnership, ("Declarant"), did on October 27, 1989, cause to be executed and put to record at Book 817, Pages 748 through 801, in the Register's Office of Williamson County, Tennessee, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DALLAS DOWNS; and

WHEREAS, it did also put to record the FIRST, SECOND, THIRD AND FOURTH AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DALLAS DOWNS, L.P.; at Book 821, Page 486, Book 877, Page 367, Book 901, Page 561, and Book 910, Page 526, respectively; the SUPPLEMENT TO FOURTH AMENDMENT recorded at Book 119, Page 451, and also a FIFTH AMENDMENT, recorded at Book 0919, Page 453; and a SIXTH AMENDMENT recorded at Book 0929, Page 413; and also a SEVENTH AMENDMENT recorded at Book 0987, Page 714; and also an EIGHTH AMENDMENT recorded at Book 1010, Page 109; and also a NINTH AMENDMENT recorded at Book 1012, Page 76; all in the Register's Office of Williamson County; and

WHEREAS, Declarant has the unilateral right under Article VIII, Section 1 of the aforesaid Declaration, to subject to the provisions of the aforesaid Declaration, and the jurisdiction of the Association additional portions of the real property described in the Exhibit B to the aforesaid Declaration; and

WHEREAS, it now appears desirable to amend the aforesaid Declaration to subject to the provisions of the aforesaid Declaration as previously amended and to the jurisdiction of the Association, Section 21 of Dallas Downs, P.U.D., as recorded on the Plat of Dallas Downs, P.U.D. Section 21, of record in Plat Book 18 at Page 8, Register's Office of Williamson County;

NOW, THEREFORE, the Declarant, Dallas Downs, L.P., does hereby subject to the provisions of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DALLAS DOWNS, recorded at Book 817, Pages 748 through 801, Register's Office of Williamson County, Tennessee, as previously amended, and does now subject to the jurisdiction of the Association, as defined in the aforesaid Declaration, the real property included within Section 21 of Dallas Downs, P.U.D., which is of record in Plat Book 18, Page 8, Register's Office of Williamson County, Tennessee, and which is described in Exhibit A hereto, which is incorporated herein and made a part hereof.

This annexation shall be effective upon the filing for record of this Amendment.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 24th day of Feb, 1993.

DALLAS DOWNS, L.P.
A Tennessee Limited Partnership

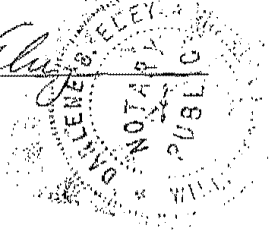
By: Dallas Development Corporation
General Partner

By: [Signature] see
J. N. Franks, III
Secretary
Dallas Development Corporation

STATE OF TENNESSEE)
COUNTY OF Williamson)

Before me [Signature], a Notary Public in and for the County and State aforesaid, personally appeared J. N. Frank, III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Secretary of Dallas Development Corporation, the General Partner of Dallas Downs, L.P., a Tennessee Limited Partnership, the within named bargainor, and being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the General Partner, by himself as the Secretary of the said General Partner of Dallas Downs, L.P.

WITNESS my hand and seal at office in Nashville, Tennessee, this 24th day of February, 1993.

[Signature]
Notary Public


My Commission Expires:
9-20-94

Exhibit A to 10th Amendment.

BK 1052 PG 116

Legal description of a 8.047 acre parcel known as Section Twenty-One (21) of Dallas Downs PUD located in the 10th civil district of Williamson County, Tennessee.

BEGINNING AT A POINT IN THE SOUTH R/W OF LINK DRIVE AT THE NORTH-WEST CORNER OF LOT 254 AS SHOWN ON THE RECORDED PLAT OF SECTION EIGHTEEN (18) OF DALLAS DOWNS PUD OF RECORD IN PLAT BOOK 116 PAGE 93, R.O.W.C., TN. THENCE LEAVING SAID LINK DRIVE AND WITH THE COMMON WEST LINE OF SAID LOT 254 S05°21'18"W 135.00 FEET TO A IRON PIN AT THE SOUTHWEST CORNER OF SAID LOT IN THE NORTH LINE OF SULLIVAN; THENCE WITH SULLIVAN'S NORTH LINE AND A FENCE N84°38'42"W 763.29 FEET TO A IRON PIN IN THE SOUTH R/W OF MACK HATCHER MEMORIAL BY-PASS; THENCE WITH SAID R/W N46°20'01"E 1,026.78 FEET TO A R/W MONUMENT; THENCE CONTINUE N43°59'38"E 11.17 FEET TO A IRON PIN; THENCE LEAVING SAID R/W AND WITH THE FOLLOWING LINES S46°00'22"E 160.00 FEET TO A POINT; THENCE S43°59'38"W 14.44 FEET; THENCE S44°50'10"E 40.01 FEET; THENCE S43°59'38"W 10.58 FEET; THENCE S46°00'22"E 90.00 FEET; THENCE S18°45'28"E 63.34 FEET TO A IRON PIN AT THE NORTHWEST CORNER OF LOT 327 OF SECTION 18; THENCE WITH THE REAR LINE OF LOT 327 AND 328 S61°00'51"W 128.30 FEET TO A IRON PIN; THENCE WITH THE REAR LINE OF LOT 328 S49°27'14"W 35.90 FEET TO A IRON PIN; THENCE WITH THE REAR LINES OF LOTS 328 & 329 S36°06'32"W 123.95 FEET TO A IRON PIN; THENCE WITH THE REAR LINE OF LOT 329 S22°07'29"E 73.17 FEET TO A IRON PIN AT THE COMMON REAR CORNER OF LOT 329 & 330; THENCE WITH THE REAR LINE OF LOT 330 S03°54'50"E 81.31 FEET TO A IRON PIN IN THE NORTH R/W OF LINK DRIVE; THENCE CROSSING SAID R/W S13°40'42"W 40.43 FEET TO THE POINT OF BEGINNING.

Being a part of the same property conveyed to Dallas Downs L.P., a limited partnership, by Deed from Sarah Polk Dallas, of record in Book 817, Page 744, Register Office of Williamson County, Tennessee.

Exhibit A to 10th Amendment.

