

THIS INSTRUMENT PREPARED BY:  
BASS, BERRY & SIMS PLC (JST)  
2700 First American Center  
Nashville, Tennessee 37238

**SIXTH AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR**

**THE COTTAGES AT INNSBROOKE**

**THIS SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**, dated September 21, 2000, is made and entered into by ROCHFORD REALTY AND CONSTRUCTION CO., INC., a Tennessee corporation (together with its successors, successors-in-title and assigns, herein referred to as "Declarant").

**RECITALS:**

1. Pursuant to that certain Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated December 19, 1997, made and entered into by Declarant, of record in Deed Book 613, page 203, Register's Office for Rutherford County, Tennessee, as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated March 19, 1998, made and entered into by Declarant, of record in Deed Book 618, page 773, said Register's Office, as further amended by Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated November 10, 1998, made and entered into by Declarant, of record in Deed Book 637, page 159, said Register's Office, as further amended by Third Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated February 22, 1999, made and entered into by Declarant, of record in Deed Book 643, page 539, said Register's Office, as further amended by Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated July 1, 1999, made and entered into by Declarant, of record in Deed Book 654, page 762, said Register's Office, as further amended by Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated December 28, 1999, made and entered into by

Declarant, of record in Deed Book 668, page 303, said Register's Office (as the same heretofore has been or hereafter may be amended, modified or supplemented from time to time, herein referred to as the "Declaration"; capitalized terms used but not otherwise defined herein shall have the meanings assigned thereto in the Declaration), Declarant has submitted the Parcel and the rest of the Property to the Act and the provisions of the Declaration for the purposes set forth therein.

2. Declarant desires to execute and deliver this Amendment in order to amend the definition of "Plat" set forth in the Declaration and in order to incorporate in the Parcel and the Property a portion of the Additional Property, all as more particularly hereinafter set forth.

**DECLARATION:**

**NOW, THEREFORE,** pursuant to the provisions of Paragraphs 21 and 29 of the Declaration, Declarant hereby declares as follows:

1. Amendment of Definition of "Plat". The definition of "Plat" set forth in the Declaration is hereby amended to read as follows:

"Plat" means, collectively:

(1) the Final Plat - Section I, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 18, page 312,

(2) the Final Plat - Section II, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 18, page 332,

(3) the plat of Section I, Phase I, 8 Units, 327, 329, 360, 362, Section II, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 21, page 31,

(4) the plat of Section II, Phase I, Units 335 & 337, The Cottages at Innsbrooke, of Record in Plat Book 21, page 77,

(5) the plat of Section III, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 21, page 80,

(6) the plat of Section II, Phase I, Units 368 & 370, The Cottages at Innsbrooke, of Record in Plat Book 21, page 105,

(7) the plat of Sections IV & V, Phase I, and Section I, Phase II, The Cottages at Innsbrooke, of Record in Plat Book 21, page 140,

(8) the plat of Section III, Phase I, Units 310, 312, 318, 320, 328 & 330, The Cottages at Innsbrooke, of Record in Plat Book 21, page 141,

(9) the plat of Section III, Phase I and Section IV, Phase I, Units 338 & 340, The Cottages at Innsbrooke, of Record in Plat Book 21, page 180,

(10) the plat of Resubdivision Section I, Phase II, and Section V, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 22, page 30,

(11) the plat of Section IV, Phase I, Units 411, 413, 421 & 423, The Cottages at Innsbrooke, of Record in Plat Book 22, page 40,

(12) the plat of Section IV, Phase II, Units 404, 406, 412, 414, 420 & 422, The Cottages at Innsbrooke, of Record in Plat Book 22, page 52,

(13) the plat of Section I, Phase II, and Section V, Phase I, Units 436, 438, 511 & 513, The Cottages at Innsbrooke, of Record in Plat Book 22, page 78,

(14) the plat of Section V, Phase I, Units 428, 430, 441 & 443, The Cottages at Innsbrooke, of Record in Plat Book 23, page 36, and

(15) the plat of Section V, Phase II, and the 2nd Resubdivision of Section I, Phase II, The Cottages at Innsbrooke, of Record in Plat Book 23, page 79,

as the same from time to time hereafter may be supplemented, revised or amended pursuant to the provisions of this Declaration (including Paragraph 29), showing the Parcel, the number of each

Unit and the area, location and other data necessary for identification of each Unit.

2. Supplementation of Exhibit A to Declaration. Exhibit A to the Declaration is hereby supplemented by adding thereto the additional property description set forth as Exhibit A to this Amendment.

3. Effect of Amendment; Continuing Effectiveness of Declaration. All provisions of the Declaration (including but not limited to the defined terms used therein) shall be construed in accordance with the amendments to the Declaration effected by this Amendment. As modified hereby, the Declaration and all provisions thereof shall continue in full force and effect in all respects.

**IN WITNESS WHEREOF**, Declarant has caused this Amendment to be executed by its duly authorized officer on the date first above written.

ROCHFORD REALTY AND CONSTRUCTION  
CO., INC.

By: \_\_\_\_\_

  
John T. Rochford, President

2139727.01

STATE OF TENNESSEE )

COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, John T. Rochford, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the President of ROCHFORD REALTY AND CONSTRUCTION CO., INC., the within-named bargainer, a corporation, and is authorized by the corporation to execute this instrument on behalf of the corporation.

WITNESS my hand, at office, this 21st day of September, 2000.

Lillian Franck  
Notary Public

My Commission Expires:

Sept. 28, 2002

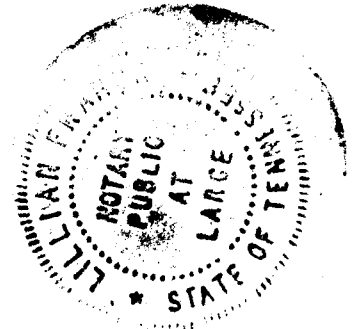


EXHIBIT A

[Description of Parcel, Continued]

A parcel of land located in the 11th Civil District of Rutherford County, State of Tennessee, more particularly described as follows:

BEING the property depicted as "Cottages of Innsbrooke, Section V, Phase II" on the plat of Section V, Phase II, and the 2nd Resubdivision of Section I, Phase II, The Cottages at Innsbrooke, of record in Plat Book 23, page 79, Register's Office for Rutherford County, Tennessee, to which plat reference is made for a more complete description of said property.

BEING THE SAME property conveyed to Rochford Realty and Construction Co., Inc., a Tennessee corporation, by deed from Middle Tennessee Development Company, L.L.C., a Tennessee limited liability company, of record in Record Book 18, page 765, Register's Office for Rutherford County, Tennessee.

Jennifer M Gerhart, Register  
Rutherford County Tennessee  
Rec #: 229366 Instrument 1025589  
Rec'd: 24.00 NBK: 57 Pg 754  
State: 0.00  
Clerk: 0.00 Recorded  
EDP: 2.00 10/2/2000 at 10:00 am  
Total: 26.00 in Record Book  
26 Pages 2299-2304

THIS INSTRUMENT PREPARED BY:  
BASS, BERRY & SIMS PLC (JST)  
315 Deaderick Street, 27<sup>th</sup> Fl.  
Nashville, Tennessee 37238

**SEVENTH AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE COTTAGES AT INNSBROOKE**

**THIS SEVENTH AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**, dated March 6, 2001, is made and  
entered into by ROCHFORD REALTY AND CONSTRUCTION CO., INC., a  
Tennessee corporation (together with its successors, successors-  
in-title and assigns, herein referred to as "Declarant").

**RECITALS:**

1. Pursuant to that certain Declaration of Covenants,  
Conditions and Restrictions for The Cottages at Innsbrooke dated  
December 19, 1997, made and entered into by Declarant, of record  
in Deed Book 613, page 203, Register's Office for Rutherford  
County, Tennessee, as amended by First Amendment to Declaration  
of Covenants, Conditions and Restrictions for The Cottages at  
Innsbrooke dated March 19, 1998, made and entered into by  
Declarant, of record in Deed Book 618, page 773, said Register's  
Office, as further amended by Second Amendment to Declaration of  
Covenants, Conditions and Restrictions for The Cottages at  
Innsbrooke dated November 10, 1998, made and entered into by  
Declarant, of record in Deed Book 637, page 159, said Register's  
Office, as further amended by Third Amendment to Declaration of  
Covenants, Conditions and Restrictions for The Cottages at  
Innsbrooke dated February 22, 1999, made and entered into by  
Declarant, of record in Deed Book 643, page 539, said Register's  
Office, as further amended by Fourth Amendment to Declaration of  
Covenants, Conditions and Restrictions for The Cottages at  
Innsbrooke dated July 1, 1999, made and entered into by  
Declarant, of record in Deed Book 654, page 762, said Register's  
Office, as further amended by Fifth Amendment to Declaration of  
Covenants, Conditions and Restrictions for The Cottages at  
Innsbrooke dated December 28, 1999, made and entered into by

0010000703407

Declarant, of record in Deed Book 668, page 303, said Register's Office, as further amended by Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated September 21, 2000, made and entered into by Declarant, of record in Record Book 26, page 2299, said Register's Office (as the same heretofore has been or hereafter may be amended, modified or supplemented from time to time, herein referred to as the "Declaration"; capitalized terms used but not otherwise defined herein shall have the meanings assigned thereto in the Declaration), Declarant has submitted the Parcel and the rest of the Property to the Act and the provisions of the Declaration for the purposes set forth therein.

2. Declarant desires to execute and deliver this Amendment in order to amend the definition of "Plat" set forth in the Declaration and in order to incorporate in the Parcel and the Property a portion of the Additional Property, all as more particularly hereinafter set forth.

**DECLARATION:**

**NOW, THEREFORE,** pursuant to the provisions of Paragraphs 21 and 29 of the Declaration, Declarant hereby declares as follows:

1. Amendment of Definition of "Plat". The definition of "Plat" set forth in the Declaration is hereby amended to read as follows:

"Plat" means, collectively:

(1) the Final Plat - Section I, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 18, page 312,

(2) the Final Plat - Section II, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 18, page 332,

(3) the plat of Section I, Phase I, 8 Units, 327, 329, 360, 362, Section II, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 21, page 31,



(4) the plat of Section II, Phase I, Units 335 & 337, The Cottages at Innsbrooke, of Record in Plat Book 21, page 77,

(5) the plat of Section III, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 21, page 80,

(6) the plat of Section II, Phase I, Units 368 & 370, The Cottages at Innsbrooke, of Record in Plat Book 21, page 105,

(7) the plat of Sections IV & V, Phase I, and Section I, Phase II, The Cottages at Innsbrooke, of Record in Plat Book 21, page 140,

(8) the plat of Section III, Phase I, Units 310, 312, 318, 320, 328 & 330, The Cottages at Innsbrooke, of Record in Plat Book 21, page 141,

(9) the plat of Section III, Phase I and Section IV, Phase I, Units 338 & 340, The Cottages at Innsbrooke, of Record in Plat Book 21, page 180,

(10) the plat of Resubdivision Section I, Phase II, and Section V, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 22, page 30,

(11) the plat of Section IV, Phase I, Units 411, 413, 421 & 423, The Cottages at Innsbrooke, of Record in Plat Book 22, page 40,

(12) the plat of Section IV, Phase II, Units 404, 406, 412, 414, 420 & 422, The Cottages at Innsbrooke, of Record in Plat Book 22, page 52,

(13) the plat of Section I, Phase II, and Section V, Phase I, Units 436, 438, 511 & 513, The Cottages at Innsbrooke, of Record in Plat Book 22, page 78,

(14) the plat of Section V, Phase I, Units 428, 430, 441 & 443, The Cottages at Innsbrooke, of Record in Plat Book 23, page 36,

(15) the plat of Section V, Phase II, and the 2nd Resubdivision of Section I, Phase II, The Cottages at Innsbrooke, of Record in Plat Book 23, page 79,

(16) the plat of Section V, Phase I & Section V, Phase II, Units 444, 446, 502, 504, 527 & 529, The Cottages at Innsbrooke, of Record in Plat Book 23, page 206, and

(17) the plat of Section V, Phase II, Units 526 & 528, The Cottages at Innsbrooke, of Record in Plat Book 23, page 290.

as the same from time to time hereafter may be supplemented, revised or amended pursuant to the provisions of this Declaration (including Paragraph 29), showing the Parcel, the number of each Unit and the area, location and other data necessary for identification of each Unit.

2. Supplementation of Exhibit A to Declaration. Exhibit A to the Declaration is hereby supplemented by adding thereto the additional property description set forth as Exhibit A to this Amendment.

3. Effect of Amendment; Continuing Effectiveness of Declaration. All provisions of the Declaration (including but not limited to the defined terms used therein) shall be construed in accordance with the amendments to the Declaration effected by this Amendment. As modified hereby, the Declaration and all provisions thereof shall continue in full force and effect in all respects.

**IN WITNESS WHEREOF**, Declarant has caused this Amendment to be executed by its duly authorized officer on the date first above written.

ROCHFORD REALTY AND CONSTRUCTION  
CO., INC.

By:   
John T. Rochford, President

STATE OF TENNESSEE )

COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, John T. Rochford, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the President of ROCHFORD REALTY AND CONSTRUCTION CO., INC., the within-named bargainer, a corporation, and is authorized by the corporation to execute this instrument on behalf of the corporation.

WITNESS my hand, at office, this 16th day of March, 2001.

Lillian Franck  
Notary Public

My Commission Expires:

9-28-02

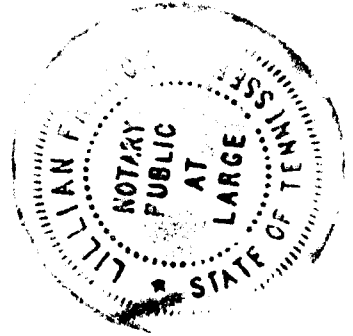


EXHIBIT A

Record Book  
51 Pg 2452

[Description of Parcel, Continued]

A parcel of land located in the 11th Civil District of Rutherford County, State of Tennessee, more particularly described as follows:

BEGINNING at a point in the northwest corner of the Cottages of Innsbrooke, Section V, Phase II and the 2<sup>nd</sup> Resubdivision of Section I, Phase II, said point being in the south line of Parks and Harney Development and the northeast corner of this tract; thence with the west line of Cottages of Innsbrooke, Section V, Phase II, and the 2<sup>nd</sup> Resubdivision of Section I, Phase II, S 14° 37' 00" E, 194.78 feet to a point, being the southeast corner of this tract; thence through the remaining property of Middle Tennessee Development Co., LLC with a curve to the left having a radius of 121.16 feet with a chord bearing and distance of S 40° 52' 30" W, 26.70 feet for an arc length of 26.75 feet to a point, being the southwest corner of this tract; thence continuing through the remaining property of Middle Tennessee Development Co., LLC N 14° 37' 00" W, 216.72 feet to a point, being the northwest corner of this tract; thence with the south line of Parks and Harney Development S 87° 24' 50" E, 23.03 feet to the point at the beginning, containing 0.10 acres, more or less.

BEING THE SAME property conveyed to Rochford Realty and Construction Co., Inc., a Tennessee corporation, by deed from Middle Tennessee Development Company, L.L.C., a Tennessee limited liability company, of record in Record Book 42, page 2086, Register's Office for Rutherford County, Tennessee.

Jennifer M Gerhart, Register  
Rutherford County Tennessee  
Rec #: 250457 Instrument 1048476  
Rec'd: 24.00 NBk: 59 Pg 326  
State: 0.00  
Clerk: 0.00 Recorded  
EDP: 2.00 3/12/2001 at 9:00 am  
Total: 26.00 in Record Book  
51 Pages 2447-2452

THIS INSTRUMENT PREPARED BY:  
BASS, BERRY & SIMS PLC (JST)  
315 Deaderick Street, 27th Fl.  
Nashville, Tennessee 37238

**EIGHTH AMENDMENT TO**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR**  
**THE COTTAGES AT INNSBROOKE**

**THIS EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**, dated May *14<sup>th</sup>*, 2002, is made and entered into by ROCHFORD REALTY AND CONSTRUCTION CO., INC., a Tennessee corporation (together with its successors, successors-in-title and assigns, herein referred to as "Declarant").

**RECITALS:**

1. Pursuant to that certain Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated December 19, 1997, made and entered into by Declarant, of record in Deed Book 613, page 203, Register's Office for Rutherford County, Tennessee, as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated March 19, 1998, made and entered into by Declarant, of record in Deed Book 618, page 773, said Register's Office, as further amended by Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated November 10, 1998, made and entered into by Declarant, of record in Deed Book 637, page 159, said Register's Office, as further amended by Third Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated February 22, 1999, made and entered into by Declarant, of record in Deed Book 643, page 539, said Register's Office, as further amended by Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated July 1, 1999, made and entered into by Declarant, of record in Deed Book 654, page 762, said Register's Office, as further amended by Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated December 28, 1999, made and entered into by

Declarant, of record in Deed Book 668, page 303, said Register's Office, as further amended by Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated September 21, 2000, made and entered into by Declarant, of record in Record Book 26, page 2299, said Register's Office, as further amended by Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated March 6, 2001, made and entered into by Declarant, of record in Record Book 51, page 2447, said Register's Office (as the same heretofore has been or hereafter may be amended, modified or supplemented from time to time, herein referred to as the "Declaration"; capitalized terms used but not otherwise defined herein shall have the meanings assigned thereto in the Declaration), Declarant has submitted the Parcel and the rest of the Property to the Act and the provisions of the Declaration for the purposes set forth therein.

2. Declarant desires to execute and deliver this Amendment in order to amend the definition of "Plat" set forth in the Declaration and in order to incorporate in the Parcel and the Property a portion of the Additional Property, all as more particularly hereinafter set forth.

**DECLARATION:**

**NOW, THEREFORE,** pursuant to the provisions of Paragraphs 21 and 29 of the Declaration, Declarant hereby declares as follows:

1. Amendment of Definition of "Plat". The definition of "Plat" set forth in the Declaration is hereby amended to read as follows:

"Plat" means, collectively:

(1) the Final Plat - Section I, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 18, page 312,

(2) the Final Plat - Section II, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 18, page 332,

(3) the plat of Section I, Phase I, 8 Units, 327, 329, 360, 362, Section II, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 21, page 31,

(4) the plat of Section II, Phase I, Units 335 & 337, The Cottages at Innsbrooke, of Record in Plat Book 21, page 77,

(5) the plat of Section III, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 21, page 80,

(6) the plat of Section II, Phase I, Units 368 & 370, The Cottages at Innsbrooke, of Record in Plat Book 21, page 105,

(7) the plat of Sections IV & V, Phase I, and Section I, Phase II, The Cottages at Innsbrooke, of Record in Plat Book 21, page 140,

(8) the plat of Section III, Phase I, Units 310, 312, 318, 320, 328 & 330, The Cottages at Innsbrooke, of Record in Plat Book 21, page 141,

(9) the plat of Section III, Phase I and Section IV, Phase I, Units 338 & 340, The Cottages at Innsbrooke, of Record in Plat Book 21, page 180,

(10) the plat of Resubdivision Section I, Phase II, and Section V, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 22, page 30,

(11) the plat of Section IV, Phase I, Units 411, 413, 421 & 423, The Cottages at Innsbrooke, of Record in Plat Book 22, page 40,

(12) the plat of Section IV, Phase II, Units 404, 406, 412, 414, 420 & 422, The Cottages at Innsbrooke, of Record in Plat Book 22, page 52,

(13) the plat of Section I, Phase II, and Section V, Phase I, Units 436, 438, 511 & 513, The Cottages at Innsbrooke, of Record in Plat Book 22, page 78,

(14) the plat of Section V, Phase I, Units 428, 430, 441 & 443, The Cottages at Innsbrooke, of Record in Plat Book 23, page 36,

(15) the plat of Section V, Phase II, and the 2nd Resubdivision of Section I, Phase II, The Cottages at Innsbrooke, of Record in Plat Book 23, page 79,

(16) the plat of Section V, Phase I & Section V, Phase II, Units 444, 446, 502, 504, 527 & 529, The Cottages at Innsbrooke, of Record in Plat Book 23, page 206,

(17) the plat of Section V, Phase II, Units 526 & 528, The Cottages at Innsbrooke, of Record in Plat Book 23, page 290,

(18) the plat of Section V, Phase II, Units 510, 512, 518 & 520, The Cottages at Innsbrooke, of Record in Plat Book 24, page 134,

(19) the Final Plat, Section VI, Phase II, The Cottages at Innsbrooke, of Record in Plat Book 24, page 164,

(20) the Condominium Plat, Section VI, Phase II, Units 609 & 611, The Cottages at Innsbrooke, of Record in Plat Book 24, page 221,

(21) the Final Plat, Section VII, Phase II, The Cottages at Innsbrooke, of Record in Plat Book 24, page 298,

(22) the Condominium Plat, Section VII, Phase II, Units 534, 536, 647 & 649 & Club House of Section II, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 25, page 61, and

(23) the Final Plat, Section VIII, Phase II and Amendment Plat, Section VII, Phase II (Previous Unit Numbers 710 and 712), The Cottages at Innsbrooke, of Record in Plat Book 25, page 72,

as the same from time to time hereafter may be supplemented, revised or amended pursuant to the provisions of this Declaration (including Paragraph 29), showing the Parcel, the number of each Unit and the area, location and other data necessary for identification of each Unit.

2. Supplementation of Exhibit A to Declaration. Exhibit A to the Declaration is hereby supplemented by adding thereto the additional property description set forth as Exhibit A to this Amendment.

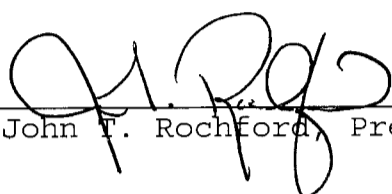
3. Effect of Amendment; Continuing Effectiveness of Declaration. All provisions of the Declaration (including but



not limited to the defined terms used therein) shall be construed in accordance with the amendments to the Declaration effected by this Amendment. As modified hereby, the Declaration and all provisions thereof shall continue in full force and effect in all respects.

**IN WITNESS WHEREOF**, Declarant has caused this Amendment to be executed by its duly authorized officer on the date first above written.

ROCHFORD REALTY AND CONSTRUCTION  
CO., INC.

By:  \_\_\_\_\_  
John T. Rochford, President

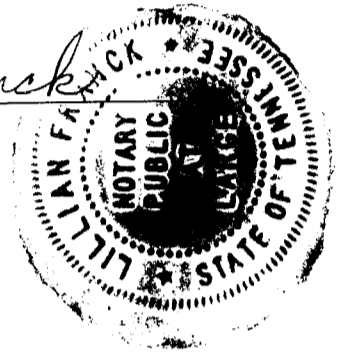
STATE OF TENNESSEE )

COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, John T. Rochford, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the President of ROCHFORD REALTY AND CONSTRUCTION CO., INC., the within-named bargainer, a corporation, and is authorized by the corporation to execute this instrument on behalf of the corporation.