State of Tennessee, County of WILLIAMSON
Received for record the 24 day of
FEBRUARY 1993 at 10:48 AM. (RECN 42873)
Recorded in official records
Book 1052 Page 114-116
Notebook 50 Page 429
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 12.00, Total \$ 12.00.
Register of Deeds SADIE WADE
Deputy Register DARLENE ELEY

Mail
Prepared by and Mail to:
J. Clarence Evans, Atty.
P.O. Box 190627
Nashville, TN 37219-0627

**ELEVENTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR DALLAS DOWNS, L.P.
ANNEXATION OF SECTION TWENTY-TWO**

WHEREAS, Dallas Downs, L.P., a Tennessee limited partnership, ("Declarant"), did on October 27, 1989, cause to be executed and put to record at Book 817, Pages 748 through 801, in the Register's Office of Williamson County, Tennessee, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DALLAS DOWNS; and

WHEREAS, it did also put to record the FIRST, SECOND, THIRD AND FOURTH AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DALLAS DOWNS, L.P.; at Book 821, Page 486, Book 877, Page 367, Book 901, Page 561, and Book 910, Page 526, respectively; the SUPPLEMENT TO FOURTH AMENDMENT recorded at Book 119, Page 451, and also a FIFTH AMENDMENT, recorded at Book 0919, Page 453; and a SIXTH AMENDMENT recorded at Book 0929, Page 413; and also a SEVENTH AMENDMENT recorded at Book 0987, Page 714; and also an EIGHTH AMENDMENT recorded at Book 1010, Page 109; and also a NINTH AMENDMENT recorded at Book 1012, Page 76; and also a TENTH AMENDMENT recorded at Book 1052, Page 114; all in the Register's Office of Williamson County; and

WHEREAS, Declarant has the unilateral right under Article VIII, Section 1 of the aforesaid Declaration, to subject to the provisions of the aforesaid Declaration, and the jurisdiction of the Association additional portions of the real property described in the Exhibit B to the aforesaid Declaration; and

WHEREAS, it now appears desirable to amend the aforesaid Declaration to subject to the provisions of the aforesaid Declaration as previously amended and to the jurisdiction of the Association, Section 22 of Dallas Downs, P.U.D., as recorded on the Plat of Dallas Downs, P.U.D. Section 22, of record in Plat Book 18 at Page 59, Register's Office of Williamson County;

NOW, THEREFORE, the Declarant, Dallas Downs, L.P., does hereby subject to the provisions of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DALLAS DOWNS, recorded at Book 817, Pages 748 through 801, Register's Office of Williamson County, Tennessee, as previously amended, and does now subject to the jurisdiction of the Association, as defined in the aforesaid Declaration, the real property included within Section 22 of Dallas Downs, P.U.D., which is of record in Plat Book 18, Page 59, Register's Office of Williamson County, Tennessee, and which is described in Exhibit A hereto, which is incorporated herein and made a part hereof.

This annexation shall be effective upon the filing for record of this Amendment.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 24th day of May, 1993.

DALLAS DOWNS, L.P.
A Tennessee Limited Partnership

By: Dallas Development Corporation
General Partner

By: [Signature]
J. N. Franks, III
Secretary
Dallas Development Corporation

STATE OF TENNESSEE)
COUNTY OF Williamson

Before me Pamela B. Stevens , a Notary Public in and for the County and State aforesaid, personally appeared J. N. Franks III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Secretary of Dallas Development Corporation, the General Partner of Dallas Downs, L.P., a Tennessee Limited Partnership, the within named bargainer, and being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the General Partner, by himself as the Secretary of the said General Partner of Dallas Downs, L.P.

WITNESS my hand and seal at office in Nashville, Tennessee, this 24 day of May, 1993.

Pamela B. Stevens
Notary Public

My Commission Expires:
 2/26/94

109000ca.006



Exhibit A ^{11th} Amendment.

Legal description of a 7.00 acre parcel known as Section Twenty-Two (22) of Dallas Downs PUD, located in the 10th Civil District of Williamson County, Tennessee.

BEGINNING AT A IRON PIN IN THE SOUTH R/W OF WINDER CIRCLE AT THE NORTHWEST CORNER OF LOT 299 AS SHOWN ON THE RECORDED FINAL PLAT OF SECTION EIGHTEEN (18) OF DALLAS DOWNS PUD OR RECORD IN PLAT BOOK _____, PAGE _____ R.O.W.C., TN; THENCE LEAVING SAID R/W AND WITH THE COMMON LINE TO LOT 299 S33°08'25"E 140.21 FEET TO A IRON PIN; THENCE CONTINUE WITH A LINE COMMON TO SECTION 18 S44°18'30"W 318.91 FEET TO A IRON PIN; THENCE CONTINUE S49°57'13"E 269.68 FEET TO A IRON PIN; THENCE CONTINUE S24°10'09"E 61.84 FEET TO A IRON PIN; THENCE WITH A LINE COMMON TO SECTION 20 OF DALLAS DOWNS PUD OF RECORD IN PLAT BOOK _____, PAGE _____ R.O.W.C., TN. S59°53'40"W 208.68 FEET TO A IRON PIN; THENCE CONTINUE S62°28'55"W 119.54 FEET TO A IRON PIN; THENCE CONTINUE N46°00'22"W 220.00 FEET TO A IRON PIN; THENCE WITH A LINE COMMON TO SECTION 21 OF DALLAS DOWNS PUD NOT YET RECORDED N18°45'28"W 63.34 FEET; THENCE N46°00'22"W 90.00 FEET; THENCE N43°59'38"E 10.58 FEET; THENCE N44°50'11"W 40.01 FEET; THENCE N43°59'37"E 14.44 FEET; THENCE N46°00'22"W 160.00 FEET TO A IRON PIN IN THE SOUTH R/W OF MACK HATCHER BY-PASS; THENCE WITH SAID R/W N43°59'38"E 648.69 FEET TO A IRON PIN; THENCE LEAVING SAID R/W AND WITH THE SOUTH LINE OF LOT 283 OF SECTION 18 OF DALLAS DOWNS PUD S39°22'23"E 162.02 FEET TO A IRON PIN IN THE NORTH R/W OF WINDER CIRCLE; THENCE WITH SAID R/W AND A CURVE TO THE LEFT HAVING A RADIUS OF 140.00 FEET, A LENGTH OF 16.21 FEET, A CHORD OF S47°18'37"W 16.20 FEET TO A IRON PIN; THENCE CROSSING WINDER CIRCLE S46°00'22"E 40.00 FEET TO THE POINT OF BEGINNING.

Being a part of the same property conveyed to Dallas Downs L.P., a limited partnership, by Deed from Sarah Polk Dallas, of record in Book 817, Page 744, Register Office of Williamson County, Tennessee.

Exhibit A to ^{11th} Amendment.

State of Tennessee, County of WILLIAMSON
Received for record the 24 day of
MAY 1993 at 2:10 PM. (REC# 52872)
Recorded in official records
Book 1077 Page 448-450
Notebook 51 Page 128
State Tax \$.00 Clerks Fee \$.00.
Recording \$ 12.00. Total \$ 12.00.
Register of Deeds SADIE WADE
Deputy Register DARLENE ELEY

Prepared by and Mail to:
J. Clarence Evans, Esquire
1810 First Union Tower
150 Fourth Avenue North
Nashville, TN 37219-2424

**TWELFTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR DALLAS DOWNS, L.P.
AMENDATION OF SECTION SIXTEEN**

WHEREAS, Dallas Downs, L.P., a Tennessee limited partnership, ("Declarant"), did on October 27, 1989, cause to be executed and put to record at Book 817, Pages 748 through 801, in the Register's Office of Williamson County, Tennessee, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DALLAS DOWNS; and

WHEREAS, it did also put to record the FIRST, SECOND, THIRD AND FOURTH AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DALLAS DOWNS, L.P.; at Book 821, Page 486, Book 877, Page 367, Book 901, Page 561, and Book 910, Page 526, respectively; the SUPPLEMENT TO FOURTH AMENDMENT recorded at Book 119, Page 451, and also a FIFTH AMENDMENT, recorded at Book 0919, Page 453; and a SIXTH AMENDMENT recorded at Book 0929, Page 413; and also a SEVENTH AMENDMENT recorded at Book 0987, Page 714; and also an EIGHTH AMENDMENT recorded at Book 1010, Page 109; and also a NINTH AMENDMENT recorded at Book 1012, Page 76; and also a TENTH AMENDMENT recorded at Book 1052, Page 114; and also an ELEVENTH AMENDMENT recorded at Book 1077, Page 448; all in the Register's Office of Williamson County; and

WHEREAS, Declarant has the unilateral right under Article VIII, Section 1 of the aforesaid Declaration, to subject to the provisions of the aforesaid Declaration, and the jurisdiction of the Association additional portions of the real property described in the Exhibit B to the aforesaid Declaration; and

WHEREAS, it now appears desirable to amend the aforesaid Declaration to subject to the provisions of the aforesaid Declaration as previously amended and to the jurisdiction of the Association, Section 16 of Dallas Downs, P.U.D., as recorded on the Plat of Dallas Downs, P.U.D. Section 16, of record in Plat Book 20 at Page 74, Register's Office of Williamson County;

NOW, THEREFORE, the Declarant, Dallas Downs, L.P., does hereby subject to the provisions of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DALLAS DOWNS, recorded at Book 817, Pages 748 through 801, Register's Office of Williamson County, Tennessee, as previously amended, and does now subject to the jurisdiction of the Association, as defined in the aforesaid Declaration, the real property included within Section 16 of Dallas

Downs, P.U.D., which is of record in Plat Book 20, Page 74, Register's Office of Williamson County, Tennessee, and which is described in Exhibit A hereto, which is incorporated herein and made a part hereof.

This annexation shall be effective upon the filing for record of this Amendment.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 2nd day of APRIL, 1994.

DALLAS DOWNS, L.P.
A Tennessee Limited Partnership

By: Dallas Development Corporation
General Partner

By: 

J. N. Franks, III
Secretary
Dallas Development Corporation

STATE OF TENNESSEE)
COUNTY OF RYAN)

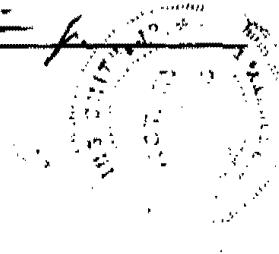
Before me CHING SAITH, JR., a Notary Public in and for the County and State aforesaid, personally appeared J. N. Franks, III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Secretary of Dallas Development Corporation, the General Partner of Dallas Downs, L.P., a Tennessee Limited Partnership, the within named bargainor, and being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the General Partner, by himself as the Secretary of the said General Partner of Dallas Downs, L.P.

WITNESS my hand and seal at office in MURFREESBORO, Tennessee, this 2nd day of APRIL, 1994.



Notary Public

My Commission Expires: 2 APRIL 1996



LEGAL DESCRIPTION OF A 10.75 ACRE PARCEL LOCATED IN THE 60TH CIVIL DISTRICT OF WILLIAMSON COUNTY, CITY OF FRANKLIN, TENNESSEE.

BEGIN AT A IRON PIN IN THE NORTH R/W OF DALLAS BOULEVARD, A 50' FT. R/W, AT THE SOUTHWEST CORNER OF LOT 57 AS SHOWN ON THE RECORDED PLAT OF SECTION 5 OF DALLAS DOWNS PUD SUBDIVISION; THENCE WITH THE NORTH R/W OF DALLAS BLVD. AND THE SOUTH LINE OF THE PARCEL BEING DESCRIBED, WITH A CURVE TO THE LEFT HAVING A RADIUS OF 427.50 FT. A LENGTH OF 4.81 FT. WITH A CHORD OF N84°08'07"W 4.81 FT.; THENCE CONTINUE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 749.75 FT. A LENGTH OF 306.03 FT. WITH A CHORD OF S83°50'50"W 303.91 FT.; THENCE WITH A LINE COMMON TO COMMON OPEN SPACE FOR DALLAS DOWNS PUD N16°27'01"E 361.79 FT. TO A POINT; THENCE CONTINUE N31°46'54"W 190.13 FT. TO A POINT; THENCE CONTINUE N59°46'16"E 56.38 FT. TO A POINT; THENCE CONTINUE N48°21'36"E 47.29 FT. TO A POINT; THENCE CONTINUE N19°19'18"E 48.67 FT. TO A POINT; THENCE CONTINUE N42°40'43"E 27.92 FT. TO A POINT; THENCE CONTINUE N42°55'41"E 64.21 FT. TO A POINT; THENCE N36°52'13"E 45.22 FT. TO A POINT; THENCE CONTINUE N19°56'03"E 26.87 FT. TO A POINT; THENCE CONTINUE N05°02'01"E 17.00 FT. TO A POINT; THENCE CONTINUE N17°24'26"W 38.88 FT. TO A POINT; THENCE CONTINUE N45°38'16"E 79.93 FT. TO A POINT; THENCE CONTINUE N58°28'02"E 318.42 FT. TO A POINT IN THE WEST COMMON LINE TO HUNTERS CHASE SUBDIVISION; THENCE WITH SAID COMMON LINE S45°19'00"E 224.83 FT. TO A IRON PIN; THENCE CONTINUE S40°21'58"E 230.00 FT. TO A IRON PIN; THENCE LEAVING SAID LINE AND WITH A NORTH COMMON LINE TO SECTION 5 OF DALLAS DOWNS PUD SUBDIVISION S46°19'00"W 752.21 FT. TO A IRON PIN; THENCE CONTINUE S16°27'01"W 229.70 FT. TO THE POINT OF BEGINNING.

Being a part of the same property conveyed to Dallas Downs L.P., a limited partnership, by Deed from Sarah Polk Dallas, of record in Book 817, Page 744, Registers Office of Williamson County, Tennessee.