WITNESS my hand, at office, this 7<sup>th</sup> day of May, 2002.

Lillian Franck  
Notary Public



My Commission Expires:

9-28-02

EXHIBIT A

[Description of Parcel, Continued]

A parcel of land located in the 11th Civil District of Rutherford County, State of Tennessee, more particularly described as follows:

BEING the property outlined in bold as depicted on the Final Plat, Section VI, Phase II, The Cottages at Innsbrooke, of record in Plat Book 24, page 164, Register's Office for Rutherford County, Tennessee, to which plat reference is here made for a more complete description of said property.

BEING THE SAME property conveyed to Rochford Realty and Construction Co., Inc., a Tennessee corporation, by deed from Middle Tennessee Development Company, L.L.C., a Tennessee limited liability company, of record in Record Book 87, page 2615, Register's Office for Rutherford County, Tennessee.

[Exhibit A continued next page]

EXHIBIT A

[Description of Parcel, Continued]

A parcel of land located in the 11th Civil District of Rutherford County, State of Tennessee, more particularly described as follows:

BEING the property outlined in bold as depicted on the Final Plat, Section VII, Phase II, The Cottages at Innsbrooke, of record in Plat Book 24, page 298, Register's Office for Rutherford County, Tennessee, to which plat reference is here made for a more complete description of said property.

BEING THE SAME property conveyed to Rochford Realty and Construction Co., Inc., a Tennessee corporation, by deed from Middle Tennessee Development Company, L.L.C., a Tennessee limited liability company, of record in Record Book 126, page 2393, Register's Office for Rutherford County, Tennessee.

[Exhibit A continued next page]

EXHIBIT A

[Description of Parcel, Continued]

A parcel of land located in the 11th Civil District of Rutherford County, State of Tennessee, more particularly described as follows:

BEING the property outlined in bold as depicted on the Final Plat, Section VIII, Phase II and Amendment Plat, Section VII, Phase II (Previous Unit Numbers 710 and 712), The Cottages at Innsbrooke, of record in Plat Book 25, page 72, Register's Office for Rutherford County, Tennessee, to which plat reference is here made for a more complete description of said property.

BEING THE SAME property conveyed to Rochford Realty and Construction Co., Inc., a Tennessee corporation, by deed from Middle Tennessee Development Company, L.L.C., a Tennessee limited liability company, of record in Record Book 142, page 631, Register's Office for Rutherford County, Tennessee.

Jennifer M Gerhart, Register  
Rutherford County Tennessee  
Rec #: 297381 Instrument 1126350  
Rec'd: 45.00 NBK: 64 Pg 686  
State: 0.00  
Clerk: 0.00 Recorded  
EDP: 2.00 5/20/2002 at 9:00 am  
Total: 47.00 in Record Book  
156 Pages 2808-2816

Jennifer M Gerhart, Register  
Rutherford County Tennessee  
Rec #: 332200 Instrument 1182128  
Rec'd: 235.00 NBk: 68 Pg 573  
State: 0.00  
Clerk: 0.00  
EDP: 2.00  
Total: 237.00

THIS INSTRUMENT PREPARED BY:  
BASS, BERRY & SIMS PLC (JST)  
315 Deaderick Street, 27th Fl.  
Nashville, Tennessee 37238

Recorded  
3/13/2003 at 1:32 PM  
in Record Book  
240 Pages 1791-1837

NINTH AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

THE COTTAGES AT INNSBROOKE

THIS NINTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, dated November 1, 2002, is made and entered into by ROCHFORD REALTY AND CONSTRUCTION CO., INC., a Tennessee corporation (together with its successors, successors-in-title and assigns, herein referred to as "Declarant"), and the other Unit Owners identified on the signature pages hereto.

RECITALS:

1. Pursuant to that certain Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated December 19, 1997, made and entered into by Declarant, of record in Deed Book 613, page 203, Register's Office for Rutherford County, Tennessee, as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated March 19, 1998, made and entered into by Declarant, of record in Deed Book 618, page 773, said Register's Office, as further amended by Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated November 10, 1998, made and entered into by Declarant, of record in Deed Book 637, page 159, said Register's Office, as further amended by Third Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated February 22, 1999, made and entered into by Declarant, of record in Deed Book 643, page 539, said Register's Office, as further amended by Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated July 1, 1999, made and entered into by Declarant, of record in Deed Book 654, page 762, said Register's Office, as further amended by Fifth Amendment to Declaration of

Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated December 28, 1999, made and entered into by Declarant, of record in Deed Book 668, page 303, said Register's Office, as further amended by Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated September 21, 2000, made and entered into by Declarant, of record in Record Book 26, page 2299, said Register's Office, as further amended by Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated March 6, 2001, made and entered into by Declarant, of record in Record Book 51, page 2447, said Register's Office, as further amended by Eighth Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated May 7, 2002, made and entered into by Declarant, of record in Record Book 156, page 2808, said Register's Office (as the same heretofore has been or hereafter may be amended, modified or supplemented from time to time, herein referred to as the "Declaration"; capitalized terms used but not otherwise defined herein shall have the meanings assigned thereto in the Declaration), Declarant has submitted the Parcel and the rest of the Property to the Act and the provisions of the Declaration for the purposes set forth therein.

2. The parties hereto, constituting not less than sixty-seven percent (67%) of the Unit Owners, determined as provided in Paragraph 21 of the Declaration, desire to execute and deliver this Amendment to facilitate the possible inclusion of certain additional property as a part of the Property and to amend the Declaration and the By-Laws in certain other respects, all as more particularly hereinafter set forth.

3. On and as of the date hereof, there are no Eligible Mortgagees.

**AGREEMENTS:**

**NOW, THEREFORE,** pursuant to the provisions of Paragraph 21 of the Declaration, the undersigned hereby agree and declare as follows:

1. Amendment of Paragraph 1 of the Declaration.  
Paragraph 1 of the Declaration is hereby amended to insert the following new definition(s) in the appropriate location(s) according to alphabetical order, or to amend and restate existing definitions to read as indicated below, as applicable:

"Development Period" means the period of time commencing on the date of the Recording of this Declaration and ending on the day that is the earlier to occur of (a) the day that is four (4) months after the date on which at least seventy-five percent (75%) of the Units have been conveyed to the initial purchasers thereof by Declarant, or (b) the day that is five (5) years after the first conveyance of a Unit from Declarant to the initial purchaser thereof that occurs after the Recording of the Ninth Amendment, or (c) any day prior to the days specified in clauses (a) or (b) of this sentence on which Declarant in its sole discretion elects to terminate the Development Period by calling the First Annual Meeting (as defined in the By-laws). For purposes of the foregoing, "Unit" at any time shall be deemed to include not only completed Units owned by Declarant at such time but also shall include (1) any incomplete or unconstructed Units as to which Declarant is the owner of the corresponding Private Elements at such time, and (2) the maximum number of Units that may be constructed on those portions of the Additional Real Property, if any, that have not been, but still may be, incorporated into the Parcel at such time (for purposes of this clause (2), the maximum number of Units that may be constructed on the entire Parcel if all of the Additional Real Property is incorporated therein is one hundred forty-eight [148]).

"Innsbrooke Agreement" means the Agreement dated December 19, 1997, by and between Declarant and Middle Tennessee Development Company, L.L.C., a Tennessee limited liability company, of Record in Book 613, page 288, as supplemented by Supplemental Agreement dated November 19, 2002, by and between Declarant and Middle Tennessee Development Company, L.L.C., of Record in \_\_\_\_\_ Book 240, page 1783

"Majority" or "Majority of the Unit Owners" means the owners of more than fifty percent (50%) of the Units. For purposes of applying this definition at any time, Declarant shall be deemed to be a Unit Owner not only with respect to completed Units owned by Declarant at such time but also with respect to (1) any incomplete or unconstructed Units as to which Declarant is the owner of the corresponding Private Elements at such time, and (2) the maximum number of Units that may be constructed on those portions of the Additional Real Property, if any, that have not been, but



still may be, incorporated into the Parcel at such time (for purposes of this clause (2), the maximum number of Units that may be constructed on the entire Parcel if all of the Additional Real Property is incorporated therein is one hundred forty-eight [148]).

"Ninth Amendment" means the Recorded Ninth Amendment to Declaration of Covenants, Conditions and Restrictions for the Cottages at Innsbrooke dated November 1, 2002, executed by the Declarant and certain Unit Owners.

2. Amendment of Subparagraph 5(a) of the Declaration. The last sentence of the first literary paragraph of subparagraph 5(a) of the Declaration is hereby amended by deleting "ninety [90]" and substituting in lieu thereof "one hundred forty-eight [148])".

3. Amendment of Subparagraph 21(a) of the Declaration. The last sentence of subparagraph 21(a) of the Declaration is hereby amended by deleting "ninety [90]" and substituting in lieu thereof "one hundred forty-eight [148])".

4. Amendment of Paragraph 29 of the Declaration. Paragraph 29 of the Declaration is hereby amended as follows:

(a) The first sentence of subparagraph (a), and subparagraph (c), are hereby amended by deleting "within five (5) years of the Recording of this Declaration" and substituting in lieu thereof "within five (5) years of the Recording of the Ninth Amendment".

(b) The first sentence of subparagraph (a) is hereby further amended by deleting "eighty-two (82)" and substituting in lieu thereof "one hundred forty [140])".

5. Amendment of Article II, Section 1 of the By-Laws. Article II, Section 1 of the By-Laws is hereby amended to read as follows:

As used in these By-Laws, the term "Development Period" means the period of time commencing on the date of the Recording of the Declaration and ending on the day that is the earlier to occur of (a) the day that is four (4) months after the date on which at least seventy-five percent (75%) of the Units have been conveyed to the initial purchasers thereof by Declarant, or (b) the day that is five (5) years after the first conveyance of a Unit

from Declarant to the initial purchaser thereof that occurs after the Recording of the Ninth Amendment, or (c) any day prior to the days specified in clauses (a) or (b) of this sentence on which Declarant in its sole discretion elects to terminate the Development Period by calling the First Annual Meeting (as hereinafter defined). For purposes of the foregoing, "Unit" at any time shall be deemed to include not only completed Units owned by Declarant at such time but also shall include (1) any incomplete or unconstructed Units as to which Declarant is the owner of the corresponding Private Elements at such time, and (2) the maximum number of Units that may be constructed on those portions of the Additional Real Property, if any, that have not been, but still may be, incorporated into the Parcel at such time (for purposes of this clause (2), the maximum number of Units that may be constructed on the entire Parcel if all of the Additional Real Property is incorporated therein is one hundred forty-eight [148]).

6. Amendment of Article III, Section 6 of the By-Laws. The last sentence of the third literary paragraph of Article III, Section 6 of the By-Laws is hereby amended by deleting "ninety [90]" and substituting in lieu thereof "one hundred forty-eight [148])".

7. Amendment of Article IX, Section 3 of the By-Laws. The last sentence of Article IX, Section 3 of the By-Laws is hereby amended by deleting "ninety [90]" and substituting in lieu thereof "one hundred forty-eight [148])".

8. Supplementation of Exhibit C to Declaration. Exhibit C to the Declaration is hereby supplemented by adding thereto the additional property description set forth on Exhibit A to this Amendment.

9. Effect of Amendment; Continuing Effectiveness of Declaration. All provisions of the Declaration (including but not limited to the defined terms used therein) shall be construed in accordance with the amendments to the Declaration effected by this Amendment. As modified hereby, the Declaration and all provisions thereof shall continue in full force and effect in all respects.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned Unit Owner has executed this Amendment as of the date first above written.

ROCHFORD REALTY AND CONSTRUCTION CO., INC.

Charles K. Evans

Unit No(s). (see attached)

STATE OF TENNESSEE )

COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, CHARLES K. EVANS, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 1 day of November, 2002.

[Signature]  
Notary Public



My Commission Expires:  
March 29, 2003

Buildings and Pads Owned by Rochford Realty & Construction Company, Inc.:

Lot 512  
Lot 604  
Lot 606  
Lot 620  
Lot 622  
Lot 628  
Lot 630  
Lot 631  
Lot 636  
Lot 638  
Lot 644  
Lot 646  
Lot 649  
Lot 652  
Lot 654  
Lot 660  
Lot 662  
Lot 702  
Lot 704  
Lot 711  
Lot 713  
Lot 718  
Lot 720

IN WITNESS WHEREOF, the undersigned Unit Owner has executed this Amendment as of the date first above written.

Judy H. Gambill

Unit No(s). 303

STATE OF TENNESSEE )  
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, JUDY H. GAMBILL and \_\_\_\_\_, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 30 day of August, 2002.

J. Blumenthal  
Notary Public



My Commission Expires:  
March 29, 2003

IN WITNESS WHEREOF, the undersigned Unit Owner has executed this Amendment as of the date first above written.

Wade & Blum

Unit No(s). 310

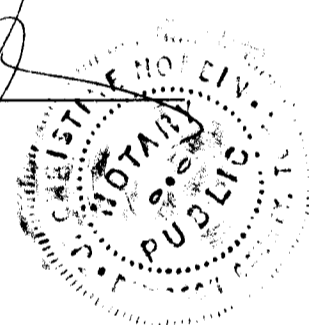
STATE OF TENNESSEE )

COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, WADE BLUM and \_\_\_\_\_, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 30 day of August, 2002.

[Signature]  
Notary Public



My Commission Expires:

March 29, 2003

IN WITNESS WHEREOF, the undersigned Unit Owner has executed this Amendment as of the date first above written.

Robbie TRAPP

Unit No(s). 312

Witness: Lita Jamison

STATE OF TENNESSEE )

COUNTY OF Rutherford

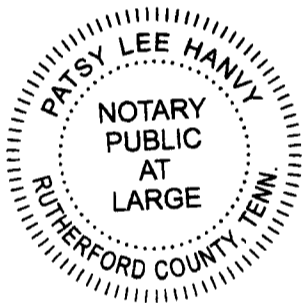
Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, Robbie TRAPP, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 28<sup>th</sup> day of October, 2002.

Patsy Lee Hanvy  
Notary Public

My Commission Expires:

3/19/06



IN WITNESS WHEREOF, the undersigned Unit Owner has executed this Amendment as of the date first above written.

Sue R. Blaylock  
Unit No(s). 328

STATE OF TENNESSEE )

COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, Sue R. Blaylock with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 8th day of October, 2002.

Lillian Franck  
Notary Public

My Commission Expires:

7-29-06





IN WITNESS WHEREOF, the undersigned Unit Owner has executed this Amendment as of the date first above written.

Mary Hayes  
Unit No(s). 329

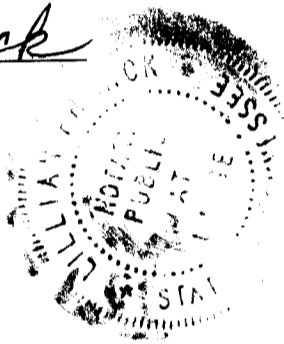
STATE OF TENNESSEE )

COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, Mary Hayes, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 8th day of October, 2002.

Lillian Franck  
Notary Public



My Commission Expires:

7-29-06

IN WITNESS WHEREOF, the undersigned Unit Owner has executed this Amendment as of the date first above written.

Jimmy M. Hand

Unit No(s). 335

STATE OF TENNESSEE )

COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, JIMMY M. HAND and \_\_\_\_\_, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 30 day of August, 2002.

[Signature]  
Notary Public



My Commission Expires:  
March 29, 2003

IN WITNESS WHEREOF, the undersigned Unit Owner has executed this Amendment as of the date first above written.

Bobby J. Bradbery

Unit No(s). 337 Forest Glen Cir.

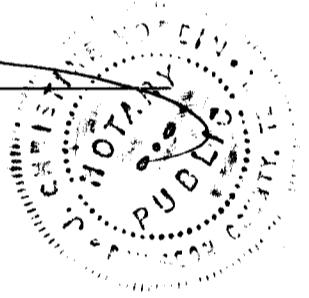
STATE OF TENNESSEE )

COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, Bobby Bradbery and \_\_\_\_\_, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 30 day of August, 2002.

[Signature]  
Notary Public



My Commission Expires:  
March 29, 2003

IN WITNESS WHEREOF, the undersigned Unit Owner has executed this Amendment as of the date first above written.

Mildred Reed

Unit No(s). 360

STATE OF TENNESSEE )

COUNTY OF Durham

Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, Mildred Reed, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 8th day of October, 2002.

Lillian Franck  
Notary Public

My Commission Expires:

7-29-08



IN WITNESS WHEREOF, the undersigned Unit Owner has executed this Amendment as of the date first above written.

David H. Grubbs

Sue S. Grubbs

Unit No(s). 362

STATE OF TENNESSEE )

COUNTY OF Rutherford

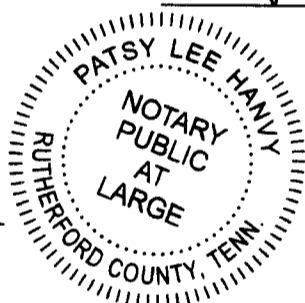
Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, David H. Grubbs and Sue S. Grubbs, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 1st day of September 2002.

Patsy Lee Haney  
Notary Public

My Commission Expires:

3/19/06



IN WITNESS WHEREOF, the undersigned Unit Owner has executed this Amendment as of the date first above written.

[Signature]

Marianne N Batey

Unit No(s). 370

STATE OF TENNESSEE )

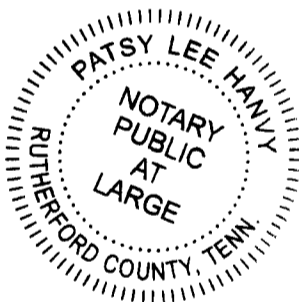
COUNTY OF Rutherford

Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, ROBERT T. BATEY and MARIANNE N. BATEY with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 1st day of September 2002.

Patsy Lee Haney  
Notary Public

My Commission Expires:  
3/19/06



IN WITNESS WHEREOF, the undersigned Unit Owner has executed this Amendment as of the date first above written.

Maymie L Patton

Unit No(s). 404

STATE OF TENNESSEE )

COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, Maymie L. Patton, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 8th day of October, 2002.

Lillian Franck  
Notary Public

My Commission Expires:

7-29-06



IN WITNESS WHEREOF, the undersigned Unit Owner has executed this Amendment as of the date first above written.

Janice D Cole  
Unit No(s). 406

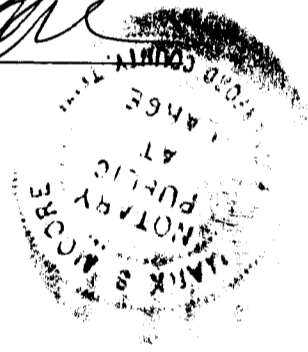
STATE OF TENNESSEE )

COUNTY OF TENNESSEE

Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, Janice D. Cole, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 18 day of December, 2002.

[Signature]  
Notary Public



My Commission Expires:  
1-11-2003



IN WITNESS WHEREOF, the undersigned Unit Owner has executed this Amendment as of the date first above written.

Lillie M. Hill  
Unit No(s). 413

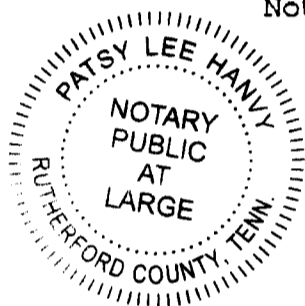
STATE OF TENNESSEE )  
COUNTY OF Rutherford )

Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, Lillie M. Hill, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 17<sup>th</sup> day of October, 2002.

Patsy Lee Hanvy  
Notary Public

My Commission Expires:  
3/19/06



IN WITNESS WHEREOF, the undersigned Unit Owner has executed this Amendment as of the date first above written.

Sandra Hand

Unit No(s). # 428

STATE OF TENNESSEE )

COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, Sandra Hand, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 8th day of October, 2002.

Lillian Franck  
Notary Public

My Commission Expires:

7-29-06



IN WITNESS WHEREOF, the undersigned Unit Owner has executed this Amendment as of the date first above written.

Janice C. Cox  
Unit No(s). 438

STATE OF TENNESSEE )

COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, Janice C. Cox, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 8th day of October 2002.

Lillian Franck  
Notary Public

My Commission Expires:

7-29-06



IN WITNESS WHEREOF, the undersigned Unit Owner has executed this Amendment as of the date first above written.

Shirley I Davis

Unit No(s). 441

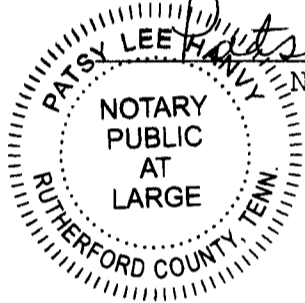
Witness: Lita Hamilton

STATE OF TENNESSEE )

COUNTY OF Rutherford

Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, Shirley I. DAVIS, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 26<sup>th</sup> day of October, 2002.

Patsy Lee Haney  
Notary Public  


My Commission Expires:

3/19/06

IN WITNESS WHEREOF, the undersigned Unit Owner has executed this Amendment as of the date first above written.

Shirley Cantrell  
Unit No(s). 504

STATE OF TENNESSEE )

COUNTY OF Rutherford

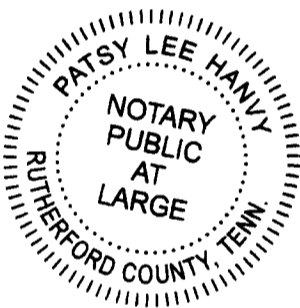
Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, Shirley Cantrell, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 17<sup>th</sup> day of October, 2002.

Patsy Lee Hanvy  
Notary Public

My Commission Expires:

3/19/06



IN WITNESS WHEREOF, the undersigned Unit Owner has executed this Amendment as of the date first above written.

Doris Bagwell

Unit No(s). 510

STATE OF TENNESSEE )

COUNTY OF Rutherford

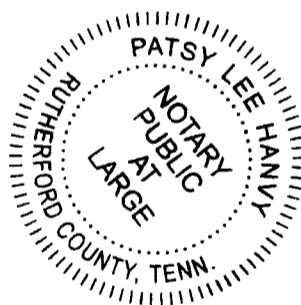
Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, Doris Bagwell and \_\_\_\_\_, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 31st day of August, 2002.

Patsy Lee Hanvy  
Notary Public

My Commission Expires:

3/19/06



IN WITNESS WHEREOF, the undersigned Unit Owner has executed this Amendment as of the date first above written.