State of Tennessee, County of WILLIAMSON
 Received for record the 02 day of
 SEPTEMBER 1994 at 11:25 AM. (REC# 110914)
 Recorded in official records
 Book 1228 Page 104-106
 Notebook 53 Page 314
 State Tax \$.00 Clerks Fee \$.00
 Recording \$ 12.00; Total \$ 12.00
 Register of Deeds SABIE WAGI
 Deputy Register BETH LYNCH

EXHIBIT A TO 15TH AMENDMENT

Prepared by:

James Clarence Evans
EVANS, JONES & REYNOLDS
1810 First Union Tower
150 Fourth Avenue North
Nashville, TN 37219-2424

**AMENDMENT THIRTEEN TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR DALLAS DOWNS**

WHEREAS the Declaration of Covenants, Conditions and Restrictions for Dallas Downs ("The Declaration") was recorded at Volume 817, Page 753, R.O.W.C., and its language was amended by the First Amendment to the said Declaration, recorded at Volume 821, Page 486, R.O.W.C., and whereas DALLAS DOWNS, L.P., THE DECLARANT therein, still owns property described in Exhibits A or B to the said Declaration as amended, and it appears that the Amendments to the Declaration stated herein will simplify voting in the election of directors of the Community Association, and other matters requiring an Association vote, and will provide for direct voting rather than voting through representation; and

WHEREAS it is desirable to encourage expeditious consideration by the Design Committee of all plans submitted to it; NOW THEREFORE

The Declarant hereby amends the Declaration, to become effective upon its execution, this Amendment 13 to the Declaration (Amendments 1-12 inclusive being annexations of additional tracts) as follows:

I.

Subsection 2(a), (captioned "Class "A") of Article III, is amended by deleting therefrom the following sentence:

"Unless otherwise specified in this Declaration or the By-Laws, the vote of each unit shall be exercised by the voting member, as defined in Article I, representing the Neighborhood of which the unit is a part."

II.

Subsection 3(a) (captioned "Neighborhoods") of Article III is amended by deleting therefrom the following language:

The senior elected officer of the Neighborhood Association or the Neighborhood Committee shall serve as the Voting Member for such Neighborhood and shall cast all votes attributable to Units in the Neighborhood on all Association matters requiring membership vote, unless otherwise specified in this Declaration or the By-Laws. The Voting Member may cast all votes as it, in its discretion, deems appropriate.

III.

All of the language of Subsection (b) (captioned "Electoral Districts") of Section 3 of Article III is deleted and the following is substituted therefor as Subsection (b):

Voting on all matters requiring an Association vote shall be direct with the entire membership having the right to participate therein in person or by proxy; each member shall have one vote for each unit owned, provided however that in any election of a director or directors of the Association, each member shall, for each unit owned, have as many votes as the number of directors to be elected; there shall be no cumulative voting, i.e., no member may cast for any one person any more votes than the number of units which that member owns.

Notebook 50 Page 418
State Tax \$.00 Clerks Fee \$.00.
Recording \$ 12.00. Total \$ 12.00.
Register of Deeds SADIE WADE
Deputy Register SHERRY ANDERSON

State of Tennessee, County of WILLIAMSON
Received for record the 26 day of
OCTOBER 1994 at 2:04 PM. (GREEN 115943)
Recorded in official records
Book 1240 Page 624- 626

IV.

The language of Section 3 (captioned "Review Process") of Article XI is amended by deleting from the last sentence of the second paragraph of Section 3 the word and number "forty-five (45)" and inserting in lieu thereof "ten (10)."

In the event of any conflict between any provision of this Amendment and any other provisions stated in the Declaration, as previously amended, or any provision of the By-Laws, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 25th day of October, 1994.

DALLAS DOWNS, L.P.,
A Tennessee Limited Partnership

BY: Dallas Development Corporation
General Partner

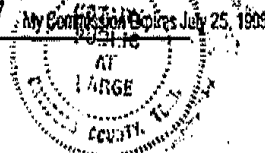
BY: Joseph H. Holliday, Jr.
Joseph H. Holliday, Jr. / President
Dallas Development Corporation

STATE OF TENNESSEE
COUNTY OF Williamson

Before me Scott Flick, a Notary Public in and for the County and State aforesaid, personally appeared Joseph H. Holliday, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the President of Dallas Development Corporation, the General Partner of Dallas Downs, L.P., a Tennessee Limited Partnership, the within named bargainer, and being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the General Partner, by himself as the President of the said General Partner of Dallas Down, L.P.

WITNESS my hand and seal at office in Brentwood, Tennessee, this 25 day of October, 1994.

Scott Flick
Notary Public



This instrument prepared by:

mail
Timothy L. Easter
Rogers & Easter
155 Franklin Road, Suite 200
Brentwood, TN 37027
(615) 377-7722

BK 1353 PG 521

FOURTEENTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR DALLAS DOWNS

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Dallas Downs ("the Declaration") was recorded at Volume 817, Page 748, Register's Office for Williamson County, Tennessee, and its language was amended by the First Amendment to the said Declaration, recorded at Volume 821, Page 486, Register's Office for Williamson County, Tennessee, and

WHEREAS, Dallas Downs, currently being governed by its elected Board of Directors pursuant to the By-Laws of Dallas Downs Community Association, Inc., and it appearing that the Amendment to the Declaration stated herein will further promote the purpose as stated in Article XI of the Declaration, to establish standards for building and maintaining a lifestyle in the Dallas Downs Planned Unit Development, which is consistent with and will complement the historical character of Franklin and to promote careful planning and enforcement of design, development and use standards with the design goals of the Declaration to insure orderly, attractive and lasting development, all of which will preserve and enhance the value of the property comprising the Dallas Downs Planned Unit Development;

NOW, THEREFORE, the Board of Directors, after the affirmative vote or written consent of voting members, pursuant to Article XII, Section 2, of the Declaration of Covenants, Conditions and Restrictions for Dallas Downs, hereby AMENDS the Declaration, to become effective upon its execution, this Fourteenth Amendment to the Declaration (Amendments Three through Twelve inclusive being Annexation of Additional Tracts; Amendment Thirteen being simplifying voting in the election of Directors and other matters requiring Association vote) as follows:

"4.9 of Article XI is amended by deleting the entire subsection and adding the following:

No exterior antennas, common aerials, satellite dishes or other apparatus for the transmission of television, radio or other signals of any kind shall be placed, allowed or maintained upon any portion of the Property, including any unit, without the prior written consent of the DC. All satellite dishes must be eighteen inches or less in diameter and shall be located so as to be concealed from view of neighboring units, streets and property located adjacent to the unit. All screening for same must be approved by the DC. The Association shall have the right, without obligation, to erect an aerial, satellite dish or other apparatus for a master antenna or cable system for the benefit of all or a portion of the residents should any such master system or systems be utilized by the Association or its members and require any such exterior apparatus."