Sarah M. White  
Unit No(s). 513

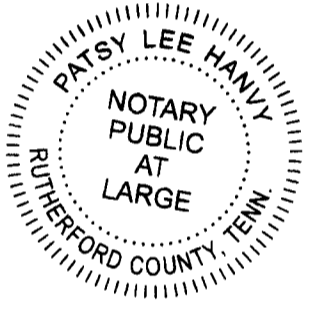
STATE OF TENNESSEE )  
COUNTY OF Rutherford

Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, Sarah M. White, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 17th day of October, 2002.

Patsy Lee Hanvy  
Notary Public

My Commission Expires:  
3/19/06



IN WITNESS WHEREOF, the undersigned Unit Owner has executed this Amendment as of the date first above written.

L.B. Bigham

Unit No(s). 518

STATE OF TENNESSEE )  
COUNTY OF Rutherford

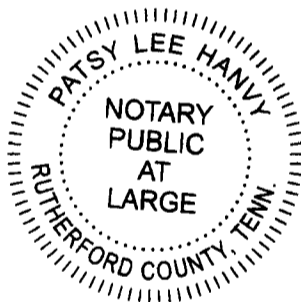
Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, L.B. Bigham and \_\_\_\_\_ with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 31st day of August, 2002.

Patsy Lee Hanvy  
Notary Public

My Commission Expires:

3/19/06





IN WITNESS WHEREOF, the undersigned Unit Owner has executed this Amendment as of the date first above written.

Kathryn R. Brown  
Unit No(s). 527  
Witness \_\_\_\_\_

STATE OF TENNESSEE )

COUNTY OF Rutherford

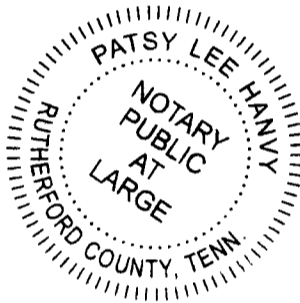
Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, Kathryn R. BROWN, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 10<sup>th</sup> day of October, 2002.

Patsy Lee Haney  
Notary Public

My Commission Expires:

3/19/06



IN WITNESS WHEREOF, the undersigned Unit Owner has executed this Amendment as of the date first above written.

Frank M. Murry

Unit No(s). 528

STATE OF TENNESSEE )

COUNTY OF Rutherford

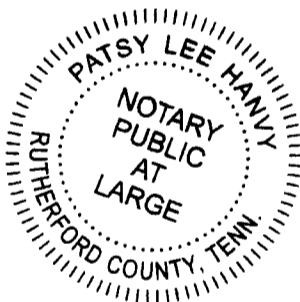
Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, FRANK McMURRY and \_\_\_\_\_, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 31st day of August, 2002.

Patsy Lee Hanvy  
Notary Public

My Commission Expires:

3/19/06



IN WITNESS WHEREOF, the undersigned Unit Owner has executed this Amendment as of the date first above written.

Ann Hood  
Unit No(s). 529

STATE OF TENNESSEE )

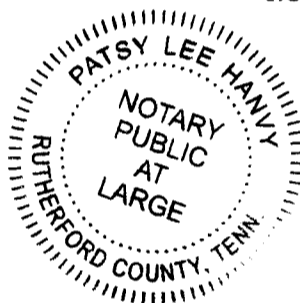
COUNTY OF Rutherford

Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, ANN HOOD, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 17th day of October, 2002.

Patsy Lee Hanvy  
Notary Public

My Commission Expires:  
3/19/06



IN WITNESS WHEREOF, the undersigned Unit Owner has executed this Amendment as of the date first above written.

Abner L. Howard

Unit No(s). # 534

STATE OF TENNESSEE )

COUNTY OF Rutherford

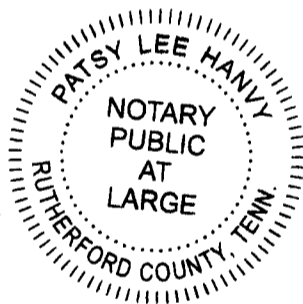
Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, Donna L. Holland and \_\_\_\_\_, with whom I am personally acquainted, and who acknowledged that She executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 1st day of September 2002.

Patsy Lee Haney  
Notary Public

My Commission Expires:

3/19/06



IN WITNESS WHEREOF, the undersigned Unit Owner has executed this Amendment as of the date first above written.

Burma Powell

Unit No(s). 611

STATE OF TENNESSEE )

COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, Burma Powell, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 8<sup>th</sup> day of October, 2002.

Lillian Franck

Notary Public

My Commission Expires:

7-29-06



IN WITNESS WHEREOF, the undersigned Unit Owner has executed this Amendment as of the date first above written.

John A. Fairman  
Unit No(s). 612

STATE OF TENNESSEE )

COUNTY OF Davidson

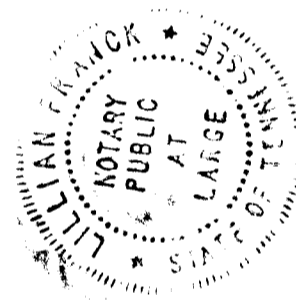
Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, John Fairman, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 8th day of October, 2002.

Lillian Franck  
Notary Public

My Commission Expires:

7-29-06



IN WITNESS WHEREOF, the undersigned Unit Owner has executed this Amendment as of the date first above written.

Janice Minnick  
Unit No(s). 614

STATE OF TENNESSEE )  
COUNTY OF Davidson )

Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, Janice Minnick, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 8th day of October, 2002.

Lillian Franck  
Notary Public

My Commission Expires:  
7-29-06



IN WITNESS WHEREOF, the undersigned Unit Owner has executed this Amendment as of the date first above written.

Sean K. Bright

Unit No(s). 625

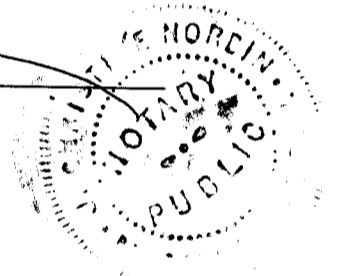
STATE OF TENNESSEE )

COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, SEAN K BRIGHT and \_\_\_\_\_, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 30 day of August, 2002.

[Signature]  
Notary Public



My Commission Expires:

March 29, 2003



IN WITNESS WHEREOF, the undersigned Unit Owner has executed this Amendment as of the date first above written.

Robert L. Seale

Unit No(s). 633

STATE OF TENNESSEE )

COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, Robert L. Seale, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 8th day of October, 2002.

Lillian Franck  
Notary Public

My Commission Expires:

7-29-06



IN WITNESS WHEREOF, the undersigned Unit Owner has executed this Amendment as of the date first above written.

Mazie E. Simmons

Unit No(s). 639

STATE OF TENNESSEE )

COUNTY OF Rutherford

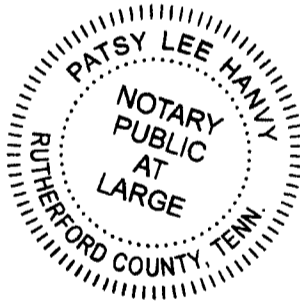
Personally appeared before me, the undersigned, a Notary Public having authority in, and for the State and County aforesaid, Mazie E. SIMMONS and \_\_\_\_\_, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 31st day of August, 2002.

Patsy Lee Hanvy  
Notary Public

My Commission Expires:

3/19/06



IN WITNESS WHEREOF, the undersigned Unit Owner has executed this Amendment as of the date first above written.

Kathleen Simmons

Unit No(s). 641

STATE OF TENNESSEE )

COUNTY OF Rutherford

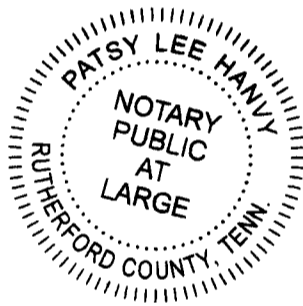
Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, Kathleen Simmons, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 17th day of October 2002.

Patsy Lee Hanvy  
Notary Public

My Commission Expires:

3/19/06



IN WITNESS WHEREOF, the undersigned Unit Owner has executed this Amendment as of the date first above written.

Mrs. Robert Booker

Unit No(s). 647

STATE OF TENNESSEE )

COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, Robert Booker, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 8th day of October, 2002.

Lillian Franck  
Notary Public

My Commission Expires:

7-29-06



IN WITNESS WHEREOF, the undersigned Unit Owner has executed this Amendment as of the date first above written.

Gwendolyn H. Boyd

Unit No(s). #712

STATE OF TENNESSEE )

COUNTY OF Rutherford

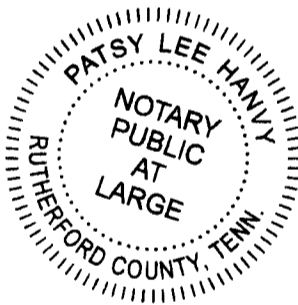
Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, Gwendolyn H. Boyd and \_\_\_\_\_, with whom I am personally acquainted, and who acknowledged that She executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 1st day of September 2002.

Patsy Lee Haney  
Notary Public

My Commission Expires:

3/19/06



IN WITNESS WHEREOF, the undersigned Unit Owner has executed this Amendment as of the date first above written.

Mary Kirk (Margaret Schachtner)  
Unit No(s). 712

STATE OF TENNESSEE )

COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, Margaret Schachtner with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 8th day of October, 2002.

Lillian Franck  
Notary Public

My Commission Expires:

7-29-06



IN WITNESS WHEREOF, the undersigned Unit Owner has executed this Amendment as of the date first above written.

Aki Dean

Unit No(s). 725

STATE OF TENNESSEE )

COUNTY OF Rutherford

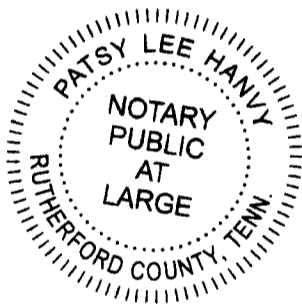
Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, Aki Dean and \_\_\_\_\_, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 31st day of August, 2002.

Patsy Lee Haney  
Notary Public

My Commission Expires:

3/19/06



IN WITNESS WHEREOF, the undersigned Unit Owner has executed this Amendment as of the date first above written.

Robert C. Muehl  
Unit No(s). 727

STATE OF TENNESSEE )  
COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, Robert Muehl, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 8th day of October, 2002.

Lillian Franck  
Notary Public

My Commission Expires:  
July 29, 2006





IN WITNESS WHEREOF, the undersigned Unit Owner has executed this Amendment as of the date first above written.

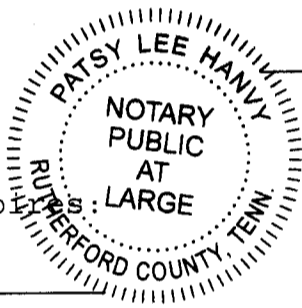
Jess E. Baker  
Unit No(s). 726

STATE OF TENNESSEE )

COUNTY OF Rutherford

Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, Jess E Baker, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 24th day of October, 2002.



Patsy Lee Hanvy  
Notary Public

My Commission Expires:

3/19/06

IN WITNESS WHEREOF, the undersigned Unit Owner has executed this Amendment as of the date first above written.

Sewell J. Summers  
Unit No(s). # 728

STATE OF TENNESSEE )

COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, Sewell Summers, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 8th day of October, 2002.

Lillian Franck  
Notary Public

My Commission Expires:

7-29-06



EXHIBIT A

Additional Property Description

Property Description  
Middle Tennessee Development Co., LLC  
Tax Map 125, Part of Parcel 5.03  
Part of Deed Book 656, Page 105

Record Book  
240 Pg 1837

Proposed Cottages at Innsbrooke, Phase III

Located in the 11<sup>th</sup> Civil District of Rutherford County, Tennessee. Bound on the north by Chenoweth Point, Section I, Phase II (Plat Book 22, Page 89) and The Cottages at Indian Park; on the east by the Cottages at Innsbrooke, Phase II and Innsbrooke, Section VI, Phase II (Plat Book 25, Page 16); on the south by Innsbrooke, Section VI, Phase III (Plat Book 25, Page 73); and on the west by Chenoweth Pointe, Section III, Phase II, (Plat Book 24, Page 28), Chenoweth Pointe, Section III, Phase I (Plat Book 23, Page 213), Chenoweth Pointe, Section II, Phase II (Plat Book 23, Page 29) and Chenoweth Point, Section II, Phase I (Plat Book 23, Page 17).

**Beginning** at an point in the northeast terminus of Vicwood Drive, lying 148.56 feet north of the intersection of Schoolside Street and Vicwood Drive, said pin being the northernmost corner of Lot 218, Innsbrooke, Section VI, Phase III; thence crossing the north terminus of Vicwood Drive, N-52°25'24"-W, 40.06 feet to a point in the east line of Lot 227, Innsbrooke, Section VI, Phase III; thence with the east line of Lot 227, N-40°36'30"-E, 10.07 feet to a point; thence with the north line of Lot 227, N-52°43'20"-W, 10.48 feet to a point; thence continuing with the north line of Lot 227, N-76°16'11"-W, 76.80 feet to a point; thence S-88°43'43"-W, 97.38 feet to a point; thence S-76°38'55"-W, 46.33 feet to a point; thence with the north line of Lot 226, Innsbrooke, Section VI, Phase III, S-76°38'55"-W, 96.13 feet to a point, being the southwest corner of this tract; thence with the east line of Chenoweth Pointe, Section III, Phase II, Section III, Phase I, Section II, Phase II, and Section II, Phase I, respectively, N-03°18'21"-E, 831.87 feet to a point; thence continuing with the east line of Chenoweth Pointe, Section II, Phase I, N-03°28'38"-E, 100.24 feet to a point; thence N-02°34'46"-E, 16.76 feet to a point, being the northwest corner of this tract; thence with the south line of Chenoweth Point, Section I, Phase II, S-87°18'05"-E, 327.38 feet to a point; thence with the south line of The Cottages at Indian Park, S-87°22'39"-E, 189.65 feet to a point, being the northeast corner of this tract; thence with the west line of The Cottages at Innsbrooke, Phase II, S-03°09'31"-W, 974.83 feet to a point; thence with the west line of Innsbrooke, Section VI, Phase II, S-04°25'34"-W, 124.15 feet to a point in the north line of Lot 216, Innsbrooke, Section VI, Phase III, being the southeast corner of this tract; thence with the north line of Innsbrooke, Section VI, Phase III, N-39°30'43"-W, 27.29 feet to a point; thence continuing with the north line of Section VI, Phase III, N-43°36'24"-W, 95.95 feet to a point; thence N-52°25'24"-W, 101.37 feet to the point at the point of beginning, containing 11.34 acres, more or less.

This tract is subject to all easements and/or restrictions either recorded or by prescription that a complete title search may reveal.

Prepared By:  
Huddleston-Steele Engineering, Inc.  
2115 Northwest Broad Street  
Murfreesboro, Tennessee 37129



THIS INSTRUMENT PREPARED BY:  
BASS, BERRY & SIMS PLC (JST)  
315 Deaderick Street, 27th Fl.  
Nashville, Tennessee 37238

**TENTH AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE COTTAGES AT INNSBROOKE**

**THIS TENTH AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**, dated May 13, 2003, is made and  
entered into by ROCHFORD REALTY AND CONSTRUCTION CO., INC., a  
Tennessee corporation (together with its successors, successors-  
in-title and assigns, herein referred to as "Declarant").

**RECITALS:**

1. Pursuant to that certain Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated December 19, 1997, made and entered into by Declarant, of record in Deed Book 613, page 203, Register's Office for Rutherford County, Tennessee, as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated March 19, 1998, made and entered into by Declarant, of record in Deed Book 618, page 773, said Register's Office, as further amended by Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated November 10, 1998, made and entered into by Declarant, of record in Deed Book 637, page 159, said Register's Office, as further amended by Third Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated February 22, 1999, made and entered into by Declarant, of record in Deed Book 643, page 539, said Register's Office, as further amended by Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated July 1, 1999, made and entered into by Declarant, of record in Deed Book 654, page 762, said Register's Office, as further amended by Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated December 28, 1999, made and entered into by

Declarant, of record in Deed Book 668, page 303, said Register's Office, as further amended by Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated September 21, 2000, made and entered into by Declarant, of record in Record Book 26, page 2299, said Register's Office, as further amended by Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated March 6, 2001, made and entered into by Declarant, of record in Record Book 51, page 2447, said Register's Office, as further amended by Eighth Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated May 7, 2002, made and entered into by Declarant, of record in Record Book 156, page 2808, said Register's Office, as further amended by Ninth Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated November 1, 2002, made and entered into by Declarant, of record in Record Book 240, page 1791, said Register's Office (as the same heretofore has been or hereafter may be amended, modified or supplemented from time to time, herein referred to as the "Declaration"; capitalized terms used but not otherwise defined herein shall have the meanings assigned thereto in the Declaration), Declarant has submitted the Parcel and the rest of the Property to the Act and the provisions of the Declaration for the purposes set forth therein.

2. Declarant desires to execute and deliver this Amendment in order to amend the definition of "Plat" set forth in the Declaration and in order to incorporate in the Parcel and the Property a portion of the Additional Property, all as more particularly hereinafter set forth.

**DECLARATION:**

**NOW, THEREFORE**, pursuant to the provisions of Paragraphs 21 and 29 of the Declaration, Declarant hereby declares as follows:

1. Amendment of Definition of "Plat". The definition of "Plat" set forth in the Declaration is hereby amended to read as follows:

"Plat" means, collectively:

(1) the Final Plat - Section I, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 18, page 312,

- (2) the Final Plat - Section II, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 18, page 332,
- (3) the plat of Section I, Phase I, 8 Units, 327, 329, 360, 362, Section II, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 21, page 31,
- (4) the plat of Section II, Phase I, Units 335 & 337, The Cottages at Innsbrooke, of Record in Plat Book 21, page 77,
- (5) the plat of Section III, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 21, page 80,
- (6) the plat of Section II, Phase I, Units 368 & 370, The Cottages at Innsbrooke, of Record in Plat Book 21, page 105,
- (7) the plat of Sections IV & V, Phase I, and Section I, Phase II, The Cottages at Innsbrooke, of Record in Plat Book 21, page 140,
- (8) the plat of Section III, Phase I, Units 310, 312, 318, 320, 328 & 330, The Cottages at Innsbrooke, of Record in Plat Book 21, page 141,
- (9) the plat of Section III, Phase I and Section IV, Phase I, Units 338 & 340, The Cottages at Innsbrooke, of Record in Plat Book 21, page 180,
- (10) the plat of Resubdivision Section I, Phase II, and Section V, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 22, page 30,
- (11) the plat of Section IV, Phase I, Units 411, 413, 421 & 423, The Cottages at Innsbrooke, of Record in Plat Book 22, page 40,
- (12) the plat of Section IV, Phase II, Units 404, 406, 412, 414, 420 & 422, The Cottages at Innsbrooke, of Record in Plat Book 22, page 52,
- (13) the plat of Section I, Phase II, and Section V, Phase I, Units 436, 438, 511 & 513, The Cottages at Innsbrooke, of Record in Plat Book 22, page 78,

- (14) the plat of Section V, Phase I, Units 428, 430, 441 & 443, The Cottages at Innsbrooke, of Record in Plat Book 23, page 36,
- (15) the plat of Section V, Phase II, and the 2nd Resubdivision of Section I, Phase II, The Cottages at Innsbrooke, of Record in Plat Book 23, page 79,
- (16) the plat of Section V, Phase I & Section V, Phase II, Units 444, 446, 502, 504, 527 & 529, The Cottages at Innsbrooke, of Record in Plat Book 23, page 206,
- (17) the plat of Section V, Phase II, Units 526 & 528, The Cottages at Innsbrooke, of Record in Plat Book 23, page 290,
- (18) the plat of Section V, Phase II, Units 510, 512, 518 & 520, The Cottages at Innsbrooke, of Record in Plat Book 24, page 134,
- (19) the Final Plat, Section VI, Phase II, The Cottages at Innsbrooke, of Record in Plat Book 24, page 164,
- (20) the Condominium Plat, Section VI, Phase II, Units 609 & 611, The Cottages at Innsbrooke, of Record in Plat Book 24, page 221,
- (21) the Final Plat, Section VII, Phase II, The Cottages at Innsbrooke, of Record in Plat Book 24, page 298,
- (22) the Condominium Plat, Section VII, Phase II, Units 534, 536, 647 & 649 & Club House of Section II, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 25, page 61,
- (23) the Final Plat, Section VIII, Phase II and Amendment Plat, Section VII, Phase II (Previous Unit Numbers 710 and 712), The Cottages at Innsbrooke, of Record in Plat Book 25, page 72,
- (24) the Condominium Plat, Section VIII, Phase II, Units 612, 614, 623 & 625, The Cottages at Innsbrooke, of Record in Plat Book 25, page 149,



(25) the Condominium Plat, Section IX, Phase II, Units 631, 633, 639 & 641, The Cottages at Innsbrooke, of Record in Plat Book 25, page 224,

(26) the Condominium Plat, Section VII, Phase II, Units 660 & 662, Section X, Phase II, Units 702, 704, 711, 713 and Re-Subdivision of Common Area for Section VII, Phase II, Units 647, 649 and Section X, Phase II, Units 711 and 713, The Cottages at Innsbrooke, of Record in Plat Book 26, page 16,

(27) the Final Plat, Section XI, Phase II, Units 604, 606, 628, 630, 644, 646, 718 & 720, The Cottages at Innsbrooke, of Record in Plat Book 26, page 30, and

(28) the Condominium Plat, Section XI, Phase II, Units 604, 606, 644, 646, 718 & 720, Section X, Phase II, Units 652 and 654, and the Re-Subdivision of Section IX, Phase II, Unit 639 and Common Area, of Record in Plat Book 26, page 104,

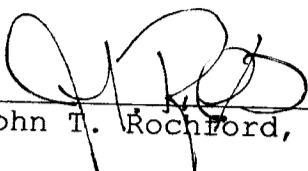
as the same from time to time hereafter may be supplemented, revised or amended pursuant to the provisions of this Declaration (including Paragraph 29), showing the Parcel, the number of each Unit and the area, location and other data necessary for identification of each Unit.

2. Supplementation of Exhibit A to Declaration.  
Exhibit A to the Declaration is hereby supplemented by adding thereto the additional property description set forth as Exhibit A to this Amendment.

3. Effect of Amendment; Continuing Effectiveness of Declaration. All provisions of the Declaration (including but not limited to the defined terms used therein) shall be construed in accordance with the amendments to the Declaration effected by this Amendment. As modified hereby, the Declaration and all provisions thereof shall continue in full force and effect in all respects.

**IN WITNESS WHEREOF**, Declarant has caused this Amendment to be executed by its duly authorized officer on the date first above written.

ROCHFORD REALTY AND CONSTRUCTION  
CO., INC.

By:   
John T. Rochford, President

STATE OF TENNESSEE )

COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, John T. Rochford, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the President of ROCHFORD REALTY AND CONSTRUCTION CO., INC., the within-named bargainor, a corporation, and is authorized by the corporation to execute this instrument on behalf of the corporation.

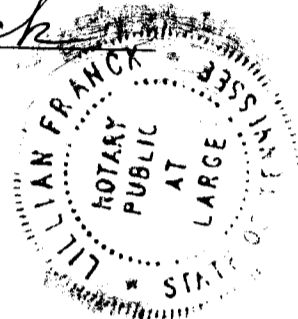
WITNESS my hand, at office, this 13<sup>th</sup> day of May, 2003.

*Lillian Franck*

Notary Public

My Commission Expires:

7-29-06



**EXHIBIT A**

**[Description of Parcel, Continued]**

LAND located in the 11th Civil District of Rutherford County, State of Tennessee, more particularly described as follows:

BEING Lot Nos. 631, 633, 639 and 641 on the Plan of The Cottages at Innsbrooke, as shown on plat of record in Plat Book 24, page 298, as amended in Plat Book 25, page 72, Register's Office for Rutherford County, Tennessee, to which plat reference is here made for a more complete description of said property.

BEING THE SAME property conveyed to Rochford Realty and Construction Co., Inc., a Tennessee corporation, by deed from Middle Tennessee Development Company, L.L.C., a Tennessee limited liability company, of record in Record Book 153, page 2723, Register's Office for Rutherford County, Tennessee.

**[Exhibit A continued next page]**

**EXHIBIT A**

**[Description of Parcel, Continued]**

LAND located in the 11th Civil District of Rutherford County, State of Tennessee, more particularly described as follows:

BEING Lot Nos. 660 and 662 on the Plan of The Cottages at Innsbrooke, Section VII, Phase II, of record in Plat Book 25, page 72, Register's Office for Rutherford County, Tennessee, to which plat reference is here made for a more complete description of said property.

BEING THE SAME property conveyed to Rochford Realty and Construction Co., Inc., a Tennessee corporation, by deed from Middle Tennessee Development Company, L.L.C., a Tennessee limited liability company, of record in Record Book 183, page 1163, Register's Office for Rutherford County, Tennessee.

**[Exhibit A continued next page]**

**EXHIBIT A**

**[Description of Parcel, Continued]**

LAND located in the 11th Civil District of Rutherford County, State of Tennessee, more particularly described as follows:

BEING Lot Nos. 604, 606, 628, 630, 644, 646, 718 and 720 on the Final Plat, Section XI, Phase II, The Cottages at Innsbrooke, of record in Plat Book 26, page 30, Register's Office for Rutherford County, Tennessee, to which plat reference is here made for a more complete description of said property.

BEING THE SAME property conveyed to Rochford Realty and Construction Co., Inc., a Tennessee corporation, by deed from Middle Tennessee Development Company, L.L.C., a Tennessee limited liability company, of record in Record Book 214, page 689, Register's Office for Rutherford County, Tennessee.

**Record Book  
267 Pgs 2010**

Jennifer M Gerhart, Register  
Rutherford County Tennessee  
Rec #: 342530 Instrument 1198135  
Rec'd: 50.00 NBk: 69 Pg 705  
State: 0.00  
Clerk: 0.00 Recorded  
EDP: 2.00 5/23/2003 at 9:00 am  
Total: 52.00 in Record Book  
267 Pages 2001-2010

THIS INSTRUMENT PREPARED BY:  
BASS, BERRY & SIMS PLC (JST)  
315 Deaderick Street, 27th Fl.  
Nashville, Tennessee 37238

**TENTH AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE COTTAGES AT INNSBROOKE**

**THIS TENTH AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**, dated NOVEMBER 6<sup>th</sup>, 2003, is made  
and entered into by ROCHFORD REALTY AND CONSTRUCTION CO., INC.,  
a Tennessee corporation (together with its successors,  
successors-in-title and assigns, herein referred to as  
"Declarant").

**RECITALS:**

1. Pursuant to that certain Declaration of Covenants,  
Conditions and Restrictions for The Cottages at Innsbrooke dated  
December 19, 1997, made and entered into by Declarant, of record  
in Deed Book 613, page 203, Register's Office for Rutherford  
County, Tennessee, as amended by First Amendment to Declaration  
of Covenants, Conditions and Restrictions for The Cottages at  
Innsbrooke dated March 19, 1998, made and entered into by  
Declarant, of record in Deed Book 618, page 773, said Register's  
Office, as further amended by Second Amendment to Declaration of  
Covenants, Conditions and Restrictions for The Cottages at  
Innsbrooke dated November 10, 1998, made and entered into by  
Declarant, of record in Deed Book 637, page 159, said Register's  
Office, as further amended by Third Amendment to Declaration of  
Covenants, Conditions and Restrictions for The Cottages at  
Innsbrooke dated February 22, 1999, made and entered into by  
Declarant, of record in Deed Book 643, page 539, said Register's  
Office, as further amended by Fourth Amendment to Declaration of  
Covenants, Conditions and Restrictions for The Cottages at  
Innsbrooke dated July 1, 1999, made and entered into by  
Declarant, of record in Deed Book 654, page 762, said Register's  
Office, as further amended by Fifth Amendment to Declaration of  
Covenants, Conditions and Restrictions for The Cottages at

Innsbrooke dated December 28, 1999, made and entered into by Declarant, of record in Deed Book 668, page 303, said Register's Office, as further amended by Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated September 21, 2000, made and entered into by Declarant, of record in Record Book 26, page 2299, said Register's Office, as further amended by Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated March 6, 2001, made and entered into by Declarant, of record in Record Book 51, page 2447, said Register's Office, as further amended by Eighth Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated May 7, 2002, made and entered into by Declarant, of record in Record Book 156, page 2808, said Register's Office, as further amended by Ninth Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated November 1, 2002, made and entered into by Declarant, of record in Record Book 240, page 1791, said Register's Office (as the same heretofore has been or hereafter may be amended, modified or supplemented from time to time, herein referred to as the "Declaration"; capitalized terms used but not otherwise defined herein shall have the meanings assigned thereto in the Declaration), Declarant has submitted the Parcel and the rest of the Property to the Act and the provisions of the Declaration for the purposes set forth therein.

2. Declarant desires to execute and deliver this Amendment in order to amend the definition of "Plat" set forth in the Declaration and in order to incorporate in the Parcel and the Property the Additional Property, all as more particularly hereinafter set forth.

**DECLARATION:**

**NOW, THEREFORE**, pursuant to the provisions of Paragraphs 21 and 29 of the Declaration, Declarant hereby declares as follows:

1. Amendment of Definition of "Plat". The definition of "Plat" set forth in the Declaration is hereby amended to read as follows:

"Plat" means, collectively:

(1) the Final Plat - Section I, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 18, page 312,



(2) the Final Plat - Section II, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 18, page 332,

(3) the plat of Section I, Phase I, 8 Units, 327, 329, 360, 362, Section II, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 21, page 31,

(4) the plat of Section II, Phase I, Units 335 & 337, The Cottages at Innsbrooke, of Record in Plat Book 21, page 77,

(5) the plat of Section III, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 21, page 80,

(6) the plat of Section II, Phase I, Units 368 & 370, The Cottages at Innsbrooke, of Record in Plat Book 21, page 105,

(7) the plat of Sections IV & V, Phase I, and Section I, Phase II, The Cottages at Innsbrooke, of Record in Plat Book 21, page 140,

(8) the plat of Section III, Phase I, Units 310, 312, 318, 320, 328 & 330, The Cottages at Innsbrooke, of Record in Plat Book 21, page 141,

(9) the plat of Section III, Phase I and Section IV, Phase I, Units 338 & 340, The Cottages at Innsbrooke, of Record in Plat Book 21, page 180,

(10) the plat of Resubdivision Section I, Phase II, and Section V, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 22, page 30,

(11) the plat of Section IV, Phase I, Units 411, 413, 421 & 423, The Cottages at Innsbrooke, of Record in Plat Book 22, page 40,

(12) the plat of Section IV, Phase II, Units 404, 406, 412, 414, 420 & 422, The Cottages at Innsbrooke, of Record in Plat Book 22, page 52,

(13) the plat of Section I, Phase II, and Section V, Phase I, Units 436, 438, 511 & 513, The Cottages at Innsbrooke, of Record in Plat Book 22, page 78,

(14) the plat of Section V, Phase I, Units 428, 430, 441 & 443, The Cottages at Innsbrooke, of Record in Plat Book 23, page 36,

(15) the plat of Section V, Phase II, and the 2nd Resubdivision of Section I, Phase II, The Cottages at Innsbrooke, of Record in Plat Book 23, page 79,

(16) the plat of Section V, Phase I & Section V, Phase II, Units 444, 446, 502, 504, 527 & 529, The Cottages at Innsbrooke, of Record in Plat Book 23, page 206,

(17) the plat of Section V, Phase II, Units 526 & 528, The Cottages at Innsbrooke, of Record in Plat Book 23, page 290,

(18) the plat of Section V, Phase II, Units 510, 512, 518 & 520, The Cottages at Innsbrooke, of Record in Plat Book 24, page 134,

(19) the Final Plat, Section VI, Phase II, The Cottages at Innsbrooke, of Record in Plat Book 24, page 164,

(20) the Condominium Plat, Section VI, Phase II, Units 609 & 611, The Cottages at Innsbrooke, of Record in Plat Book 24, page 221,

(21) the Final Plat, Section VII, Phase II, The Cottages at Innsbrooke, of Record in Plat Book 24, page 298,

(22) the Condominium Plat, Section VII, Phase II, Units 534, 536, 647 & 649 & Club House of Section II, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 25, page 61,

(23) the Final Plat, Section VIII, Phase II and Amendment Plat, Section VII, Phase II (Previous Unit Numbers 710 and 712), The Cottages at Innsbrooke, of Record in Plat Book 25, page 72, and

(24) the Horizontal Property Regime Private Element Plat, Cottages at Innsbrooke, Phase III, of Record in Plat Book 27, page 28.

as the same from time to time hereafter may be supplemented, revised or amended pursuant to the provisions of this Declaration (including Paragraph 29), showing the Parcel, the number of each Unit and the area, location and other data necessary for identification of each Unit.

2. Supplementation of Exhibit A to Declaration.  
Exhibit A to the Declaration is hereby supplemented by adding thereto the additional property description set forth as Exhibit A to this Amendment.

3. Effect of Amendment; Continuing Effectiveness of Declaration. All provisions of the Declaration (including but not limited to the defined terms used therein) shall be construed in accordance with the amendments to the Declaration effected by this Amendment. As modified hereby, the Declaration and all provisions thereof shall continue in full force and effect in all respects.

**IN WITNESS WHEREOF**, Declarant has caused this Amendment to be executed by its duly authorized officer on the date first above written.

ROCHFORD REALTY AND CONSTRUCTION  
CO., INC.

By: \_\_\_\_\_

  
John T. Rochford, President

The undersigned, MIDDLE TENNESSEE DEVELOPMENT COMPANY, L.L.C., a Tennessee limited liability company ("MTDC"), hereby joins in this Amendment for the purpose of subjecting to the Declaration all right, title and interest of MTDC in, to and under the property described on Exhibit A to this Amendment. MTDC acknowledges and agrees that this property is and shall be subject to the Declaration in all respects in the same manner as if MTDC had been the Declarant thereunder; provided that MTDC does not hereby or otherwise undertake any duty, responsibility, liability or obligation of the Declarant under the Declaration.

MIDDLE TENNESSEE DEVELOPMENT  
COMPANY, L.L.C.

By: E. Lloyd Wood  
Name: E. Lloyd Wood  
Title: Chief Manager

STATE OF TENNESSEE )

COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, John T. Rochford, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the President of ROCHFORD REALTY AND CONSTRUCTION CO., INC., the within-named bargainer, a corporation, and is authorized by the corporation to execute this instrument on behalf of the corporation.

WITNESS my hand, at office, this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

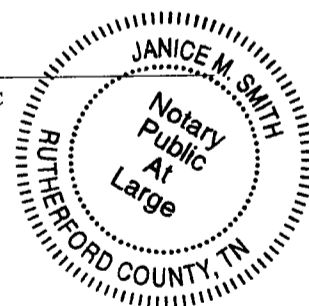
STATE OF TENNESSEE )

COUNTY OF Rutherford )

Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, E. Lloyd Wood, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Chief Manager of MIDDLE TENNESSEE DEVELOPMENT COMPANY, L.L.C., the within-named bargainer, a limited liability company, and is authorized by the limited liability company to execute this instrument on behalf of the limited liability company.

WITNESS my hand, at office, this 5<sup>th</sup> day of November, 2003.

Janice M. Smith  
Notary Public



My Commission Expires:

10-23-06

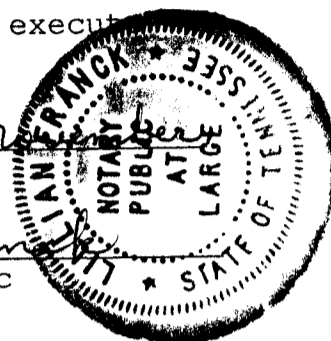
STATE OF TENNESSEE )

COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, John T. Rochford, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the President of ROCHFORD REALTY AND CONSTRUCTION CO., INC., the within-named bargainer, a corporation, and is authorized by the corporation to execute this instrument on behalf of the corporation.

WITNESS my hand, at office, this 6th day of July 2003.

Lillian Franck  
Notary Public



My Commission Expires:

July 29, 2006

STATE OF TENNESSEE )

COUNTY OF \_\_\_\_\_ )

Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, \_\_\_\_\_, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the \_\_\_\_\_ of MIDDLE TENNESSEE DEVELOPMENT COMPANY, L.L.C., the within-named bargainer, a limited liability company, and is authorized by the limited liability company to execute this instrument on behalf of the limited liability company.

WITNESS my hand, at office, this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

EXHIBIT A

[Description of Parcel, Continued]

Record Book  
334 Pg 1682

Property Description  
Middle Tennessee Development Co., LLC  
Tax Map 125, Part of Parcel 5.03  
Part of Deed Book 656, Page 105

Jennifer M Gerhart, Register  
Rutherford County Tennessee  
Rec #: 367843 Instrument 1238422  
Rec'd: 50.00 NBk: 72 Pg 556  
State: 0.00  
Clerk: 0.00  
EDP: 2.00 11/13/2003 at 2:30 pm  
Total: 52.00 in Record Book  
334 Pages 1673-1682

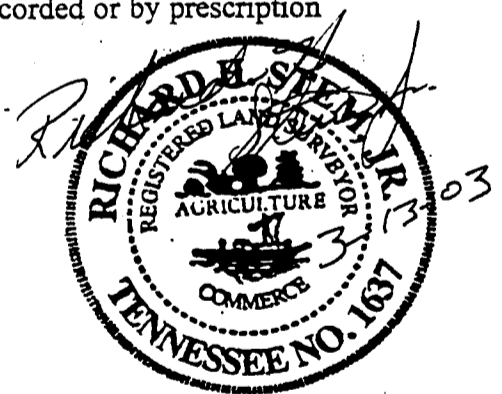
Proposed Cottages at Innsbrooke, Phase III

Located in the 11<sup>th</sup> Civil District of Rutherford County, Tennessee. Bound on the north by Chenoweth Point, Section I, Phase II (Plat Book 22, Page 89) and The Cottages at Indian Park; on the east by the Cottages at Innsbrooke, Phase II and Innsbrooke, Section VI, Phase II (Plat Book 25, Page 16); on the south by Innsbrooke, Section VI, Phase III (Plat Book 25, Page 73); and on the west by Chenoweth Point, Section III, Phase II, (Plat Book 24, Page 28), Chenoweth Point, Section III, Phase I (Plat Book 23, Page 213), Chenoweth Point, Section II, Phase II (Plat Book 23, Page 29) and Chenoweth Point, Section II, Phase I (Plat Book 23, Page 17).

**Beginning** at an point in the northeast terminus of Vicwood Drive, lying 148.56 feet north of the intersection of Schoolside Street and Vicwood Drive, said pin being the northernmost corner of Lot 218, Innsbrooke, Section VI, Phase III; thence crossing the north terminus of Vicwood Drive, N-52°25'24"-W, 40.06 feet to a point in the east line of Lot 227, Innsbrooke, Section VI, Phase III; thence with the east line of Lot 227, N-40°36'30"-E, 10.07 feet to a point; thence with the north line of Lot 227, N-52°43'20"-W, 10.48 feet to a point; thence continuing with the north line of Lot 227, N-76°16'11"-W, 76.80 feet to a point; thence S-88°43'43"-W, 97.38 feet to a point; thence S-76°38'55"-W, 46.33 feet to a point; thence with the north line of Lot 226, Innsbrooke, Section VI, Phase III, S-76°38'55"-W, 96.13 feet to a point, being the southwest corner of this tract; thence with the east line of Chenoweth Point, Section III, Phase II, Section III, Phase I, Section II, Phase II, and Section II, Phase I, respectively, N-03°18'21"-E, 831.87 feet to a point; thence continuing with the east line of Chenoweth Point, Section II, Phase I, N-03°28'38"-E, 100.24 feet to a point; thence N-02°34'46"-E, 16.76 feet to a point, being the northwest corner of this tract; thence with the south line of Chenoweth Point, Section I, Phase II, S-87°18'05"-E, 327.38 feet to a point; thence with the south line of The Cottages at Indian Park, S-87°22'39"-E, 189.65 feet to a point, being the northeast corner of this tract; thence with the west line of The Cottages at Innsbrooke, Phase II, S-03°09'31"-W, 974.83 feet to a point; thence with the west line of Innsbrooke, Section VI, Phase II, S-04°25'34"-W, 124.15 feet to a point in the north line of Lot 216, Innsbrooke, Section VI, Phase III, being the southeast corner of this tract; thence with the north line of Innsbrooke, Section VI, Phase III, N-39°30'43"-W, 27.29 feet to a point; thence continuing with the north line of Section VI, Phase III, N-43°36'24"-W, 95.95 feet to a point; thence N-52°25'24"-W, 101.37 feet to the point at the point of beginning, containing 11.34 acres, more or less.

This tract is subject to all easements and/or restrictions either recorded or by prescription that a complete title search may reveal.

Prepared By:  
Huddleston-Steele Engineering, Inc.  
2115 Northwest Broad Street  
Murfreesboro, Tennessee 37129





THIS INSTRUMENT PREPARED BY:  
BASS, BERRY & SIMS PLC (JST)  
315 Deaderick Street, 27th Fl.  
Nashville, Tennessee 37238

**ELEVENTH AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR**

**THE COTTAGES AT INNSBROOKE**

**Record Book  
466 Pg 2630**

**THIS ELEVENTH AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**, dated October 27, 2004, is made  
and entered into by ROCHFORD REALTY AND CONSTRUCTION CO., INC.,  
a Tennessee corporation (together with its successors,  
successors-in-title and assigns, herein referred to as  
"Declarant").

**RECITALS:**

1. Pursuant to that certain Declaration of Covenants,  
Conditions and Restrictions for The Cottages at Innsbrooke dated  
December 19, 1997, made and entered into by Declarant, of record  
in Deed Book 613, page 203, Register's Office for Rutherford  
County, Tennessee, as amended by First Amendment to Declaration  
of Covenants, Conditions and Restrictions for The Cottages at  
Innsbrooke dated March 19, 1998, made and entered into by  
Declarant, of record in Deed Book 618, page 773, said Register's  
Office, as further amended by Second Amendment to Declaration of  
Covenants, Conditions and Restrictions for The Cottages at  
Innsbrooke dated November 10, 1998, made and entered into by  
Declarant, of record in Deed Book 637, page 159, said Register's  
Office, as further amended by Third Amendment to Declaration of  
Covenants, Conditions and Restrictions for The Cottages at  
Innsbrooke dated February 22, 1999, made and entered into by  
Declarant, of record in Deed Book 643, page 539, said Register's  
Office, as further amended by Fourth Amendment to Declaration of  
Covenants, Conditions and Restrictions for The Cottages at  
Innsbrooke dated July 1, 1999, made and entered into by  
Declarant, of record in Deed Book 654, page 762, said Register's  
Office, as further amended by Fifth Amendment to Declaration of  
Covenants, Conditions and Restrictions for The Cottages at

Innsbrooke dated December 28, 1999, made and entered into by Declarant, of record in Deed Book 668, page 303, said Register's Office, as further amended by Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated September 21, 2000, made and entered into by Declarant, of record in Record Book 26, page 2299, said Register's Office, as further amended by Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated March 6, 2001, made and entered into by Declarant, of record in Record Book 51, page 2447, said Register's Office, as further amended by Eighth Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated May 7, 2002, made and entered into by Declarant, of record in Record Book 156, page 2808, said Register's Office, as further amended by Ninth Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated November 1, 2002, made and entered into by Declarant and certain Unit Owners, of record in Record Book 240, page 1791, said Register's Office, as further amended by Tenth Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated May 13, 2003, made and entered into by Declarant, of record in Record Book 267, page 2001, said Register's Office, as further amended by Tenth [sic] Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated November 6, 2003, made and entered into by Declarant and joined by Middle Tennessee Development Company, L.L.C., a Tennessee limited liability company, of record in Record Book 334, page 1673, said Register's Office (as the same heretofore has been or hereafter may be amended, modified or supplemented from time to time, herein referred to as the "Declaration"; capitalized terms used but not otherwise defined herein shall have the meanings assigned thereto in the Declaration), Declarant has submitted the Parcel and the rest of the Property to the Act and the provisions of the Declaration for the purposes set forth therein.

2. The Tenth Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated November 6, 2003, of record in Record Book 334, page 1673, said Register's Office (the "Second Tenth Amendment") failed to take into account the amendments to the Declaration effected by the Tenth Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated May 13, 2003, cf record in Record Book 267, page 2001, said Register's Office.

3. Declarant desires to execute and deliver this Amendment in order to (a) amend, restate, supersede and replace the Second Tenth Amendment in its entirety, and (b) amend further the definition of "Plat" set forth in the Declaration and (c) incorporate in the Parcel and the Property the remainder of the Additional Real Property, all as more particularly hereinafter set forth.