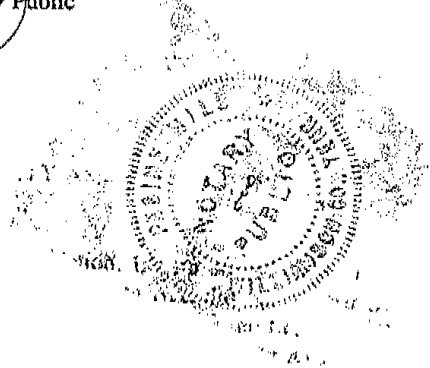
IN WITNESS WHEREOF, the undersigned, being the President of the Dallas Downs Community Association, Inc., has hereunto set its hand this 20th of November, 1995.

By: [Signature]
President, Dallas Downs
Community Association, Inc.

Subscribed and sworn to before me this 17th day of December, 1995.

[Signature]
Notary Public

My Commission Expires: Dec 10, 1996



State of Tennessee, County of WILLIAMSON
Received for record the 19 day of
DECEMBER 1995 at 11:51 AM. (RECH 160102)
Recorded in official records
Book 1353 Page 521- 522
Notebook 55 Page 321
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 0.00, Total \$ 0.00,
Register of Deeds SADIE WADE
Deputy Register SHERRY ANDERSON

Prepared by and Mailed to:
HALE & HALE, ATTORNEYS
312 First Tennessee Bank Building
Franklin, TN.37064

BK 1393 PG 963

**FIFTEENTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR DALLAS DOWNS, L.P.
ANNEXATION OF SECTION TWO**

WHEREAS, Dallas Downs, L.P., a Tennessee limited partnership, ("Declarant"), did on October 27, 1989, cause to be executed and put to record at Book 817, pages 748 through 801, in the Register's Office of Williamson County, Tennessee, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DALLAS DOWNS; and

WHEREAS, it did also put to record the FIRST, SECOND, THIRD AND FOURTH AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DALLAS DOWNS, L.P.; at Book 821, Page 486, Book 877, Page 367, Book 901, Page 561, and Book 910, Page 526, respectively; the SUPPLEMENT TO FOURTH AMENDMENT recorded at Book 919, Page 451, and also a FIFTH AMENDMENT, recorded at Book 919, Page 453; and a SIXTH AMENDMENT recorded at Book 929, Page 413; and also a SEVENTH AMENDMENT recorded at Book 987, Page 714; and also an EIGHTH AMENDMENT recorded at Book 1010, Page 109; and also a NINTH AMENDMENT recorded at Book 1012, Page 76; and also a TENTH AMENDMENT recorded at Book 1052, Page 114; and also an ELEVENTH AMENDMENT recorded at Book 1077, Page 448; and also a TWELFTH AMENDMENT recorded at Book 1228, Page 104; and also a THIRTEENTH AMENDMENT recorded at Book 1240, Page 624; and also a FOURTEENTH AMENDMENT recorded at Book 1353, Page 521; all in the Register's Office of Williamson County; and

WHEREAS, Declarant has the unilateral right under Article VIII, Section 1 of the aforesaid Declaration, to subject to the provisions of the aforesaid Declaration, and the jurisdiction of the Association additional portions of the real property described in the Exhibit B to the aforesaid Declaration; and

WHEREAS, it now appears desirable to amend the aforesaid Declaration to subject to the provisions of the aforesaid Declaration as previously amended and to the jurisdiction of the Association, Section 2 of Dallas Downs, P.U.D., as recorded on the Plat of Dallas Downs, P.U.D. Section 2, of record in Plat Book 22 at Page 39-139, Register's Office of Williamson County;

NOW, THEREFORE, the Declarant, Dallas Downs, L.P., does hereby subject to the provisions of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DALLAS DOWNS, recorded at Book 817, Pages 748 through 801, Register's Office of Williamson County.

Tennessee, as previously amended, and does now subject to the jurisdiction of the Association, as defined in the aforesaid Declaration, the real property included within Section 2 of Dallas Downs, P.U.D., which is of record in Plat Book 22, page 139-139 Register's Office of Williamson County, Tennessee, and which is described in Exhibit A hereto, which is incorporated herein and made a part hereof.

This annexation shall be effective upon the filing for record of this Amendment.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 23rd day of April, 1996.

DALLAS DOWNS, L.P.
A Tennessee Limited Partnership

By: Dallas Development Corporation
General Partner

By: [Signature]
J.N. Franks, III
Secretary
Dallas Development Corporation

STATE OF TENNESSEE
COUNTY OF Williamson

Before me Mary Lane Everett, a Notary Public in and for the County and State aforesaid, personally appeared J.N. Franks, III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Secretary of Dallas Development Corporation, the General Partner of Dallas Downs, L.P., a Tennessee Limited Partnership, the within named bargainor, and being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the General Partner, by himself as the Secretary of the said General Partner of Dallas Downs, L.P.

WITNESS my hand and seal at office in Franklin Tennessee, this 23rd day of April, 1996.

Mary Lane Everett
Notary Public

My Commission Expires: 1/24/2000

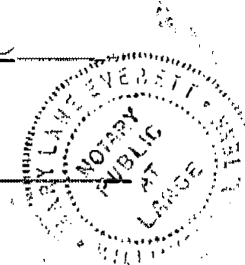


EXHIBIT A TO 15TH AMENDMENT

LEGAL DESCRIPTION OF A 8.27 ACRE PARCEL KNOWN AS DALLAS DOWNS SECTION TWO, LOCATED IN THE 10TH CIVIL DISTRICT OF WILLIAMSON COUNTY, TENNESSEE.

BEGIN AT A IRON PIN IN THE SOUTH R/W OF DALLAS BLVD., SAID PIN BEING THE NORTHEAST CORNER OF SECTION ONE OF DALLAS DOWNS OF RECORD IN PLAT BOOK 15, PAGE 8, R.O.W.C., TN; THENCE WITH THE EAST LINE OF SAID SECTION ONE THE FOLLOWING TWO CALLS S06°00'22"E 399.57 FEET TO A IRON PIN; THENCE CONTINUE S02°51'34"W 397.00 FEET TO A IRON PIN IN THE NORTH BOUNDARY LINE OF GILBERT SULLIVAN ET UX PROPERTY OF RECORD IN BK 133, PG 292; THENCE WITH THE NORTH LINE OF SAME S83°54'43"E 380.00 FEET TO A POINT IN THE WEST R/W OF LEWISBURG AVENUE; THENCE WITH SAID R/W 42 FEET WEST OF THE CENTERLINE OF SAME N02°51'34"E 259.04 FEET TO A IRON PIN; THENCE CONTINUE N04°43'35"E 202.50 FEET TO A IRON PIN; THENCE N06°35'38"E 405.65 FEET TO A IRON PIN AT THE END OF A RADIUS RETURN FROM DALLAS BLVD. TO LEWISBURG AVENUE (U.S. 431); THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, A LENGTH OF 47.12 FEET, A CHORD OF N38°24'22"W 42.43 FEET TO A IRON PIN; THENCE WITH THE SOUTH R/W OF DALLAS BLVD. N83°24'23"W 70.00 FEET TO A IRON PIN; THENCE CONTINUE N17°25'47"W 16.42 FEET TO A IRON PIN; THENCE CONTINUE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 569.37 FEET, A LENGTH OF 352.33 FEET, A CHORD OF S78°51'59"W 346.73 FEET TO A IRON PIN; THENCE S61°08'23"W 40.00 FEET TO THE BEGINNING.

Being a part of the same property conveyed to Dallas Downs L.P., a limited partnership, by Deed from Sarah Polk Dallas, of record in Book 817, Page 744, Register's Office of Williamson County, Tennessee.

State of Tennessee, County of WILLIAMSON
Received for record the 25 day of
APRIL 1996 at 9:36 AM. (REC# 174842)
Recorded in official records
Book 1393 Page 963- 965
Notebook 56 Page 117
State Tax \$.00 Clerks Fee \$.00.
Recording \$ 12.00, Total \$ 12.00.
Register of Deeds SADIE WADE
Deputy Register BRENDA KING

Prepared by: Nancy J. Judor
183 Nehemiah Dr. MAIL
Franklin, TN 37064

SIXTEENTH AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR DALLAS DOWNS

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Dallas Downs (the Declaration") was recorded at Volume 817, Page 748, Register's Office for Williamson County, Tennessee, and its language was amended by the First Amendment to the said Declaration, recorded at Volume 821, Page 486, Register's Office for Williamson County, Tennessee, and

WHEREAS, Dallas Downs, currently being governed by its elected Board of Directors pursuant to the By-Laws of Dallas Downs Community Association, Inc., and it appearing that the Amendment to the Declaration stated herein will further promote the purpose as stated in Article XI of the Declaration, to establish standards for building and maintaining a lifestyle in the Dallas Downs Planned Unit Development, which is consistent with and will complement the historical character of Franklin and to promote careful planning and enforcement of design, development and use standards with the design goals of the Declaration to insure orderly, attractive and lasting development, all of which will preserve and enhance the value of the property comprising the Dallas Downs Planned Unit Development.

NOW, THEREFORE, the Board of Directors, after the affirmative vote or written consent of voting members, pursuant to Article XII, Section 2, of the Declaration of Covenants, Conditions and Restrictions for Dallas Downs, hereby AMENDS the Declaration, to become effective upon its execution, this Sixteenth Amendment to the Declaration (Amendments Three through Twelve inclusive and Fifteen being Annexation of Additional Tracts; Amendment Thirteen being simplifying voting in the election of Directors and other matters requiring Association vote; and Amendment 14 deals with Antennas) as follows:

"4.15 Trailers and Temporary Structures of Article XI is amended by deleting the entire subsection and adding the following:

Temporary Structures, Trailers, Boats, Campers and Other Types of Recreational Vehicles. Except as may be permitted by the DC during the initial construction of units, no utility shed, shack, trailer, or other structure of a temporary nature shall be placed upon any part of the property. Recreational vehicles and trailers, including, but not limited to boats, canoes, personal watercraft, campers and utility trailers may be stored on the property, provided that such storage is in a manner approved in writing by the DC, and in accordance with Section 4.5 and 4.24 of Article VI of this Declaration of Covenants, Conditions and Restrictions for Dallas Downs."

In witness whereof, the undersigned, being the President of Dallas Downs Community Association, Inc., has hereunto set its hand this 1 day of August, 2000.

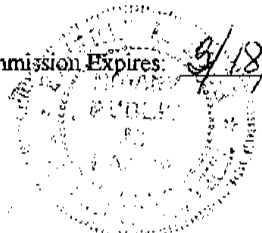
Notebook 64 Page 264
State Tax \$.00 Clerks Fee \$.00,
Recordings \$ 10.00, Total \$ 10.00,
Register of Deeds SADIE WADE
Deputy Register JEHNY LANEY

By: Nancy J. Judor
President, DDCA, Inc.

Subscribed and sworn to before me this 1st day of August, 2000.

Dewerly L. Hagle
Notary Public

My Commission Expires: 9/18/03



State of Tennessee, County of WILLIAMSON
Received for record the 01 day of
AUGUST 2000 at 2:09 PM. (REC# 379659)
Recorded in official records
Book 2032 pages 300-300

Prepared by: Nancy L. Tudor, President
 DDCA Board of Directors
 P.O. Box 680741
 Franklin, TN 37068

SEVENTEENTH AMENDMENT
 TO THE DECLARATION OF COVENANTS, CONDITIONS AND
 RESTRICTIONS FOR DALLAS DOWNS

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Dallas Downs (the "Declaration") was recorded at Volume 817, page 748, Register's Office for Williamson County, Tennessee, and its language has been amended sixteen times by amendments duly voted upon, approved, and recorded in the Register's Office for Williamson County, Tennessee, and

WHEREAS, Dallas Downs, currently being governed by its elected Board of Directors pursuant to the By-Laws of Dallas Downs Community Association, Inc., and it appearing that the Amendment to the Declaration stated herein will further promote the purpose as stated in Article XI of the Declaration, to establish standards for building and maintaining a lifestyle in the Dallas Downs Planned Unit Development, which is consistent with and will complement the historical character of Franklin and to promote careful planning and enforcement of design, development and use standards with the design goals of the Declaration to insure orderly, attractive and lasting development, all of which will preserve and enhance the value of the property comprising the Dallas Downs Planned Unit Development.

NOW, THEREFORE, the Board of Directors, after the affirmative vote or written consent of voting members, pursuant to Article XII, Section 2, of the Declaration of Covenants, Conditions and Restrictions for Dallas Downs, hereby AMENDS the Declaration, to become effective upon its execution, this Seventeenth Amendment to the Declaration (Amendments 3-12 inclusive being Annexation of Additional Tracts; Amendment thirteen (13) being simplifying voting in the election of Directors and other matters requiring Association vote; Amendment fifteen (15) being the Annexation of additional Tracts, and Amendment sixteen (16) deals with Temporary Structures, Trailers, Boats, Campers and Other Types of Recreational Vehicles) as follows:

I.