**DECLARATION:**

**NOW, THEREFORE**, pursuant to the provisions of Paragraphs 21 and 29 of the Declaration, Declarant hereby declares as follows:

1. Amendment of Definition of "Plat". The definition of "Plat" set forth in the Declaration is hereby amended to read as follows:

"Plat" means, collectively:

(1) the Final Plat - Section I, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 18, page 312,

(2) the Final Plat - Section II, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 18, page 332,

(3) the plat of Section I, Phase I, 8 Units, 327, 329, 360, 362, Section II, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 21, page 31,

(4) the plat of Section II, Phase I, Units 335 & 337, The Cottages at Innsbrooke, of Record in Plat Book 21, page 77,

(5) the plat of Section III, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 21, page 80,

(6) the plat of Section II, Phase I, Units 368 & 370, The Cottages at Innsbrooke, of Record in Plat Book 21, page 105,

(7) the plat of Sections IV & V, Phase I, and Section I, Phase II, The Cottages at Innsbrooke, of Record in Plat Book 21, page 140,

(8) the plat of Section III, Phase I, Units 310, 312, 318, 320, 328 & 330, The Cottages at Innsbrooke, of Record in Plat Book 21, page 141,

(9) the plat of Section III, Phase I and Section IV, Phase I, Units 338 & 340, The Cottages at Innsbrooke, of Record in Plat Book 21, page 180,

(10) the plat of Resubdivision Section I, Phase II, and Section V, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 22, page 30,

(11) the plat of Section IV, Phase I, Units 411, 413, 421 & 423, The Cottages at Innsbrooke, of Record in Plat Book 22, page 40,

(12) the plat of Section IV, Phase II, Units 404, 406, 412, 414, 420 & 422, The Cottages at Innsbrooke, of Record in Plat Book 22, page 52,

(13) the plat of Section I, Phase II, and Section V, Phase I, Units 436, 438, 511 & 513, The Cottages at Innsbrooke, of Record in Plat Book 22, page 78,

(14) the plat of Section V, Phase I, Units 428, 430, 441 & 443, The Cottages at Innsbrooke, of Record in Plat Book 23, page 36,

(15) the plat of Section V, Phase II, and the 2nd Resubdivision of Section I, Phase II, The Cottages at Innsbrooke, of Record in Plat Book 23, page 79,

(16) the plat of Section V, Phase I & Section V, Phase II, Units 444, 446, 502, 504, 527 & 529, The Cottages at Innsbrooke, of Record in Plat Book 23, page 206,

(17) the plat of Section V, Phase II, Units 526 & 528, The Cottages at Innsbrooke, of Record in Plat Book 23, page 290,

(18) the plat of Section V, Phase II, Units 510, 512, 518 & 520, The Cottages at Innsbrooke, of Record in Plat Book 24, page 134,

(19) the Final Plat, Section VI, Phase II, The Cottages at Innsbrooke, of Record in Plat Book 24, page 164,

(20) the Condominium Plat, Section VI, Phase II, Units 609 & 611, The Cottages at Innsbrooke, of Record in Plat Book 24, page 221,

(21) the Final Plat, Section VII, Phase II, The Cottages at Innsbrooke, of Record in Plat Book 24, page 298,

(22) the Condominium Plat, Section VII, Phase II, Units 534, 536, 647 & 649 & Club House of Section II, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 25, page 61,

(23) the Final Plat, Section VIII, Phase II and Amendment Plat, Section VII, Phase II (Previous Unit Numbers 710 and 712), The Cottages at Innsbrooke, of Record in Plat Book 25, page 72,

(24) the Condominium Plat, Section VIII, Phase II, Units 612, 614, 623 & 625, The Cottages at Innsbrooke, of Record in Plat Book 25, page 149,

(25) the Condominium Plat, Section IX, Phase II, Units 631, 633, 639 & 641, The Cottages at Innsbrooke, of Record in Plat Book 25, page 224,

(26) the Condominium Plat, Section VII, Phase II, Units 660 & 662, Section X, Phase II, Units 702, 704, 711, 713 and Re-Subdivision of Common Area for Section VII, Phase II, Units 647, 649 and Section X, Phase II, Units 711 and 713, The Cottages at Innsbrooke, of Record in Plat Book 26, page 16,

(27) the Final Plat, Section XI, Phase II, Units 604, 606, 628, 630, 644, 646, 718 & 720, The Cottages at Innsbrooke, of Record in Plat Book 26, page 30,

(28) the Condominium Plat, Section XI, Phase II, Units 604, 606, 644, 646, 718 & 720, Section X, Phase II, Units 652 and 654, and the Re-Subdivision of Section IX, Phase II, Unit 639 and Common Area, of Record in Plat Book 26, page 104,

(29) the Final Plat, Section XII, Phase II, The Cottages at Innsbrooke, of Record in Plat Book 26, page 158,

(29) the Horizontal Property Regime Private Element Plat, Cottages at Innsbrooke, Phase III, of Record in Plat Book 27, page 28, and

(30) the Condominium Plat, Section XII, Phase II, Units 636, 638, The Cottages at Innsbrooke, of Record in Plat Book 27, page 117,

as the same from time to time hereafter may be supplemented, revised or amended pursuant to the provisions of this Declaration (including Paragraph 29), showing the Parcel, the number of each Unit and the area, location and other data necessary for identification of each Unit.

2. Supplementation of Exhibit A to Declaration.  
Exhibit A to the Declaration is hereby supplemented by adding thereto the additional property description set forth as Exhibits A-1 and A-2 to this Amendment.

3. Effect of Amendment; Continuing Effectiveness of Declaration. All provisions of the Declaration (including but not limited to the defined terms used therein) shall be construed in accordance with the amendments to the Declaration effected by this Amendment. As modified hereby, the Declaration and all provisions thereof shall continue in full force and effect in all respects.

**IN WITNESS WHEREOF**, Declarant has caused this Amendment to be executed by its duly authorized officer on the date first above written.

ROCHFORD REALTY AND CONSTRUCTION  
CO., INC.

By:   
John T. Rochford, President

The undersigned, MIDDLE TENNESSEE DEVELOPMENT COMPANY, L.L.C., a Tennessee limited liability company ("MTDC"), hereby joins in this Amendment for the purposes of (1) acknowledging and consenting to the amendment and restatement of the Second Tenth Amendment as provided herein, and (2) subjecting to the Declaration all right, title and interest of MTDC in, to and under the property described on Exhibit A-2 to this Amendment. MTDC acknowledges and agrees that this property is and shall be subject to the Declaration in all respects in the same manner as if MTDC had been the Declarant thereunder; provided that MTDC does not hereby or otherwise undertake any duty, responsibility, liability or obligation of the Declarant under the Declaration.

MIDDLE TENNESSEE DEVELOPMENT  
COMPANY, L.L.C.

By: E. Lloyd Wood  
Name: E. Lloyd Wood  
Title: Member

STATE OF TENNESSEE )

COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, John T. Rochford, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the President of ROCHFORD REALTY AND CONSTRUCTION CO., INC., the within-named bargainer, a corporation, and is authorized by the corporation to execute this instrument on behalf of the corporation.

WITNESS my hand, at office, this 27<sup>th</sup> day of October, 2004.

Lillian Franks  
Notary Public

My Commission Expires:  
July 29, 2006

ALABAMA  
STATE OF ~~TENNESSEE~~ )

COUNTY OF TUSCALOOSA )

Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, E. LLOYD WOOD, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Member of MIDDLE TENNESSEE DEVELOPMENT COMPANY, L.L.C., the within-named bargainer, a limited liability company, and is authorized by the limited liability company to execute this instrument on behalf of the limited liability company.

WITNESS my hand, at office, this 19th day of January, 2005.

Bessie A. White  
Notary Public

My Commission Expires:  
November 4, 2006



**EXHIBIT A-1**

**[Description of Parcel, Continued]**

LAND located in the 11th Civil District of Rutherford County, State of Tennessee, more particularly described as follows:

BEING Lot Nos. 636 and 638 on the Final Plat, Section XII, Phase II, The Cottages at Innsbrooke, of record in Plat Book 26, page 30, Register's Office for Rutherford County, Tennessee, to which plat reference is here made for a more complete description of said property.

BEING THE SAME property conveyed to Rochford Realty and Construction Co., Inc., a Tennessee corporation, by deeds from Middle Tennessee Development Company, L.L.C., a Tennessee limited liability company, of record in Record Book 272, page 567, and in Record Book 445, page 64, Register's Office for Rutherford County, Tennessee.

EXHIBIT A-2

[Description of Parcel, Continued]

Property Description  
Middle Tennessee Development Co., LLC  
Tax Map 125, Part of Parcel 5.03  
Part of Deed Book 656, Page 105

Jennifer M Gerhart, Register  
Rutherford County Tennessee  
Rec #: 418039 Instrument 1321106  
Rec'd: 55.00 NBK: 78 Pgs 316  
State: 0.00  
Clerk: 0.00  
EDP: 2.00  
Total: 57.00  
Recorded  
1/26/2005 at 9:00 am  
in Record Book  
466 Pages 2630-2640

Proposed Cottages at Innsbrooke, Phase III

Located in the 11<sup>th</sup> Civil District of Rutherford County, Tennessee. Bound on the north by Chenoweth Point, Section I, Phase II (Plat Book 22, Page 89) and The Cottages at Indian Park; on the east by the Cottages at Innsbrooke, Phase II and Innsbrooke, Section VI, Phase II (Plat Book 25, Page 16); on the south by Innsbrooke, Section VI, Phase III (Plat Book 25, Page 73); and on the west by Chenoweth Point, Section III, Phase II, (Plat Book 24, Page 28), Chenoweth Point, Section III, Phase I (Plat Book 23, Page 213), Chenoweth Point, Section II, Phase II (Plat Book 23, Page 29) and Chenoweth Point, Section II, Phase I (Plat Book 23, Page 17).

**Beginning** at an point in the northeast terminus of Vicwood Drive, lying 148.56 feet north of the intersection of Schoolside Street and Vicwood Drive, said pin being the northernmost corner of Lot 218, Innsbrooke, Section VI, Phase III; thence crossing the north terminus of Vicwood Drive, N-52°25'24"-W, 40.06 feet to a point in the east line of Lot 227, Innsbrooke, Section VI, Phase III; thence with the east line of Lot 227, N-40°36'30"-E, 10.07 feet to a point; thence with the north line of Lot 227, N-52°43'20"-W, 10.48 feet to a point; thence continuing with the north line of Lot 227, N-76°16'11"-W, 76.80 feet to a point; thence S-88°43'43"-W, 97.38 feet to a point; thence S-76°38'55"-W, 46.33 feet to a point; thence with the north line of Lot 226, Innsbrooke, Section VI, Phase III, S-76°38'55"-W, 96.13 feet to a point, being the southwest corner of this tract; thence with the east line of Chenoweth Point, Section III, Phase II, Section III, Phase I, Section II, Phase II, and Section II, Phase I, respectively, N-03°18'21"-E, 831.87 feet to a point; thence continuing with the east line of Chenoweth Point, Section II, Phase I, N-03°28'38"-E, 100.24 feet to a point; thence N-02°34'46"-E, 16.76 feet to a point, being the northwest corner of this tract; thence with the south line of Chenoweth Point, Section I, Phase II, S-87°18'05"-E, 327.38 feet to a point; thence with the south line of The Cottages at Indian Park, S-87°22'39"-E, 189.65 feet to a point, being the northeast corner of this tract; thence with the west line of The Cottages at Innsbrooke, Phase II, S-03°09'31"-W, 974.83 feet to a point; thence with the west line of Innsbrooke, Section VI, Phase II, S-04°25'34"-W, 124.15 feet to a point in the north line of Lot 216, Innsbrooke, Section VI, Phase III, being the southeast corner of this tract; thence with the north line of Innsbrooke, Section VI, Phase III, N-39°30'43"-W, 27.29 feet to a point; thence continuing with the north line of Section VI, Phase III, N-43°36'24"-W, 95.95 feet to a point; thence N-52°25'24"-W, 101.37 feet to the point at the point of beginning, containing 11.34 acres, more or less.

This tract is subject to all easements and/or restrictions either recorded or by prescription that a complete title search may reveal.

Prepared By:  
Huddleston-Steele Engineering, Inc.  
2115 Northwest Broad Street  
Murfreesboro, Tennessee 37129



Record Book  
466 Pgs 2640

THIS INSTRUMENT PREPARED BY:  
BASS, BERRY & SIMS PLC (JST)  
2700 First American Center  
Nashville, Tennessee 37238

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

THE COTTAGES AT INNSBROOKE

044856

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, dated December 19, 1997, made and entered into by ROCHFORD REALTY AND CONSTRUCTION CO., INC., a Tennessee corporation (together with its successors, successors-in-title and assigns, herein referred to as "Declarant");

W I T N E S S E T H:

WHEREAS, Declarant is the legal title holder of the Parcel (as hereinafter defined); and

WHEREAS, Declarant intends to and does hereby submit the Parcel, together with all of the rest of the Property (as hereinafter defined), to the provisions of the Act (as hereinafter defined) subject to and upon the terms and conditions hereinafter set forth; and

WHEREAS, Declarant further desires to establish for its own benefit and for the mutual benefit of all future owners or occupants of the Property or any part thereof, and intends that all future owners, occupants, mortgagees and other Persons hereafter having any interest in the Property shall hold said interest subject to, certain rights, easements and privileges in, over and upon the Property and certain mutually beneficial covenants, conditions, restrictions and obligations with respect to the proper use, conduct and maintenance thereof, all as more particularly hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspects of ownership and use of the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property;

NOW, THEREFORE, for the purposes above set forth, Declarant declares as follows:

1. Definitions. As used herein, unless the context requires otherwise:

For Third Amendment, see Deed Book 643, page 539.  
For Fourth Amendment, see Deed Book 654, page 762.  
For Fifth Amendment, see Deed Book 668, page 303.  
For Sixth Amendment, see Record Book 26, page 2299.

For Agreement, see Deed Book 613, page 288.  
For First Amendment, see Deed Book 618, page 773.  
For Second Amendment, see Deed Book 637, page 159.

"Act" means the Tennessee Horizontal Property Act, Tenn. Code Ann. §§66-27-101--66-27-123, as amended.

"Additional Real Property" means the Entire Tract less and except the portion thereof more particularly described on attached Exhibit A.

"Board" means the Board of Directors of the Corporation.

"Buildings" means the buildings from time to time located on the Parcel and forming part of the Property and containing the Units. The Buildings shall be delineated on the Plat.

"By-Laws" means the By-Laws of the Corporation attached hereto as Exhibit B and by this reference made a part hereof, as amended from time to time. For purposes of the Act, all provisions contained in the body of this Declaration dealing with the administration and maintenance of the Property shall be deemed to be part of the By-Laws.

"Common Elements" means all of the Property except for the Units and the Private Elements and, without limiting the generality of the foregoing, shall include those items defined as "general common elements" in the Act, including the following:

- (1) The Parcel;
- (2) All drives, access roads, parking areas and open spaces on the Parcel as shown on the Plat;
- (3) All foundations, main walls and columns, roofs, garages, carports, halls, lobbies, stairways and entrances and exits or communication ways;
- (4) All basements, flat roofs, yards and gardens, except as otherwise herein provided or stipulated;
- (5) All compartments or installations of central services such as power, light, gas, cold and hot water, refrigeration, reservoirs, water tanks and pumps, and the like;
- (6) Pipes, ducts, electrical wiring and conduits (except pipes, ducts, electrical wiring and conduits situated entirely within a Unit and serving only such Unit); and
- (7) In general, all devices or installations existing for common use and all other elements of the

For Seventh Amendment, see Record Book 51, page 2447.  
 For Eighth Amendment, see Record Book 156, page 2808.  
 For Ninth Amendment, see Record Book 240, page 1791.

For Tenth Amendment, see Record Book 267, page 2001.  
 For Tenth Amendment, see Record Book 334, page 1673.  
 For Eleventh Amendment, see Record Book 466, page 2630.

For Replacement of Bylaws, see Record Book 669, page 1282.

Property necessary for the existence, upkeep and safety of the regime established by this Declaration;

*provided, however,* that notwithstanding anything herein to the contrary, Private Elements shall not be considered to be Common Elements.

"Common Expenses" has the meaning set forth in Paragraph 10.

"Corporation" means The Cottages at Innsbrooke Townhouse Corporation, a Tennessee nonprofit corporation.

"Declarant" has the meaning set forth in the introduction to this Declaration.

"Declaration" means this Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke, as the same may be amended, modified or supplemented from time to time.

"Delinquency Interest Rate" means an annual percentage rate equal to two percentage points (2%) in excess of the "Prime Rate" from time to time published in the Money Rates section of The Wall Street Journal, which rate as published on the last publication day in any month shall be deemed to be the appropriate reference rate for the entire next succeeding calendar month; *provided, however,* that in no event shall the Delinquency Interest Rate exceed the maximum contract rate of interest from time to time allowed to be charged under applicable law. Should The Wall Street Journal cease the publication of its Prime Rate, the Board shall designate a comparable reference rate.

"Development Period" means the period of time commencing on the date of the Recording of this Declaration and ending on the day that is the earlier to occur of (a) the day that is four (4) months after the date on which at least seventy-five percent (75%) of the Units have been conveyed to the initial purchasers thereof by Declarant, or (b) the day that is five (5) years after the first conveyance of a Unit to the initial purchaser thereof by Declarant, or (c) any day prior to the days specified in clauses (a) or (b) of this sentence on which Declarant in its sole discretion elects to terminate the Development Period by calling the First Annual Meeting (as defined in the By-laws). For purposes of the foregoing, "Unit" at any time shall be deemed to include not only completed Units owned by Declarant at such time but also shall include (1) any incomplete or unconstructed Units as to which Declarant is the owner of the corresponding Private Elements

at such time, and (2) the maximum number of Units that may be constructed on those portions of the Additional Real Property, if any, that have not been, but still may be, incorporated into the Parcel at such time (for purposes of this clause (2), the maximum number of Units that may be constructed on the entire Parcel if all of the Additional Real Property is incorporated therein is ninety [90]).

"Eligible Mortgagee" means any holder of a first deed of trust or mortgage encumbering a Unit who has submitted to the Corporation a written request to notify such holder of any proposed action requiring the consent of a specified percentage of all such holders who have submitted such a request, and who has received from the Corporation a written acknowledgment of receipt of the request.

"Entire Tract" means the real estate in Rutherford County, Tennessee more particularly described on attached Exhibit C.

"Innsbrooke Agreement" means the Agreement dated December \_\_, 1997, by and between Declarant and Middle Tennessee Development Company, L.L.C., a Tennessee limited liability company, of Record in Book 0-286, page 142.

"Innsbrooke Covenants" means the Restrictive Covenants and Homeowners' Association Applying to the Subdivision Named Innsbrooke, Section I of Record in Book 587, page 395, together with any amendments, modifications or supplements now or hereafter recorded with respect to such covenants and restrictions.

"Innsbrooke Homeowners' Association" means the homeowners' association to which reference is made in the Innsbrooke Covenants.

"Limited Common Elements" means all Common Elements exclusively serving only a single Unit or adjoining Units as an inseparable appurtenance thereto, the enjoyment, benefit or use of which is reserved to the lawful Occupants of such Unit(s) either in this Declaration, on the Plat or by the Board, including (1) roofs, foundations, floors, walls and ceilings, and all associated fixtures and structures that may be located therein, (2) heating and air conditioning equipment, water heaters, pipes, plumbing, ducts, electrical wiring and conduits, and (3) drives, garages, carports, patios, decks, porches, balconies, gardens and fencing around patios or gardens.

"Major Decisions" has the meaning set forth in Paragraph 21.

"Majority" or "Majority of the Unit Owners" means the owners of more than fifty percent (50%) of the Units. For purposes of applying this definition at any time, Declarant shall be deemed to be a Unit Owner not only with respect to completed Units owned by Declarant at such time but also with respect to (1) any incomplete or unconstructed Units as to which Declarant is the owner of the corresponding Private Elements at such time, and (2) the maximum number of Units that may be constructed on those portions of the Additional Real Property, if any, that have not been, but still may be, incorporated into the Parcel at such time (for purposes of this clause (2), the maximum number of Units that may be constructed on the entire Parcel if all of the Additional Real Property is incorporated therein is ninety [90]).

"Managing Agent" has the meaning set forth in Paragraph 5.

"Occupant" means a person or persons in possession of a Unit, regardless of whether said person is a Unit Owner.

"Parcel" means the real estate in Rutherford County, Tennessee, depicted on the Plat and more particularly described on attached Exhibit A, as such Parcel may be expanded pursuant to the provisions of Paragraph 29.

"Person" means a natural person, corporation, partnership, limited liability company, trustee or other legal entity capable of holding title to real property.

"Plat" means the Final Plat - Section I, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 18, page 312, as said Plat from time to time hereafter may be supplemented, revised or amended pursuant to the provisions of this Declaration (including Paragraph 29), showing the Parcel, the number of each Unit and the area, location and other data necessary for identification of each Unit.

"Private Elements" means and includes the lot area upon which a Unit is located and the improvements located thereon, together with any other property and interests in property constituting "private elements" for such Unit pursuant to the Act or this Declaration, for which fee simple ownership and exclusive use is reserved only to that Unit as provided in this Declaration. Limited Common Elements located upon Private Elements shall be deemed to be Private Elements.

"Property" means all the land, property and space now or hereafter comprising the Parcel (as such Parcel may be expanded pursuant to the provisions of Paragraph 29), and all buildings, structures and other improvements now or



hereafter erected, constructed or contained therein or thereon, including the Buildings and all easements, rights, privileges and appurtenances belonging or in any way pertaining thereto, and all furniture, furnishings, fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners.

"Proportionate Share" means the respective proportionate share of a Unit Owner in the aggregate undivided ownership interest in the Common Elements and in the aggregate membership in the Corporation, which shall be calculated as provided in Exhibit D.

"Record", "Recorded" or "Recording" refers to the record or recording in the Office of the Register of Deeds of Rutherford County, Tennessee.

"Unit" means an enclosed space intended for occupancy as a single family residential living unit and consisting of one or more rooms occupying all or part of a floor or floors in a Building, together with the corresponding Private Elements, which residential living unit and corresponding Private Elements are not owned in common with the Unit Owners of other Units. It is intended that the term "Unit" as used in this Declaration shall have the same meaning as the term "apartment" as used in the Act. Each Unit is numbered as shown on the Plat.

"Unit Owner" means, collectively if more than one, the Person(s) whose estate(s) or interest(s) aggregate fee simple ownership of a Unit and the undivided interest in the Common Elements appurtenant thereto, and such term shall be deemed to have the same meaning as the term "coowner" as used in the Act. Unless specifically provided otherwise herein, Declarant shall be deemed a Unit Owner with respect to, and for so long as it is the legal title holder of, any Unit or of the Private Elements corresponding to any incomplete or unconstructed Units.

The foregoing definitions shall apply equally to both the singular and plural forms of the terms defined.

2. Submission of Property to the Act. Declarant, as the legal title holder in fee simple of the Property, expressly intends to, and by executing and Recording this Declaration does hereby, submit and subject the Parcel and the rest of the Property to the provisions of the Act pursuant to the terms hereof. The Property shall be known and may be referred to collectively as "The Cottages at Innsbrooke".