Subsection 4.9 (captioned "Antennas") of Article XI (captioned "General Design Standards"), is amended by deleting the entire subsection and adding the following:

Antennas. Satellite dishes in excess of eighteen (18) inches in diameter are prohibited. All satellite dishes or other apparatus for the reception of television, radio, or other signals of any kind shall be placed on the rear side of the structure or on the rear elevation of the roof, in a manner where they are not visible from the street. Placement of any apparatus is prohibited on the front of the house or front elevations of the roof. Placement on the sides of the house or on the side elevations of the roof are prohibited unless the homeowner can provide reasonable proof to the Design Committee that the integrity of the reception will be compromised by placing the receiver in the allowed location. For houses situated on corner or odd shaped lots, the dish or apparatus shall be placed in the location least visible from the streets. An attempt should be made to screen any apparatus from the view of adjacent homes. All screening for same must be approved by the DC. Failure to place the receiver in the allowed areas will subject the homeowner to paying the cost of relocating the receiver to an appropriate location.

The Association shall have the right, without obligation, to erect an aerial, satellite dish or other apparatus for a master antenna or cable system for the benefit of all or a portion of the residents should any such master system or systems be utilized by the Association or its members and require any such exterior apparatus.

II.

Subsection 4.10 (captioned "Clotheslines, Garbage Cans, Tanks, Etc.") of Article XI (captioned "General Design Standards"), is amended to read as follows:

All garbage cans, rubbish, trash and other similar items, shall be located or completely screened so as to be concealed from view of neighboring residences, streets and property located adjacent to the residential unit. Methods of screening must be approved by the DC. All rubbish, trash, and garbage shall be regularly removed from the residential unit and shall not be allowed to accumulate thereon. Garbage cans, rubbish, trash and other similar items are only permitted to be placed at the curb the evening before trash pick-up and trash containers removed from the curb by 8:00 p.m. on the day of trash pick-up.

No Clotheslines, above ground tanks, or other similar items are permitted on any residential property.

III.

Subsection 4.18 (captioned "Air Conditioning Units") of Article XI (captioned "General Design Standards"), is amended by deleting the entire subsection and adding the following:

Air Conditioning Units. Except for central HVAC equipment, no air conditioning unit shall be installed in a manner where it protrudes from a window or exterior wall of the residential unit.

IV.

Subsection 4.22 (captioned "Mailboxes") of Article XI (captioned "General Design Standards"), is amended by deleting the entire subsection and adding the following:

Mailboxes. All mailboxes and support posts shall satisfy applicable postal regulations and be consistent with the original design and color scheme established in Dallas Downs.

V.

Article XI, General Design Standards is amended by adding subsection 4.27. The subsection will read as follows:

4.27 Exterior Awnings, Play Structures, and Hot Tubs/Jacuzzis. Approval by the DC is required prior to the erection or installation of an exterior awning, play structure, or hot tub/Jacuzzi.

VI.

The language of paragraph 7 of Section 5 (captioned "General Residential Standards"), of Article XI (captioned "General Design Standards"), subsection 5.1 (captioned "Building Design"), is amended to read as follows:

Each residence must have a fully enclosed garage. The interior walls of all garages must be finished (taped, bedded and painted as a minimum) like other rooms in the building. No garage will be permitted to be enclosed for living or used for purposes other than the storage of motor vehicles, garden equipment and related normal use. Every effort shall be made to keep garage doors closed except when entering and exiting.

VII.

The language of paragraph 2 of Section 5 (captioned "General Residential Standards"), of Article XI (captioned "General Design Standards"), subsection 5.2 (captioned "Landscaping, Walls, Fences, and Sidewalks"), is amended to read as follows:

No fence, structure wall, or any other separating device shall be permitted beyond the front of any portion of the house. In the case of residences located on corner lots, this restriction also applies to the side of the house facing the street. All such fences, structure walls or other separating devices require approval by the Design Committee prior to installation.

In the event of any conflict between any provision of this Amendment and any other provisions stated in the Declaration, as previously amended, or any provision of the By-Laws, the provisions of this Amendment shall control.

IN WITNESS WHEREOF proceeding having been duly voted upon and approved by the membership, the undersigned, being the President of Dallas Downs Community Association, Inc., has hereunto set her hand this 3rd day of December 2001.

By: Nancy L. Tudor State of Tennessee, County of WILLIAMSON
Nancy L. Tudor, President, DDCA, Inc.

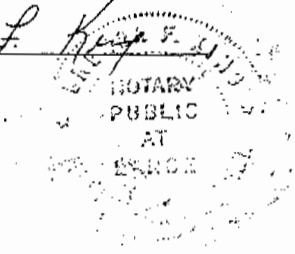
Received for record the 03 day of
DECEMBER 2001 at 9:42 AM. (RECN 448102)
Recorded in official records
Book 2326 pages 151-152

Subscribed and sworn to before me this 3 day of Dec., 2001

Brenda L. Kemp
Notary Public

My Commission Expires: 5-26-2004

Notebook 68 Page 131
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 12.00, Total \$ 12.00,
Register of Deeds SANNIE WADE
County Register RACON QUEBEC



Prepped by
Nancy L. Tudor, President DDCA Board of Directors
P.O. Box 680741 Franklin, TN 37068

EIGHTEENTH AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR DALLAS DOWNS

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Dallas Downs (the "Declaration") was recorded at Volume 817, page 748, Register's Office for Williamson County, Tennessee, and its language has been amended seventeen times by amendments duly voted upon, approved, and recorded in the Register's Office for Williamson County, Tennessee, and

WHEREAS, Dallas Downs, currently being governed by its elected Board of Directors pursuant to the By-Laws of Dallas Downs Community Association, Inc., and it appearing that the Amendment to the Declaration stated herein will further promote the purpose as stated in Article XI of the Declaration, to establish standards for building and maintaining a lifestyle in the Dallas Downs Planned Unit Development, which is consistent with and will complement the historical character of Franklin and to promote careful planning and enforcement of design, development and use standards with the design goals of the Declaration to insure orderly, attractive and lasting development, all of which will preserve and enhance the value of the property comprising the Dallas Downs Planned Unit Development.

NOW, THEREFORE, the Board of Directors, after the affirmative vote or written consent of voting members, pursuant to Article XII, Section 2, of the Declaration of Covenants, Conditions and Restrictions for Dallas Downs, hereby AMENDS the Declaration, to become effective upon its execution, this Eighteenth Amendment to the Declaration (Amendments 3-12 inclusive being Annexation of Additional Tracts; Amendment thirteen (13) being simplifying voting in the election of Directors and other matters requiring Association vote; Amendment fifteen (15) being the Annexation of additional Tracts, Amendment sixteen (16) deals with Temporary Structures, Trailers, Boats, Campers and Other Types of Recreational Vehicles), and Amendment seventeen (17) revises several sections dealing with General Design Standards) as follows:

Subsection 4.2 (captioned "Signage"), subsection 4.2.1 (captioned "Neighborhood Entrance Signs"), subsection 4.2.2 (captioned "Temporary Signs"), of Section 4 (captioned "General Design Standards"), of Article XI (captioned "Design, Development and Use Standards"), is amended by deleting the entire subsections and adding the following:

4.2 Signs. No permanent signs will be permitted on individual lots.

Identification signs will not be permitted on the exterior, facade, or roof of any building. No moving or flashing signs will be permitted.

Guidelines set by the City, County or State shall not be violated.

4.2.1 Temporary Signs. Temporary signs may not be illuminated. All temporary signs shall be no larger than six (6) sq. ft. An exception is granted for holiday signs.

Temporary signs must be professional quality.

With the exception of a sign notifying residents of a neighborhood social event, no sign may not be placed on the entrance island.

Signs advertising the sale of property must be professional quality and meet size guidelines.

Signs of a political nature may be placed on a homeowner's lot four (4) weeks prior to an election and must be removed immediately following the election. Political signs may not be placed on Dallas Downs' common grounds.

Placement of Garage Sale signs must follow the guidelines set by the City of Franklin.

A contractor's sign may be placed in the yard of a resident during home improvement projects. Sign must be removed immediately upon completion of project.

II.

Subsection 4.14 (captioned "Irrigation"), of Section 4 (captioned "General Design Standards"), of Article XI (captioned "Design, Development and Use Standards"), is amended to read as follows:

4.14 Irrigation. All sprinkler and irrigation systems shall draw water only from city or county water supplies or wells, otherwise approved. All systems must meet city, county and state guidelines.

III.

Subsection 4.15 (captioned "Temporary Structures, Trailers, Boats, Campers and Other Types of Recreational Vehicles"), of Section 4 (captioned "General Design Standards"), of Article XI (captioned "Design, Development and Use Standards"), is amended to read as follows:

4.15 Temporary Structures.

No utility shed, shack, trailer or other structure of a temporary nature shall be kept or stored on the property.

A tent or canopy may be erected for a special event, but must be removed immediately following the event, or be concealed from view of street and neighboring houses.

4.15.1 Storage of Vehicles and Recreational Equipment.

Automobiles, motor homes, utility trailers, recreational equipment including, but not limited to, boats, canoes, personal water craft and campers may be stored on property provided they are concealed from view of street and neighboring units. Method of screening must be approved in writing by the Design Committee.

4.15.2 Parking Automobiles. The parking of automobiles is limited to the garage, driveway or the street. Vehicle must meet guidelines of the city.

Subsection 4.25 (Captioned "Business Use"), of Section 4 (Captioned "General Design Standards"), of Article XI (Captioned "Design, Development and Use Standards"), is amended by deleting the entire subsection and adding the following:

4.25.1 Business Use. No trade or business may be conducted in or from any unit except that an owner residing in a unit may conduct business activities within the unit 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 unit; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not increase motor vehicle traffic in the neighborhood or involve regular visits from non-residents to the unit or door-to-door solicitation of residents of the subdivision and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threatens the security or safety of other residents of the property, as may be determined by the Board. The terms "business" and "trade," as used in this provision shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which includes the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration.

4.25.2 Leasing Property. The purchase of property solely for the purpose of leasing is strictly prohibited. An owner may not lease to tenants unless he has first occupied the residence for one year or has an exception granted by the DDCA Board of Directors. The cumulative lease period for a unit by property or the owner must sell the property.

IV.

Subsection 5.2 (captioned Landscaping, Walls, Fences and Sidewalks) of Section 5 (captioned "General Residential Standards") of Article XI (captioned "Design, Development and Use Standards") is amended to read as follows:

5.2 Landscaping, Walls, Fences and Sidewalks. No fence, wall, hedge or shrub which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways will be placed or permitted to remain in any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street lines rounded property corner from the intersection of the street lines extended. The same sight line limitations will apply on any lot within ten (10) feet of the intersection of a street property line with the edge of a driveway. No tree will be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to avoid obstruction of such sight lines.

Plantings around the mailbox shall not obstruct the view from the driveway to the street or from the street to the driveway

Plans for significant changes in landscape design, must be submitted to the Design Committee for approval.

No fence, structure wall, or any other separating device shall be permitted beyond the front of any portion of the house. In the case of houses located on corner lots, this restriction also applies to the side of the house facing the street. All such fences, structure walls or other separating devices require approval by the Design Committee prior to installation.

Homeowners who install invisible fencing shall assume all liability risks. The Association, Board of Directors and the Design Committee shall not be liable to any person for any claim, damage, or injury relating to the use of invisible fencing.

Sidewalks shall meet specifications of the City of Franklin. The owner, builder or developer shall install a concrete sidewalk across the front of each owner's, builder's or developer's lot and parallel to the street curb. Corner lots shall have two (2) front lot lines and shall be maintained by the lot owner. The property between the edge of the sidewalk and the street curb shall be maintained by the lot owner.

Lot owners will maintain the exterior of all structures on their lots, the sidewalks on the streets abutting their property, except on Dallas Blvd., and their yards, hedges, plants and shrubs in a neat and trim condition at all times. Trees located near the sidewalk must be trimmed up at least six (6) feet so as not to interfere with pedestrians' use of the sidewalks. Shrubs must be trimmed away from the sidewalk.

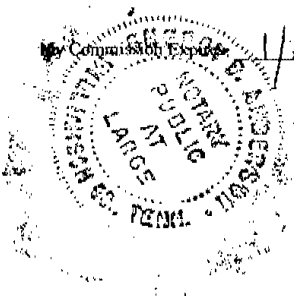
In the event of any conflict between any provision of this Amendment and any other provisions stated in the Declaration, as previously amended, or any provision of the By-Laws, the provisions of this Amendment shall control.

IN WITNESS WHEREOF preceding having been duly voted upon and approved by the membership, the undersigned, being the President of Dallas Downs Community Association, Inc., has hereunto set her hand this 12 day of Nov., 2003.

By: Nancy L. Tudor
Nancy L. Tudor, President, DDCA, Inc.

Subscribed and sworn to before me this 12 day of November, 2003

Sherry D. Anderson
Notary Public



BK/PG: 3072/43-44

03587366

RESTRICTIONS	11/12/2003 03:14 PM
BATCH	6983
MTC TAX	0.00
TRN TAX	0.00
REC FEE	10.00
DP FEE	2.00
REG FEE	0.00
TOTAL	12.00

STATE OF TENNESSEE, WILLIAMSON COUNTY

SADIE WADE
REGISTER OF DEEDS