3. Plat. The Plat, which is incorporated herein by this reference thereto, sets forth the Unit numbers, areas, locations and other data required by the Act.

4. Units. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat. Every deed, lease, mortgage, deed of trust or other instrument shall describe a Unit by its identifying number or symbol as shown on the Plat, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Except as provided by the Act, no Unit Owner shall, by deed, plat, court decree or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

5. Corporation as Governing Body for Unit Owners; Administration and Operation of the Property.

(a) Corporation. The Corporation, which has been or will be incorporated, shall be the governing body for all of the Unit Owners, for the maintenance, repair, replacement, administration and operation of the Property, as provided in the Act, this Declaration and the By-Laws. The By-Laws for the Corporation shall be the By-Laws attached to this Declaration as Exhibit B and made a part hereof, as the same may be amended or modified from time to time pursuant to the provisions hereof and thereof. The Board shall be elected and shall serve in accordance with the provisions of the By-Laws. The fiscal year of the Corporation shall be determined by the Board, and may be changed from time to time as the Board deems advisable. The Corporation shall not be deemed to be conducting a business of any kind. All activities undertaken by the Corporation shall be for the sole benefit of the Unit Owners, and all funds received by the Corporation shall be held and applied by it for the use and benefit of the Unit Owners in accordance with the provisions of the Act, this Declaration and the By-Laws. Each Unit Owner shall be a member of the Corporation and shall own a Proportionate Share of the total membership in the Corporation for so long as he is a Unit Owner. A Unit Owner's membership shall automatically terminate when he ceases to be a Unit Owner. Upon the conveyance or transfer of a Unit Owner's ownership interest to a new Unit Owner, the new Unit Owner shall simultaneously succeed to the former Unit Owner's membership in and Proportionate Share of the total membership in the Corporation. The aggregate number of votes for all members of the Corporation shall be equal to the number of Units, and the Unit Owners' ownership of the total membership in the Corporation shall be pro rata in accordance with the respective Proportionate Shares of each. For purposes of determining membership in the Corporation and voting rights at any time, Declarant shall

be deemed to be a Unit Owner not only with respect to completed Units owned by Declarant at such time but also with respect to (1) any incomplete or unconstructed Units as to which Declarant is the owner of the corresponding Private Elements at such time, and (2) the maximum number of Units that may be constructed on those portions of the Additional Real Property, if any, that have not been, but still may be, incorporated into the Parcel at such time (for purposes of this clause (2), the maximum number of Units that may be constructed on the entire Parcel if all of the Additional Real Property is incorporated therein is ninety [90]).

The word "townhouse" has been included in the Corporation's name only for purposes of complying with provisions of the Act relating to planned unit developments, and shall not be deemed to create or establish a requirement for any particular configuration or architectural style for the construction of the Buildings.

(b) Management of Property. The Board shall have the authority to engage the services of an agent (sometimes herein referred to as the "Managing Agent") to maintain, repair, replace, administer and operate the Property, or any part thereof, to the extent deemed advisable by the Board, subject to the provisions of subparagraph (c), below. The cost of such services shall be a Common Expense.

(c) Initial Management Agreement. The first Board, appointed as provided in the By-Laws, shall have the authority, but not the obligation, to ratify and approve any management agreement between Declarant, on behalf of the Corporation, and a Managing Agent, which shall be determined in the Board's sole discretion. Such management agreement, if any, shall contain such terms, conditions and provisions as the Board shall determine are appropriate.

(d) Use by Declarant. During the period of sale by Declarant of any Units, Declarant and Declarant's agents, employees, contractors and subcontractors, and their respective agents and employees, shall be entitled to access and ingress to and egress from the Property as may be required for purposes of said sale of Units. While Declarant owns any of the Units and until each Unit sold by Declarant is occupied by a purchaser other than Declarant, Declarant and its employees may use and show one or more of such unsold or unoccupied Units as a model Unit or Units, may use one or more of such unsold or unoccupied Units as a sales office and may maintain customary signs in connection therewith.

(e) Non-Liability of Directors, Board, Officers, Declarant; Indemnity. To the fullest extent permitted by

law, the Board, the individual members thereof, the officers of the Corporation, Declarant and the officers, directors, agents and employees of Declarant shall not be personally liable to the Corporation or the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Board, Declarant, members, officers, directors, agents and employees, except for any acts or omissions found by a court to constitute gross negligence or willful misconduct. The Corporation shall indemnify and hold harmless each of the Board, Declarant and the aforesaid members, officers, directors, agents and employees, and their respective heirs, executors, administrators, successors and assigns, in accordance with the provisions of Article VIII of the By-Laws.

6. Board's Determination Binding. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any questions of interpretation or application of the provisions of this Declaration or the By-Laws, the determination thereof by the Board shall be final and binding on each and all such Unit Owners.

7. Ownership of the Common Elements. Each Unit Owner shall be entitled to the percentage of undivided ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner, as set forth in Exhibit D, determined without reference to Units that may be constructed on those portions of the Additional Real Property, if any, that have not been incorporated into the Parcel. The percentages of ownership interests set forth in Exhibit D shall remain constant unless hereafter changed as provided in Paragraph 29 or otherwise by Recorded amendment to this Declaration consented to in writing by the Unit Owners and Eligible Mortgagees in accordance with Paragraph 21. Said ownership interests in the Common Elements shall be undivided interests, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership. The percentage ownership in the Common Elements corresponding to each Unit shall not be conveyed separately from that Unit, and any conveyance, encumbrance, judicial sale or other transfer (voluntary or involuntary) of an individual interest in the Common Elements shall be void unless the corresponding Unit to which that interest is allocated is also transferred. The percentage ownership in the Common Elements corresponding to any Unit shall be deemed conveyed or encumbered with that Unit, even though the legal description in the instrument conveying or encumbering said Unit may refer only to the fee title to that Unit. The Common Elements shall remain undivided and shall not be the subject of any partition action.

Declarant shall not retain any ownership interest in or other rights to the Common Elements except in its capacity as a Unit Owner.

8. Use of the Common Elements. Subject to the provisions of the Act, this Declaration and the By-Laws, each Unit Owner shall have the unrestricted right to use the Common Elements (except the Limited Common Elements and portions of the Property subject to leases made by or assigned to the Board) in common with all other Unit Owners, as may be required for the purposes of access and ingress to, egress from and use, occupancy and enjoyment of the Unit owned by such Unit Owner. Such right to use the Common Elements shall extend not only to each Unit Owner, but also to his agents, customers, guests, visitors, invitees and licensees. Each Unit Owner of a Unit benefitted by Limited Common Elements shall have exclusive use and possession of such elements contiguous to and serving such Unit alone or with adjoining Units. Such rights to use the Common Elements, including Limited Common Elements, shall be subject to and governed by the provisions of the Act, this Declaration, the By-Laws and the rules and regulations of the Corporation. In the event of any dispute regarding use of the Common Elements, the Board's determination regarding such use shall be final and binding upon all interested parties, to the extent permitted by applicable law. In addition to the foregoing, the Corporation shall have the authority to lease, grant concessions or grant easements with respect to parts of the Common Elements, subject to the provisions of this Declaration and the By-Laws. All income derived by the Corporation from leases, concessions or other sources shall be held and used for the benefit of the members of the Corporation, pursuant to such rules, resolutions or regulations as the Board may adopt or prescribe.

9. Storage Areas and Parking. Any storage areas located on the Property, except those inside the Units and those that are Limited Common Elements, shall be part of the Common Elements and shall be allocated and re-allocated, from time to time, to the respective Unit Owners in such manner and subject to such rules and regulations as the Board may prescribe, and storage areas not so allocated may be rented in such manner as the Board may prescribe.

Parking spaces within the Parcel that are not Limited Common Elements shall be part of the Common Elements, and shall be used by the Unit Owners in such manner and subject to such rules and regulations as the Board may prescribe, and parking spaces not so used by Unit Owners may be rented or otherwise used in such manner as the Board may prescribe.

10. Common Expenses.

(a) Common Expenses. Each Unit Owner, including Declarant (so long as Declarant is a Unit Owner) to the extent hereinafter provided, shall pay his Proportionate Share of the expenses of the administration and operation of the Common Elements and the Corporation, including insurance premiums and the costs of operation, maintenance, repair and replacement of and additions to the Common Elements, together with any other expenses or liabilities incurred by the Corporation in accordance with this Declaration and the By-Laws and the establishment of appropriate reserves with respect to the foregoing pursuant to this Declaration and the By-Laws (collectively, "Common Expenses"); *provided, however,* that any such expenses with respect to Limited Common Elements shall be borne by the Unit Owners to whose Units such Limited Common Elements are appurtenant in accordance with such Unit Owners' relative Proportionate Shares. Payment of Common Expenses, including any prepayment thereof required by a contract for sale of a Unit, shall be in such amounts and at such times as determined in the manner provided in the By-Laws. No Unit Owner shall be exempt from payment of his Proportionate Share of the Common Expenses by waiver of the use or enjoyment of the Common or Limited Common Elements or by abandonment of his Unit. If any Unit Owner shall fail or refuse to make any such payment of Common Expenses when due, the amount thereof, together with interest thereon at the Delinquency Interest Rate from the date that said Common Expenses become due and payable, plus reasonable attorney's fees incurred by the Corporation in the collection thereof or the enforcement of the lien herein provided, shall constitute a lien on the interest of such Unit Owner in his Unit and in the Property as provided in the Act. The sale or conveyance of a Unit shall in all cases be subject to all unpaid assessments against the Unit Owner thereof for his Proportionate Share of the Common Expenses, and if the same are not paid by the owner thereof prior to any sale or conveyance, shall be a lien against the Unit and shall be payable by the new Unit Owner thereof. Likewise, all taxes and other levies and assessments by governmental taxing bodies shall be a lien against individual Units.

The assessments against a Unit for Common Expenses will commence as of the date that such Unit is completed and ready for occupancy, as evidenced by a certificate of occupancy or similar approval issued by the appropriate governmental authority; *provided, however,* that Declarant shall not have any liability for assessments in respect of unsold Units prior to the day that is sixty (60) days after the date on which the first Unit is conveyed to the initial

purchaser thereof (other than Declarant), after which time all completed Units shall be allocated full assessments.

Subsequent to the date of Recording of this Declaration but prior to the expiration of the Development Period, Declarant shall fund any deficit in the operations of the Corporation after application of available funds from assessments for Common Expenses in respect of Units previously sold. After the expiration of the Development Period, (1) the liability of Declarant for payment of assessments for Common Expenses in respect of Units owned by it shall not exceed an aggregate amount equal to the lesser of (x) the amount of the assessments for such Units as such assessments accrue and become payable, or (y) the amount necessary from time to time to fund any deficit in the operations of the Corporation after application of available funds from assessments for Common Expenses in respect of Units previously sold, and (2) Declarant shall have no responsibility for the maintenance, repair or replacement of any of the Common Elements or any other items to be paid for as Common Expenses except for its responsibilities as a Unit Owner as provided herein; however, should Declarant advance any of its own funds for such expenses, it shall be entitled to a credit for all sums so paid against the assessments that it is required to pay as a Unit Owner.

(b) Grant of Lien. FOR AND IN CONSIDERATION OF the foregoing, the privileges and protections of this Declaration and the By-Laws and the mutual enjoyment and use of the Common Elements and the rest of the Property, the receipt of which is hereby acknowledged, and any assumption of the obligations by transferees as required hereunder, and to secure the payment of said Common Expenses, principal, interest and attorney's fees, a lien is expressly retained in favor of the Corporation on each and every Unit Owner's Unit and Proportionate Share of the Common Elements.

(c) Protection of Certain Mortgages and Deeds of Trust. The lien for Common Expenses payable by a Unit Owner is and shall be subordinate to the lien of a first mortgage or deed of trust encumbering the corresponding Unit, except for the corresponding Proportionate Share of Common Expenses that become due and payable from and after the date on which the mortgagee or beneficiary thereunder either takes possession of the Unit encumbered thereby, accepts a conveyance of any interest therein (other than as security) or forecloses its mortgage or deed of trust. The lien for Common Expenses will not be affected by any sale or transfer of a Unit except in the case of a foreclosure of a first mortgage or deed of trust encumbering such Unit (or a conveyance in lieu thereof), in which event such foreclosure or conveyance will extinguish the lien for the amount of the

corresponding Proportionate Share of Common Expenses that became due and payable prior thereto but will not relieve any subsequent owner from liability for the payment of assessments arising thereafter.

Any delinquent Common Expense assessments that are extinguished by virtue of the foreclosure of or other exercise of remedies under any such mortgage or deed of trust may be reallocated and assessed to all of the Units as a Common Expense.

11. Mortgages and Deeds of Trust.

(a) Each Unit Owner shall have the right, subject to the provisions hereof, to make separate mortgages and deeds of trust for his respective Unit together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to grant, make or create, or cause to be granted, made or created, any mortgage, deed of trust or other lien on or affecting the Property or any part thereof, except only to the extent of his own Unit and the respective percentage interest in the Common Elements corresponding thereto.

(b) Any holder, insurer or guarantor of a deed of trust or mortgage on a Unit may file with the Corporation a written request for the information listed below in this subparagraph (b). Such request shall state the requesting party's identity and address and the Unit number or address of the Unit encumbered by the corresponding deed of trust or mortgage. Such request shall be effective only upon delivery to such holder, insurer or guarantor, at the address specified in the request, of the Corporation's written acknowledgment of receipt of the request, and upon the effectiveness of such receipt such holder, insurer or guarantor shall be entitled to timely written notice of:

(1) any condemnation or casualty loss that affects a material portion of the Property or the Unit encumbered by the corresponding deed of trust or mortgage,

(2) any sixty (60) day delinquency in the payment of any assessments or charges owed by the Unit Owner who owns the Unit encumbered by the corresponding deed of trust or mortgage,

(3) a lapse, cancellation or material modification of any insurance policy maintained by the Corporation, and



(4) any proposed action that requires the consent of a specified percentage of Eligible Mortgagees.

12. Separate Utility and Tax Assessments.

(a) Utility services for Units shall be separately metered, and all utility charges for Units shall be assessed to and constitute the sole responsibility of the respective Unit Owners thereof. In the event that any utility services are not separately metered, the charges for such utility services shall be paid by the Unit Owners served thereby pro rata in accordance with their relative Proportionate Shares.

(b) Real estate taxes shall be separately assessed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that such taxes for any year are not separately assessed to each Unit Owner, but rather are assessed on the Property as a whole, then such taxes shall be treated as a Common Expense and each Unit Owner shall pay his Proportionate Share thereof.

13. Insurance; Damage or Destruction; Reconstruction.

(a) The Board (or the Declarant prior to passing control of the Corporation to the Unit Owners) shall have the authority to and shall obtain insurance for the Property, exclusive of the additions within, improvements to and decorating of the Units or Limited Common Elements by the Unit Owners, against loss or damage by fire and such other hazards as are covered under standard "all risk" coverage, for the full insurable replacement cost of the Property, and against such other hazards and for such amounts as the Board may deem advisable. Insurable replacement cost shall be deemed to be the cost of restoring the Common Elements, the Units or any part thereof to substantially the same condition in which they existed prior to damage or destruction. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Board, as the trustee for each of the Unit Owners in accordance with their respective Proportionate Shares, as set forth in this Declaration, and for the holders of mortgages on his Unit, if any. The policy of insurance shall also contain, if available at reasonable expense, a waiver of subrogation rights by the insurer against individual Unit Owners. The premiums for such insurance shall be a Common Expense; however, at the option of the Board, and upon written notice to all Unit Owners, premiums for such insurance shall be separately billed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements.

(b) In the event of damage to or destruction of any part of the Buildings or any other structures or improvements constituting a part of the Property as a result of fire or other casualty covered by insurance maintained by the Board pursuant hereto (unless more than two-thirds of all the Buildings and Common Elements require reconstruction), the Board shall, in its sole and absolute discretion, determine, and without intervention of any Unit Owner, arrange for the prompt repair and restoration of the damaged portions of all Units, Buildings and Common Elements substantially in accordance with the original plans and specifications therefor. Where the insurance proceeds are insufficient to cover the cost of such repairs and restoration, the deficit shall be paid by all Unit Owners directly affected by the damage, pro rata in accordance with their relative Proportionate Shares. The Board shall not be responsible for the repair, replacement or restoration of any wall, ceiling or floor decorations or covering or furniture, furnishings, fixtures, appliances or equipment installed in, on or about the Unit by a Unit Owner or Occupant or any other personal property located on the Property owned by a Unit Owner or Occupant unless insurance therefor is specifically provided for in the insurance policy obtained by the Board. The Board in its sole discretion shall determine which Unit Owners are directly affected by the damage.

(c) If the whole or more than two-thirds (2/3) of all the Buildings and Common Elements are destroyed or damaged by fire or other casualty, as determined by the Board, and if not less than sixty-seven percent (67%) of the Unit Owners, together with Eligible Mortgagees representing at least fifty-one percent (51%) of the votes of Units subject to deeds of trust or mortgages held by Eligible Mortgagees, determine that reconstruction shall not take place, then reconstruction shall not be required. In such event, the Board, as soon as is reasonably practicable and as agent for the Unit Owners, shall sell the Property, in its then condition, free from the effect of this Declaration, which shall terminate upon such sale, on terms satisfactory to the Board, and the net proceeds of such sale and of all insurance policies shall thereupon be distributed to the Unit Owners and their mortgagees, as their interests may appear. If and to the extent requested by the Board, the Unit Owners shall join in any conveyance necessary to facilitate such sale. If the Board fails to consummate a sale pursuant to this paragraph within twenty-four (24) months after the destruction or damage occurs, then the Managing Agent or the Board shall, or if it does not, any Unit Owner or mortgagee may, Record a sworn declaration setting forth such fact and reciting that under the provisions of this Declaration the prohibition against

judicial partition provided for in this Declaration has terminated and that judicial partition of the Property may be obtained pursuant to the laws of the State of Tennessee. Upon final judgment of a court of competent jurisdiction decreeing such partition, this Declaration shall terminate.

(d) Reconstruction also shall not be compulsory where the whole or more than two-thirds (2/3) of any one of the Buildings is destroyed, as determined by the Board; provided, however, that unless more than two-thirds of all the Buildings and Common Elements require reconstruction, the destroyed Building shall be reconstructed as hereinabove provided if any one or more of the Unit Owner(s) directly affected or an Eligible Mortgagee thereof so directs. If such Building is not to be reconstructed, the net proceeds of insurance policies shall be divided among all the Unit Owners directly affected by the casualty and their mortgagees pro rata in accordance with the relative Proportionate Shares of the affected Unit Owners, after paying from the share of each such affected Unit Owner (1) the costs of removing debris and returning the site to a condition compatible with the overall appearance of the Property, including landscaping, and (2) the amount of any unpaid liens on the Unit of such Unit Owner, in the order of priority of such liens. Notwithstanding the foregoing, no such disbursement of the aforesaid insurance proceeds shall occur unless simultaneously with such disbursement each affected Unit Owner delivers to the Board a recordable deed quitclaiming his interest in his Unit or the affected portion thereof to the remaining Unit Owners, pro rata in accordance with their relative Proportionate Shares, and also delivers to the Board a recordable release of any liens on his Unit or the affected portion thereof. Upon the Recording of the aforesaid deeds and releases, each such Unit or affected portion thereof shall be deemed withdrawn and thereafter to be Common Elements. Upon the withdrawal of any Unit or portion thereof, the percentage interest in the Common Elements allocable to such Unit shall be reallocated among the remaining Units on the basis of the relative percentage interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, as determined by the Board. After the Board has effected any such withdrawal, the responsibility for the payment of assessments for any such withdrawn Unit or portion thereof shall cease.

(e) The Board also shall have authority to and shall obtain comprehensive public liability insurance, in such amounts as it deems desirable (but in no event less than \$1,000,000), and worker's compensation insurance and other

liability insurance as it deems desirable, insuring each Unit Owner, the mortgagee(s) of Record, if any, the Corporation, the Board, Declarant, any Managing Agent and their respective members, officers, directors, agents and employees, from (1) liability in connection with the Common Elements, and (2) liability arising out of legal proceedings relating to employment contracts to which the Corporation is a party (to the extent such insurance is reasonably available). The premiums for such insurance shall be a Common Expense; however, at the option of the Board, and upon written notice to all Unit Owners, premiums for such insurance shall be separately billed to each Unit Owner in amounts corresponding to such Unit Owner's Proportionate Share. The Board shall retain in safekeeping any such public liability policy for twenty-three (23) years after the expiration date of the policy.

(f) If the Property is located in an area designated by the Department of Housing and Urban Development as having special flood hazards, then the Board also shall have authority to and shall obtain insurance against damage or destruction occasioned by floods in an amount equal to 100% of the insurable value of the Property or, if less, the maximum amount of insurance coverage available. The premiums for such insurance shall be a Common Expense.

(g) The Board also shall have authority to and may obtain such other insurance and bonds, including fidelity insurance and bonds, as it deems desirable, in such amounts, from such sources and in such forms as it deems desirable, insuring the Property and each member of the Board and officer of the Corporation, and each member of any committee appointed pursuant to the By-Laws of the Corporation, from liability arising from the fact that said person is or was director or officer of the Corporation, or a member of any such committee. The premiums for such insurance and bonds shall be a Common Expense.

(h) Each Unit Owner shall be responsible for obtaining his own insurance on his possessions within and any other contents of his own Unit, the Private Elements corresponding to his Unit and the Limited Common Elements serving his Unit, as well as his additions and improvements thereto, all decorations, furnishings and personal property therein and any personal property stored elsewhere on the Property. In addition, in the event a Unit Owner desires to insure against his personal liability and loss or damage by fire or other hazards above and beyond the extent that his liability, loss or damage is covered by the liability insurance and insurance against loss or damage by fire and such other hazards obtained by the Board for the benefit of all of the Unit Owners as part of the Common Expenses, as

above provided, said Unit Owner may, at his option and expense, obtain additional insurance.

14. Maintenance, Repairs and Replacements.

(a) Each Unit Owner, at his own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within his own Unit, including the corresponding Private Elements. Maintenance of, repairs to and replacements of and within the Common Elements shall be the responsibility of and shall be furnished by the Corporation. The cost of maintenance of, repairs to and replacements of or within the Common Elements shall be part of the Common Expenses, subject to the provisions of this Declaration, the By-Laws and the rules and regulations of the Corporation. The expenses for the maintenance of, repairs to or replacements of or within Limited Common Elements shall be borne by the Unit Owner(s) of the Unit(s) to which such Limited Common Elements are appurtenant. At the discretion of the Board, the Board may direct Unit Owners who stand to be benefitted by such maintenance of, repairs to and replacements of and within the Limited Common Elements to arrange for such maintenance, repairs and replacement in the name and for the account of such benefitted Unit Owners, pay the cost thereof with their own funds and procure and deliver to the Board such lien waivers and contractor's and sub-contractor's sworn statements as may be required to protect the Property from all mechanics' or materialmen's lien claims that may arise therefrom; *provided, however,* that if, in order to maintain, repair or replace the electrical wiring, plumbing or other utilities of a Unit, it shall become necessary to gain entry to another Unit, it shall be the responsibility of the Corporation to provide such maintenance, repair or replacement, but the cost of such maintenance, repair or replacement may be assessed to the Unit Owners benefitted thereby as hereinabove provided.

(b) If, due to the act or neglect of a Unit Owner, or of his agent, invitee or licensee, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repair or replacement are required that otherwise would be a Common Expense, then such Unit Owner shall pay for such damage or such maintenance, repair and replacement, as may be determined by the Corporation, to the extent not covered by the Corporation's insurance or sufficient proceeds are not collected from the insurance carrier.

(c) The authorized representatives of the Corporation, Board or of the Managing Agent, with approval of the Board,

shall be entitled to reasonable access to the individual Units and Limited Common Elements as may be required in connection with the preservation of any individual Unit or Limited Common Elements in the event of an emergency, or in connection with any maintenance, repairs or replacements of or within the Common Elements, Limited Common Elements or any equipment, facilities or fixtures affecting or serving other Units, Common Elements and Limited Common Elements, or to make any alteration required by any governmental authority.

15. Alterations, Additions or Improvements. Except as provided in Paragraph 16, no alteration of any Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written consent of the Board. The Board may authorize and charge as Common Expenses alterations, additions and improvements of the Common Elements as provided in the By-Laws. Any Unit Owner may make non-structural alterations, additions or improvements within his Unit without the prior written approval of the Board, but such Unit Owner shall be responsible for any damages to other Units, the Common Elements, the Property or any part thereof resulting from such alterations, additions or improvements.

16. Decorations; Cleaning. Each Unit Owner, at his own expense, shall furnish and be responsible for all decorations and cleaning within his own Unit and the Limited Common Elements serving his Unit, as may be required from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lighting and other furnishings and decorations. Each Unit Owner shall be entitled to the exclusive use of his Unit, and such Unit Owner at his sole expense shall maintain his Unit, including the corresponding Private Elements, in good condition, as may be required from time to time. Said maintenance and use of the Unit shall be subject to the rules and regulations of the Corporation, but each Unit Owner shall have the right to decorate the interior of his Unit from time to time as he may see fit and at his sole expense. Decorations of the Common Elements (other than Limited Common Elements) and any redecoration of Units, to the extent such redecoration of Units is made necessary by damage to Units caused by maintenance, repair or replacement of the Common Elements by the Corporation, shall be furnished by the Corporation as part of the Common Expenses. All windows and screens forming part of a perimeter wall of a Unit shall be cleaned and washed at the expense of the Unit Owner of that Unit.

17. Easements and Encroachments.

(a) If any portions of the Common Elements shall actually encroach upon any Unit, or if any Unit shall actually encroach upon any portions of the Common Elements,

or if any Unit shall actually encroach upon another Unit, as the Common Elements and Units are shown by the Plat, due to engineering errors, errors in original construction, reconstruction or repair, settlement or shifting of a Building or movement of any portion of any other improvements on the Property or any similar cause, there shall be deemed to be mutual easements in favor of the owners of the Common Elements and the respective Unit Owners involved, to the extent of such encroachments, so long as the same shall exist; *provided, however*, that in no event shall an easement for encroachment be created in favor of a Unit Owner if said encroachment occurred due to the willful act of said Unit Owner, and further *provided* that the physical boundaries of a Unit following construction or any reconstruction or repair thereof will be in substantial accord with the description of those boundaries in this Declaration.

(b) Each Unit Owner shall have a perpetual and non-exclusive easement for ingress and egress to his Unit, in, upon, over, under, across and through the Common Elements (other than Limited Common Elements the enjoyment, benefit or use of which is reserved exclusively to other Unit Owners), which easement shall be appurtenant to the Unit of such Unit Owner and shall pass with the Unit estate as and when a transfer or conveyance of ownership of the Unit occurs.

(c) Declarant hereby reserves a perpetual and non-exclusive easement in, upon, over, under, across and through the Common Elements for the purpose of the installation, maintenance, repair and replacement of sewer, water, power and telephone pipes, lines, mains, conduits, poles or transformers, facilities for cable television systems, and any and all other equipment or machinery necessary or incidental to the proper functioning of any utilities systems servicing the Property, which easement shall be for the benefit of the Declarant and any governmental agency, utility company or other entity (public or private) that requires the same for the purpose of furnishing one or more of the foregoing services.

(d) Declarant hereby reserves an easement in, upon, over, under, across and through the Common Elements during the Development Period in order to maintain such facilities and perform such operations as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction of the Units and the Common Elements and the sale of the Units, including a business office, sales office, storage area, construction yards, signs and model Units, and for a period of two (2) years

thereafter, in order to make any repairs to improvements on the Property, including the Units, that Declarant may deem necessary or that may be required pursuant to contracts of sale made with purchasers of Units.

(e) In accordance with the specifications of each governmental body having jurisdiction over the construction of public roads, the right and easement is hereby reserved by the Declarant to construct all streets, roads, alleys or other ways as now or hereafter may be shown on the Plat, or any recorded plat, at such grades or elevations as Declarant in its sole discretion may deem proper. For the purpose of constructing such streets, roads, alleys or ways, Declarant additionally shall have a temporary construction easement, not exceeding ten (10) feet in width, upon and along the Common Elements for the construction of same, and no Unit Owner shall have any right of action or claim for damages against anyone on account of the grade or elevation at which such road, street, alley or public way hereafter may be constructed, or on account of any bank slopes constructed within the limits of said ten (10) foot easement.

(f) A perpetual and non-exclusive easement of unobstructed ingress and egress in, upon, over, under, across and through the Common Elements is hereby reserved to the Declarant and the Corporation for the purpose of maintaining, repairing and replacing the Common Elements or any equipment, facilities or fixtures affecting or servicing the Common Elements; *provided* that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner or Occupant, except that, in the case of an emergency, such right of entry shall be immediate and absolute, regardless of whether the Unit Owner or Occupant is present at the time or whether request is made.

18. Transfer of a Unit.

(a) Leases. Unless the approval of the Board is first obtained, no Unit or interest therein shall be leased by a Unit Owner other than Declarant. Any lease made by a Unit Owner other than Declarant without first obtaining Board approval shall be voidable at the Board's option upon five (5) days' written notice to the Unit Owner. Nothing contained in this Declaration shall restrict the ability of Declarant to lease any Units owned by Declarant for such periods of time and upon such terms and conditions as Declarant deems appropriate. Any lease or rental agreement with respect to a Unit must be in writing and subject to applicable requirements of the Act, this Declaration, the By-Laws and the rules and regulations of the Corporation.



(b) Corporation's Right to Purchase. The Board shall have the power and authority to bid for and purchase, for and on behalf of the Corporation, any Unit, or interest therein, that is offered for sale by the Unit Owner or pursuant to a deed of trust or mortgage foreclosure, a foreclosure of the lien for Common Expenses under the Act or an order or direction of a court, or at any other involuntary sale, upon the consent or approval of not less than sixty-seven percent (67%) of the Unit Owners. Such consent shall set forth a maximum price that the Board or its duly authorized agent may bid and pay for said Unit.

(c) Financing of Purchase by Corporation. The Board shall have authority to make such mortgage arrangements and special assessments proportional among the respective Unit Owners, and such other financing arrangements, as the Board may deem desirable, in order to close and consummate the purchase of a Unit, or interest therein, by the Corporation. Notwithstanding the foregoing, no such financing arrangement may be secured by an encumbrance on any interest in the Property other than the Unit, or interest therein, to be purchased and the percentage interest in the Common Elements appurtenant thereto.

(d) Miscellaneous.

(1) The Corporation shall hold title to any Unit, pursuant to the terms hereof, in the name of the Corporation, or a nominee thereof designated by the Board, for the sole benefit of all Unit Owners. The Board shall have the authority at any time to sell, lease or sublease said Unit on behalf of the Corporation upon such terms as the Board shall deem desirable, but in no event shall a Unit be sold for less than the amount paid by the Corporation to purchase said Unit unless not less than sixty-seven percent (67%) of the Unit Owners first authorize the sale for such lesser amount.

(2) The Board may adopt rules and regulations from time to time, not inconsistent with the provisions of this Paragraph 18, for the purpose of implementing and effectuating said provisions.

19. Use and Occupancy Restrictions.

(a) Subject to the provisions of the By-Laws, no part of the Property may be used for purposes other than for single family residences and the related common purposes for which the Property was designed and as allowed by applicable zoning laws. Each Unit or any two or more adjoining Units used together shall be used as a single family residence or

for such other use as is permitted by this Declaration, and for no other purpose. The foregoing restrictions as to residential use shall not be construed to prohibit a Unit Owner from: (1) maintaining his personal professional library within his Unit, (2) keeping his professional or personal business records or accounts within his Unit, or (3) handling his professional or personal business telephone calls, other electronic communications or correspondence within his Unit; such uses being hereby expressly declared to be incident to the principal residential use and not in violation of said restrictions.

(b) The Property is intended and will be operated for occupancy by persons 55 years of age or older as contemplated by, and in compliance with applicable requirements, the Housing for Older Persons Act of 1995, as codified at 42 U.S.C. § 3607(b)(2)(C), which requires, among other things, that eighty percent (80%) of the occupied Units be occupied by at least one person who is 55 years of age or older (subject to certain regulatory exceptions and exclusions). The Board, on behalf of the Corporation, shall publish and adhere to policies and procedures that demonstrate this intent, and shall cause the Property to be operated in compliance with applicable rules issued by the Secretary of Housing and Urban Development for verification of occupancy.

In order that the Corporation may assure compliance with all applicable legal and regulatory requirements under or pursuant to the Housing for Older Persons Act of 1995 relating to occupancy of a specified percentage of the Units by persons 55 years of age or older, each Unit Owner, by acceptance of a conveyance of his Unit, shall be deemed to have agreed as follows:

(1) Unless otherwise specifically approved in writing by the Board, each occupied Unit shall be occupied by at least one Occupant 55 years of age or older.

(2) Upon the request of the Board, each Unit Owner will provide any information or documentation reasonably requested by the Board in order to verify the extent to which the Units are occupied by persons 55 years of age or older, including any information or documentation specified in applicable regulations promulgated by the United States Department of Housing and Urban Development. The Unit Owners will cooperate with any periodic occupancy surveys conducted by the Board.

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(c) Subject to the approval of the Board, the part of the Common Elements separating and located between and exclusively serving two or more adjacent Units used together (including portions of any hallway and any walls) may be altered to afford ingress and egress to and from such Units and to afford privacy to the Occupants of such Units when using such Common Elements, and that part of the Common Elements so altered may be used by the Unit Owner or Owners of such Units as a licensee pursuant to a license agreement with the Corporation, provided that (1) the expense of making such alterations shall be paid in full by the Unit Owner or Owners making such alteration, (2) such Unit Owner or Owners shall pay in full the expense of restoring such Common Elements to their condition prior to such alteration in the event such Units shall cease to be used together, as aforesaid, and (3) such alteration shall not interfere with use and enjoyment of the Common Elements (other than the aforesaid part of the Common Elements separating such adjacent units), including reasonable access and ingress to and egress from the other Units in the hallway affected by any such alteration.

(d) The Common Elements shall be used only by the Unit Owners and their family members, agents, invitees, guests and licensees for access and ingress to and egress from the respective Units and for such other purposes as are incidental to the ownership, use and enjoyment of the Units; provided, however, that receiving rooms, storage areas and other areas designed for a specific use shall be used only for purposes approved by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner, and shall be subject to any lease, concession or easement presently in existence or hereafter entered into by the Board at some future time, affecting any part or all of said Common Elements.

20. Remedies. In the event of any violation of the provisions of the Act or any of the covenants, conditions, restrictions or provisions of this Declaration or the By-Laws or any of the rules and regulations of the Corporation by any Unit Owner (either by his own conduct or by the conduct of any other Occupant of his Unit or any family member, invitee, guest or licensee thereof) the Corporation, or its successors or assigns, or the Board, or its agents, shall have each and all of the rights and remedies that may be provided for in the Act, this Declaration, the By-Laws or said rules and regulations, or that may be available at law or in equity, and may prosecute an action or other proceedings against such defaulting Unit Owner or other Occupant for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner,

or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies or for any other relief. All expenses of the Corporation, or its successors or assigns, or the Board, or its agents, in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the Delinquency Interest Rate until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the Common Expenses, and the Corporation shall have a lien for all of the same, as well as for non-payment of his respective share of the Common Expenses, upon the Unit and ownership interest in the Common Elements of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the Property; provided, however, that such lien shall be subordinate to the lien of a first mortgage or deed of trust on the interest of such Unit Owner, except for the amount of the corresponding Proportionate Share of said Common Expenses that become due and payable from and after the date on which the beneficiary of said mortgage or deed of trust either takes possession of the Unit, accepts a conveyance of any interest therein (other than as a security) or forecloses its mortgage or deed of trust. In the event of any such default by any Unit Owner, the Board and the Managing Agent, if so authorized by the Board, shall have the authority to correct such default and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner and secured by the lien hereinabove provided. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

A violation of the Act or any of the covenants, conditions, restrictions or provisions of this Declaration or the By-Laws or any of the rules and regulations of the Corporation shall give the Corporation, acting through the Board, the right, in addition to any other rights provided for in this Declaration: (a) to enter (either peaceably or forcibly without liability to such Unit Owner for such entry) upon the Unit, or any portion of the Property upon which or as to which such violation or breach exists, and summarily to (i) abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof (provided that an appropriate civil action shall be instituted before any items of construction may be altered or demolished), or (ii) take any other action reasonably required to remedy such violation, and the Board, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by

appropriate legal proceedings; either at law or in equity, the continuance of any breach; or (c) to take possession (either peaceably or forcibly without liability to such Unit Owner for such entry) of such Unit Owner's interest in the Property and to maintain an action for possession of such Unit in the manner provided by law.

If any Unit Owner (either by his own conduct or the conduct of any other Occupant of his Unit or any family member, agent, invitee, guest or licensee thereof) shall violate the Act or any of the covenants, conditions, restrictions or provisions of this Declaration or the By-Laws or any of the rules and regulations of the Corporation, and if such default or violation shall continue for ten (10) days after notice to the Unit Owner in writing from the Board, or shall occur repeatedly during any ten (10) day period after such written notice or request from the Board to cure such violation, then the Board shall have the power to issue to said defaulting Unit Owner a notice in writing terminating the rights of the said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use or control his Unit, and thereupon an action in equity may be filed by the Corporation, acting through the Board, against said defaulting Unit Owner for a decree of mandatory injunction against such defaulting Unit Owner or Occupant, or in the alternative, for a decree declaring the termination of said defaulting Unit Owner's right to occupy, use or control the Unit owned by him on account of said violation, and ordering that all right, title and interest of said defaulting Unit Owner in the Property shall be sold (subject to the lien of any existing deed of trust or mortgage) at a judicial sale upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the said defaulting Unit Owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of such proceeding and sale, and all such items shall be assessed against said defaulting Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments or liens hereunder, shall be paid to said defaulting Unit Owner. Upon the confirmation of such sale, the purchaser thereupon shall be entitled to a deed to the Unit and the Unit Owner's corresponding percentage of ownership in the Common Elements, and to immediate possession of the Unit sold, and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Unit ownership sold subject to this Declaration.

21. Amendment.

(a) Except as otherwise provided in this Declaration, the provisions of this Declaration may be changed, modified or rescinded only by an instrument in writing, setting forth such change, modification or rescission, signed by not less than sixty-seven percent (67%) of the Unit Owners and acknowledged. For purposes of the foregoing at any time, Declarant shall be deemed to be a Unit Owner not only with respect to completed Units owned by Declarant at such time but also with respect to (1) any incomplete or unconstructed Units as to which Declarant is the owner of the corresponding Private Elements at such time, and (2) the maximum number of Units that may be constructed on those portions of the Additional Real Property, if any, that have not been, but still may be, incorporated into the Parcel at such time (for purposes of this clause (2), the maximum number of Units that may be constructed on the entire Parcel if all of the Additional Real Property is incorporated therein is ninety [90]).

(b) Notwithstanding the foregoing, the approval of Eligible Mortgagees representing at least fifty-one percent (51%) of the votes of Units subject to deeds of trust or mortgages held by Eligible Mortgagees shall be required for (x) the amendment of any provision of this Declaration that relates to any of the following (sometimes referred to herein as "Major Decisions"), or (y) the approval by the Unit Owners of any matter that is submitted to a vote of the Unit Owners pursuant to this Declaration and that relates to any Major Decision:

- (1) voting rights,
- (2) increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%) or the lien for assessments or the priority thereof,
- (3) reductions in reserves for maintenance, repair and replacement of the Common Elements,
- (4) responsibility for maintenance and repairs,
- (5) reallocation of interests in the Common Elements or rights to their use,
- (6) except as provided in subparagraph (d), below, redefinition of any Unit boundaries,
- (7) convertibility of Units into Common Elements and vice versa,

(8) expansion or contraction of the Property, or the addition, annexation or withdrawal of property from the Property,

(9) hazard or fidelity insurance requirements,

(10) imposition of any restrictions on the leasing of units,

(11) imposition of any restrictions on a Unit Owner's right to sell or transfer his Unit,

(12) a decision by the Corporation to establish self-management of the Property, if professional management had been required previously by this Declaration, the By-Laws or any Eligible Mortgagee,

(13) restoration or repair of the Property (after damage or partial condemnation) in a manner other than as specified by this Declaration or the By-Laws, or

(14) the protection or benefit of holders, insurers or guarantors of deeds of trust or mortgages on Units.

(c) Notwithstanding the foregoing, an amendment to this Declaration solely for the purpose of setting forth a modification of or amendment to the By-Laws, as provided in Article IX, Section 3 of the By-Laws, need only be executed on behalf of the Corporation by the President (or other duly authorized officer) of the Corporation and accompanied by the affidavit of such officer to the effect that such amendment or modification was approved in accordance with the provisions of Article IX, Section 3 of the By-Laws and that such officer was duly authorized to execute and deliver such amendment.

(d) Notwithstanding the foregoing, an amendment or supplement to this Declaration, the Plat or the By-Laws (1) to correct clerical or scrivener's errors or (2) for the purpose of making modifications to reflect the actual locations and areas of the Units as built need only be executed by Declarant, and the joinder or approval of the Corporation, the Unit Owners or Eligible Mortgagees shall not be required.

(e) Notwithstanding the foregoing, any termination of this Declaration by the Unit Owners other than as provided in Paragraphs 13 and 27 may not be effected without the concurrence of Eligible Mortgagees representing at least sixty-seven percent (67%) of the votes of Units subject to deeds of trust or mortgages held by Eligible Mortgagees

(f) Whenever pursuant to this Declaration or the By-Laws the agreement, concurrence or approval of an Eligible Mortgagee is required or otherwise sought, such Eligible Mortgagee's agreement, concurrence or approval may be assumed if it fails to submit a response to a written proposal for an amendment or other action within thirty (30) days after it receives proper notice of the proposal by certified or registered mail, return receipt requested.

(g) Notwithstanding the foregoing, if the Act, this Declaration or the By-Laws requires the consent or agreement of all Unit Owners or of all lien holders for any action specified in the Act or in this Declaration or the By-Laws, then any instrument changing, modifying or rescinding any provision of this Declaration with respect to such action shall be signed by all Unit Owners or all lien holders or both as required by the Act, this Declaration or the By-Laws. The change, modification or rescission, whether accomplished under either of the provisions of this Paragraph 21, shall be effective upon the Recording of such instrument; *provided, however*, that no provisions in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

22. Notices. Notices provided for in the Act, this Declaration or the By-Laws shall be in writing, and shall be addressed as follows:

(a) to the Corporation or the Board, as the case may be, c/o Rochford Realty and Construction Co., Inc., 2200 Abbott Martin Road, Nashville, Tennessee 37215,

(b) to Declarant at 2200 Abbott Martin Road, Nashville, Tennessee 37215, and

(c) to each Unit Owner (other than Declarant) at his Unit.

Notwithstanding the foregoing, Declarant, the Corporation or the Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners. Any Unit Owner may designate a different address for notices to him by giving written notice to the Corporation. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, or when delivered in person with written acknowledgment of the receipt thereof.

23. Severability. If any provision of this Declaration or the By-Laws, or any section, sentence, clause, phrase or word, or the application thereof in any circumstance, is held invalid, the

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validity of the remainder of this Declaration and the By-Laws and the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby, and the remainder of this Declaration or the By-Laws shall be construed as if such invalid part was never included therein.

24. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by this Declaration otherwise would be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of Elizabeth II, Queen of England.

25. Rights and Obligations. Each grantee of Declarant, by the acceptance of a deed of conveyance with respect to any part of the Property, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges of, and the jurisdiction, rights and powers created or reserved by, this Declaration. All future Unit Owners and Occupants shall be subject to and shall comply with the provisions of this Declaration. Any restrictions or rules in the By-Laws that are more than administrative in nature such as, but not limited to, reservations in favor of and future rights of Declarant, are hereby incorporated into and made a part of this Declaration by reference. All rights, benefits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any Person having at any time any interest or estate in the Property, and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every such deed of conveyance or contract for conveyance.

All present and future Unit Owners, tenants and occupants of a Unit shall be subject to, and shall comply with, the provisions of the By-Laws, as they may be amended from time to time. The acceptance of a deed of conveyance, devise of or lease to a Unit, or the entering into occupancy of any Unit, shall constitute an agreement that the provisions of the By-Laws and any rules and regulations promulgated thereunder, as they may be amended from time to time, are assumed, accepted and ratified by such Unit Owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any Person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

The terms and conditions of this Declaration, the By-Laws and the rules and regulations promulgated thereunder may be incorporated by reference in, and become part of, any agreement

between any first mortgagee and any Unit Owner who enters into such agreement with a first mortgagee. When so incorporated, any default in the terms and conditions of this Declaration, the By-Laws or the said rules and regulations may be considered as a default by the first mortgagee, whereupon said first mortgagee, after exercising its option to declare a default, shall then have all of the rights and privileges arising as a result of a default under its agreement with said Unit Owner.

26. Trustee as Unit Owner. In the event title to any Unit is conveyed to a land title holding trust, under the terms of which all powers of management, operation and control of the Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiary or beneficiaries thereunder shall be considered the Unit Owner for all purposes and shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit. No claim shall be made against any such titleholding trustee personally for payment of any lien or obligation created hereunder, and such trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of any such lien or obligation shall continue to be a charge or lien upon the Unit and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any such trust or any transfer of title to such Unit.

27. Condemnation.

(a) In the event of a taking of a part of the Common Elements through condemnation or by exercise of the power of eminent domain, the award made for such taking shall be payable to the Corporation. The Corporation is hereby designated to represent the Unit Owners in any such proceedings and any related negotiations, settlements or agreements, and is hereby appointed the agent and attorney-in-fact of the Unit Owners for such purposes. If a majority of the Board in their sole and absolute discretion approve the repair and restoration of such Common Elements, the Board shall arrange for the repair and restoration of such Common Elements, and the Board shall disburse the proceeds of such award to the contractor(s) engaged in such repair and restoration in appropriate progress payments. In the event that the Board does not approve the repair and commence restoration of such Common Elements within one hundred twenty (120) days after taking by the public or private authority, the Board shall disburse the net proceeds of such award on the basis of each Unit's percentage of ownership in the Common Elements.

(b) If the whole or more than two-thirds (2/3) of all the Buildings and Common Elements are taken through condemnation or by exercise of the power of eminent domain, as determined by the Board, and if not less than sixty-seven percent (67%) of the Unit Owners, together with Eligible Mortgagees representing at least fifty-one percent (51%) of the votes of Units subject to deeds of trust or mortgages held by Eligible Mortgagees, determine that restoration of the affected portion(s) of the Property is not feasible or otherwise shall not take place, then such restoration shall not be required. In such event, the Board, as soon as is reasonably practicable and as agent for the Unit Owners, shall sell the Property, in its then condition, free from the effect of this Declaration, which shall terminate upon such sale, on terms satisfactory to the Board, and the net proceeds of such sale and of all condemnation awards shall thereupon be distributed to the Unit Owners and their mortgagees, as their interests may appear. If and to the extent requested by the Board, the Unit Owners shall join in any conveyance necessary to facilitate such sale. If the Board fails to consummate a sale pursuant to this paragraph within twenty-four (24) months after the destruction or damage occurs, then the Managing Agent or the Board shall, or if it does not, any Unit Owner or mortgagee may, Record a sworn declaration setting forth such fact and reciting that under the provisions of this Declaration the prohibition against judicial partition provided for in this Declaration has terminated and that judicial partition of the Property may be obtained pursuant to the laws of the State of Tennessee. Upon final judgment of a court of competent jurisdiction decreeing such partition, this Declaration shall terminate.

28. Rights Reserved. The Unit Owners' rights of enjoyment in the Common Elements shall be subject to:

(a) The right of the Corporation, as provided in the By-Laws, to suspend the enjoyment rights of any member in utilities, ingress and egress, and all other rights in the Common Elements for any period during which any assessment remains unpaid, and for such period as it considers appropriate for any infraction of its published rules and regulations; and

(b) The right of the Corporation to charge reasonable fees for the use of designated parts of the Common Elements; and

(c) The right of the Corporation to diminish in any way or to dedicate or transfer all or any part of the Common Elements to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the

members entitled to vote thereon, *provided* that no such diminution or dedication or transfer, nor any determination as to the purposes or conditions thereof, shall be effective unless Declarant (or its successors or assigns) and a Majority of the Unit Owners have approved such dedication, transfer, purpose or condition; and

(d) The right of Declarant, at its sole expense, to relocate, expand, modify, reduce, enlarge or extend existing driveways, parking areas and yard and to construct, relocate, expand, modify, reduce, enlarge or extend sewers, utility lines or service connections in order to serve the Buildings; and

(e) The right of the Corporation to grant such licenses, permits, easements and rights-of-way to such utility companies or public agencies or authorities as it shall deem necessary for the proper servicing, maintenance and operation of the Common Elements and the individual Units.

29. Expansion of Property.

(a) Notwithstanding anything to the contrary contained in this Declaration, Declarant hereby reserves the right (but shall be under no obligation), in its sole discretion, at any time and from time to time within five (5) years of the Recording of this Declaration, to amend or supplement this Declaration or the Plat without the consent of the Corporation, the Board, any Unit Owner, any Person having a contractual right to acquire a Unit or any other Person (including the holder of any mortgage or deed of trust with respect to a Unit) to incorporate in the Parcel and the Property all or any portion of the Additional Real Property (which term as used herein shall mean and refer to all or any portion of such real property), on which Declarant may construct or cause to be constructed not more than eighty-two (82) additional Units and certain Common Elements, thereby subjecting the same to all of the terms, conditions and provisions of the Act and this Declaration as if such Additional Real Property had been a part of the Property on the date hereof. Any such amendment(s) or supplement(s) to this Declaration or the Plat shall be effective upon Recording and collectively shall include (1) a description of the Additional Real Property so incorporated, and (2) the number of Units added to the Property by such amendment and the cumulative total number of Units. Amendments or supplements to the Plat shall depict all of the Property as expanded pursuant to such amendment or supplement, and such revised Plat shall amend, supersede and replace the Plat as theretofore in effect. Effective upon the Recording of any

such amendment or supplement, the respective percentage ownership interests of the Units in the Common Elements shall be deemed adjusted as provided in Exhibit D without further action by Declarant or any other Person. Any and all such amendments or supplements and the corresponding adjustments in the respective percentage ownership interests in the Common Elements shall be binding upon all Unit Owners, the holders of all mortgages or deeds of trust encumbering Units and every other Person having an interest in the Property or any one or more Units.

(b) All improvements on or to any Additional Real Property constituting Common Elements (excluding Limited Common Elements) will be consistent with the initial improvements in structure type and quality of construction.

(c) This Declaration shall not be deemed to place any encumbrance, restriction or limitation of any kind upon the Additional Real Property unless the same is incorporated in the Property as hereinabove provided within five (5) years of the Recording of this Declaration.

(d) Nothing contained in this Paragraph 29 shall be construed to authorize or permit annexation of any other or further land to the Property except by an amendment duly adopted pursuant to Paragraph 21.

30. Innsbrooke Agreement. Although the Property is not subject to the Innsbrooke Covenants and Unit Owners will not be members of the Innsbrooke Homeowners' Association, Unit Owners are obligated to pay assessments to the Innsbrooke Homeowners' Association pursuant to and as provided in the Innsbrooke Agreement.

31. Miscellaneous Provisions.

(a) This Declaration shall be construed in accordance with and governed by the laws of the State of Tennessee.

(b) The use of defined terms herein and in the By-Laws is for convenience of reference and shall not be deemed to be limiting or to have any other substantive effect with respect to the Persons or things to which reference is made through the use of such defined terms. Paragraph headings herein and in the By-Laws are included for convenience of reference only, shall not constitute a part hereof for any other purpose and in no way define, limit or describe the scope or intent of any provision hereof or thereof.

(c) Any reference herein or in the By-Laws to any instrument, document or agreement, by whatever terminology used, shall be deemed to include any and all amendments,

restatements, modifications, supplements, extensions, renewals or replacements thereof as the context may require.

(d) All references herein to the preamble, the recitals or paragraphs, subparagraphs or exhibits are to the preamble, recitals, paragraphs, subparagraphs and exhibits of or to this Declaration unless otherwise specified. All references in the By-Laws to articles, sections, paragraphs or subparagraphs are to articles, sections, paragraphs and subparagraphs of the By-Laws unless otherwise specified. The words "hereof", "herein" and "hereunder" and words of similar import, when used in this Declaration, refer to this Declaration as a whole and not to any particular provision of this Declaration.

(e) When used herein and in the By-Laws, (1) the singular shall include the plural, and vice versa, and the use of the masculine, feminine or neuter gender shall include all other genders, as appropriate, (2) "include", "includes" and "including" shall be deemed to be followed by "without limitation" regardless of whether such words or words of like import in fact follow same, and (3) unless the context clearly indicates otherwise, the disjunctive "or" shall include the conjunctive "and".

(f) Any reference herein to any law shall be a reference to such law as in effect from time to time and shall include any rules and regulations promulgated or published thereunder and published interpretations thereof.

**IN WITNESS WHEREOF**, Declarant has caused this Declaration to be executed by its duly authorized officer on the date first above written.

ROCHFORD REALTY AND CONSTRUCTION  
CO., INC.

By:   
John T. Rochford, President

STATE OF TENNESSEE )  
COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, John T. Rochford, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the President of ROCHFORD REALTY AND CONSTRUCTION CO., INC., the within-named bargainer, a corporation, and is authorized by the corporation to execute this instrument on behalf of the corporation.

WITNESS my hand, at office, this 19th day of December, 1997.

Lillian Franck  
Notary Public

My Commission Expires:

Nov. 28, 1998

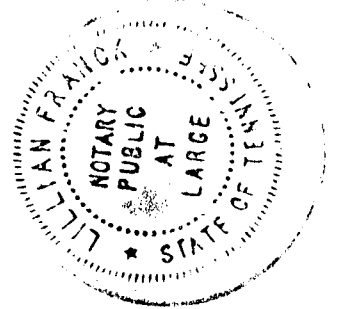


EXHIBIT A

[Description of Parcel]

A tract of land located in the 11th Civil District of Rutherford County, Tennessee, being Lot 1 on the Final Plat - Section I, Phase I, The Cottages at Innsbrooke, as of record in Plat Book 18, page 312, Register's Office for Rutherford County, Tennessee, to which plat reference is here made for additional information as to the size, location and description of said land. Said land is bounded on the west, north and east by the remaining property of Middle Tennessee Development Company, L.L.C. (Deed Book 608, page 545, RORCT), and on the south by Innsbrooke, Section III (Plat Book 19, page 164, RORCT), and is more particularly described as follows according to a description prepared by William H. Huddleston, Tennessee RLS No. 1630, Huddleston-Steele Engineering, Inc., 2115 NW Broad Street, Murfreesboro, Tennessee 37129:

COMMENCING at an iron pin in the southwest corner of Bob Parks and Gene Dixon (Deed Book 230, page 47, RORCT); thence with the west line of Innsbrooke, Section III, S-03°04'30"-W 20.00 feet to a point, being a southeast corner of Middle Tennessee Development Company, L.L.C.; thence with the north line of Innsbrooke, Section III, S-89°52'10"-W 50.00 feet to the point of beginning, said point being the southeast corner of this tract, thence with the north line of Innsbrooke, Section III, S-89°52'10" W 295.07 feet to a point, being the southwest corner of this tract, thence with the remaining property of Middle Tennessee Development Company, L.L.C., N-00°07'50"-W 245.59 feet to a point, being the northwest corner of this tract; thence continuing with the remaining property of Middle Tennessee Development Company, L.L.C., S-89°52'10"-E 152.25 feet to a point, being the northeast corner of this tract; thence S-30°22'50"-E 283.50 feet to the point of beginning; containing 1.26 acres, more or less.

BEING THE SAME property conveyed to Rochford Realty and Construction Co., Inc., a Tennessee corporation, by deed from Middle Tennessee Development Company, L.L.C., a Tennessee limited liability company, of record in Deed Book 613, page 204 Register's Office for Rutherford County, Tennessee.



EXHIBIT BBYLAWS OF  
THE COTTAGES AT INNSBROOKE TOWNHOUSE CORPORATION

## ARTICLE I

## OFFICE

Section 1. Principal Office. The principal office of the Corporation shall be maintained at 2200 Abbott Martin Road, Nashville, Tennessee 37215.

Section 2. Place of Meetings. All meetings of the Corporation shall be held at its principal office unless some other place is stated in the call.

## ARTICLE II

## RIGHTS OF DECLARANT DURING DEVELOPMENT PERIOD

Section 1. Development Period. As used in these By-Laws, the term "Development Period" means the period of time commencing on the date of the Recording of the Declaration and ending on the day that is the earlier to occur of (a) the day that is four (4) months after the date on which at least seventy-five percent (75%) of the Units have been conveyed to the initial purchasers thereof by Declarant, or (b) the day that is five (5) years after the first conveyance of a Unit to the initial purchaser thereof by Declarant, or (c) any day prior to the days specified in clauses (a) or (b) of this sentence on which Declarant, in its sole discretion, elects to terminate the Development Period by calling the First Annual Meeting (as hereinafter defined). For purposes of the foregoing, "Unit" at any time shall be deemed to include not only completed Units owned by Declarant at such time but also shall include (1) any incomplete or unconstructed Units as to which Declarant is the owner of the corresponding Private Elements at such time, and (2) the maximum number of Units that may be constructed on those portions of the Additional Real Property, if any, that have not been, but still may be, incorporated into the Parcel at such time (for purposes of this clause (2), the maximum number of Units that may be constructed on the entire Parcel if all of the Additional Real Property is incorporated therein is ninety [90]).

Section 2. Meetings of Corporation. Notwithstanding those provisions of Article III that are to the contrary, meetings of the Corporation during the Development Period shall take place

only upon the call of Declarant. At any such meeting, Declarant may (but shall not be required to) submit to a vote of the Unit Owners any matter that properly may come before a meeting of the Corporation, and the provisions of Article III shall be applicable to all proceedings in connection with any matter so submitted. Except as provided in the immediately preceding sentence, and notwithstanding any provision of Article III that is to the contrary, during the Development Period Declarant in its sole discretion shall determine all matters that may properly come before the Board or the Corporation.

Section 3. Board of Directors. Notwithstanding those provisions of Article IV that are to the contrary, during the Development Period (a) the Board of Directors (as hereinafter defined) shall be composed of such number of persons (not to exceed five (5)) as Declarant from time to time shall determine, and (b) the members of the Board of Directors shall be appointed by Declarant from time to time, shall serve for such terms and shall be subject to removal by Declarant, all as Declarant shall determine in its sole discretion; *provided, however*, that no such director's term shall extend later than the date of the First Annual Meeting.

Section 4. Officers. Notwithstanding those provisions of Article V that are to the contrary, during the Development Period the officers of the Corporation shall be appointed by Declarant from time to time, shall serve for such terms and shall be subject to removal by Declarant, all as Declarant shall determine in its sole discretion; *provided, however*, that no such officer's term shall extend later than the organizational meeting of the new Board of Directors following the First Annual Meeting.

Section 5. Amendment of By-Laws During Development Period. Nothing contained in this Article II shall be deemed to give Declarant any right or power to amend these By-Laws or any of the Rules and Regulations (as hereinafter defined) during the Development Period without the consent or approval of the number of Unit Owners required hereunder for such purpose. Notwithstanding the provisions of Articles VI and X, these By-Laws and the Rules and Regulations may not be amended by the Unit Owners during the Development Period without the express written approval of Declarant.

## ARTICLE III

### UNIT OWNERS; MEETINGS

Section 1. Annual Meeting. The annual meeting of the Corporation (except for the First Annual Meeting, as hereinafter defined) shall be held on the first Monday of the fourth (4th)

calendar month following the close of the Corporation's fiscal year. The first annual meeting of the Corporation (the "First Annual Meeting") will be called by Declarant at such time as, in its discretion, it deems best, but in no event shall such meeting take place later than the expiration of the Development Period.

Section 2. Special Meetings. Special meetings may be held at any time upon the call of the President or upon the call of not less than ten percent (10%) of the Unit Owners. Upon receipt of such call, the Secretary shall send out notices of the meeting to all members of the Corporation.

Section 3. Notice of Meetings. A written or printed notice of every meeting of the Corporation, stating whether it is an annual meeting or special meeting, the authority for the call of the meeting, the place, day and hour thereof and the purpose therefor, shall be given by the Secretary or the person or persons calling the meeting at least three days before the date set for such meeting. Such notice shall be given to each member in any of the following ways: (a) by any manner permitted under the Declaration, or (b) by leaving the same with him personally, or (c) by leaving the same at the residence or usual place of business of such member, or (d) by mailing it, postage prepaid, addressed to such member at his address as it appears on the records of the Corporation, or (e) if such member cannot be located by reasonable efforts, by posting said notice in the main lobby of the Buildings. If notice is given pursuant to the provisions of this section, the failure of any member to receive actual notice of the meeting shall in no way invalidate the meeting or any proceedings at such meeting.

Section 4. Waiver of Notice. The presence of all the members, in person or by proxy, at any meeting shall render the same a valid meeting, unless any member shall, at the opening of such meeting, object to the holding of the same for noncompliance with the provisions of Section 3 of this Article III. Any meeting so held without objection shall, notwithstanding the fact that no notice thereof was given, or that the notice given was improper, be valid for all purposes, and at such meeting any general business may be transacted and any action may be taken; *provided, however,* that where a member has pledged his vote by mortgage, deed of trust or agreement of sale, only the presence of the pledgee will be counted in determining whether notice is waived with regard to business dealing with such matters upon which the member's vote is so pledged.

Section 5. Quorum; Voting. At any meeting of the Corporation, sixty-seven percent (67%) of the Unit Owners, present or by proxy, shall constitute a quorum and, except as otherwise provided herein, in the Declaration or in the Act, the concurring vote of a Majority of the Unit Owners shall be valid

and binding upon the Corporation. In the event a member has pledged his vote by mortgage, deed of trust or agreement of sale, the member's vote will be recognized in computing a quorum with respect to any business conducted concerning such matters upon which said member's vote is so pledged or mortgaged unless the mortgage, deed of trust or agreement of sale provides otherwise, in which event such instruments shall control. In the event of such mortgage or pledge, the Unit Owner shall provide the Corporation with a copy of the pledging or mortgaging instrument.

Section 6. Membership; Voting. Any Person or combination thereof owning any Unit duly Recorded in his or its name, the ownership of which shall be determined by the records of the Register's Office for Rutherford County, Tennessee (including Declarant, as to any and all Units owned thereby), shall be a member of the Corporation, and either in person or by proxy entitled to a vote equivalent to one vote for each Unit so owned at all meetings of the Corporation. Any provision of the Declaration or these By-Laws to the contrary notwithstanding, coowners or joint owners shall be deemed one Unit Owner and one member. The authority given by a member to another person to represent such member at meetings of the Corporation shall be in writing, signed by such member (or if a Unit is jointly owned then by coowners or joint owners, by all such coowners or joint owners; or if such member is not a natural person, by the proper representative(s) thereof), and shall be filed with the Secretary, and unless limited by its terms, such authority shall be deemed good until revoked in a writing filed with the Secretary. An executor, administrator, guardian or trustee may vote in person or by proxy at any meeting of the Corporation with respect to any Unit owned or held by him in such capacity, whether or not the same shall have been transferred to his name by a duly Recorded conveyance. In case such Unit shall not have so been transferred to his name, he shall satisfy the Secretary that he is the executor, administrator, guardian or trustee holding such Unit in such capacity. Whenever any such Unit is owned by two or more persons jointly according to the Record, the vote therefor may be exercised by any one of the owners present in the absence of protest by the other or others; *provided*, however, that when the vote of an owner or owners has been pledged by mortgage or deed of trust of Record, only the vote of the pledgee will be recognized upon those matters upon which the owner's or owners' vote is so pledged except as otherwise provided in Section 5.

To the fullest extent permissible under applicable law and any applicable rules or regulations of the Federal National Mortgage Corporation, a Unit Owner who is delinquent in the payment of any assessments or other amounts owed to the Corporation by such Unit Owner, and any representative of any such Unit Owner, shall not be entitled to exercise the privilege

of voting on matters submitted to a vote of the Unit Owners although such Unit Owner may be counted for the purpose of determining whether a quorum is present at a meeting of the Corporation.

For purposes of determining membership in the Corporation and counting voting rights at any time, Declarant shall be deemed to be a Unit Owner not only with respect to completed Units owned by Declarant at such time but also with respect to (1) any incomplete or unconstructed Units as to which Declarant is the owner of the corresponding Private Elements at such time, and (2) the maximum number of Units that may be constructed on those portions of the Additional Real Property, if any, that have not been, but still may be, incorporated into the Parcel at such time (for purposes of this clause (2), the maximum number of Units that may be constructed on the entire Parcel if all of the Additional Real Property is incorporated therein is ninety [90]).

Section 7. Adjournment. Any meeting of the Corporation may be adjourned from time to time to such place and time as may be determined by majority vote of the members present, whether a quorum be present or not, without notice other than the announcement at the meeting. At any adjourned meeting at which a quorum is present, any business may be transacted that might have been transacted by a quorum at the meeting originally called.

#### ARTICLE IV

##### BOARD OF DIRECTORS; MEETINGS

Section 1. Number and Qualification. The affairs of the Corporation shall be governed by a board of directors (the "Board of Directors" or the "Board") composed of five (5) persons, and all such directors shall be Unit Owners (or owners of an interest in a Unit).

Section 2. Powers and Duties. The Board of Directors shall have all of the powers and duties granted thereto in the Declaration and all other powers and duties necessary for the administration of the affairs of the Corporation, and may do all such acts and things as are not by law, by the Declaration or by these By-Laws directed to be exercised and done by the Unit Owners.

Section 3. Other Powers and Duties. In addition to duties imposed by the Declaration, these By-Laws or by resolutions of the Corporation, the Board of Directors shall have the following powers and duties:

- (a) to elect and remove the officers of the

Corporation as hereinafter provided;

- (b) to administer the affairs of the Corporation and the Property;
- (c) to engage the services of an agent (hereinafter sometimes called the "Managing Agent") to maintain, repair, replace, administer and operate the Property or any part thereof for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve; *provided, however, that:*
  - (1) any management agreement relating to the Property shall be terminable for cause without penalty upon not more than thirty (30) days' notice and shall have a term of not less than one (1) year nor more than three (3) years, which term shall be renewable upon approval of the Board; and
  - (2) any management agreement relating to the Property entered into by Declarant prior to the expiration of the Development Period shall be terminable by the Corporation without cause at any time after expiration of the Development Period;
- (d) to formulate policies for the administration, management and operation of the Property and the Common Elements thereof;
- (e) to adopt rules and regulations, with written notice thereof to all Unit Owners, governing the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time;
- (f) to provide for the surveillance, maintenance, repair and replacement of the Common Elements and the Buildings and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or The Managing Agent;
- (g) to provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, to engage or contract for the services of others, to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements and to delegate any such powers to the Managing Agent (and any

such employees or other personnel who may be the employees of a Managing Agent);

- (h) to appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board as provided in the Declaration and these By-Laws;
- (i) to determine the fiscal year of the Corporation and to change said fiscal year from time to time as the Board deems advisable;
- (j) to determine, review and approve the annual budget for the Corporation and to provide the manner of assessing and collecting from the Unit Owners their respective shares of the expenses of the Corporation and the Property, as hereinafter provided;
- (k) to provide for the preparation of financial statements for the Corporation from time to time;
- (l) to enter into any lease agreement for lease of premises suitable for use as custodian apartments, upon such terms as the Board may approve;
- (m) unless otherwise provided herein or in the Declaration, to comply with the instructions of a Majority of the Unit Owners as expressed in a resolution duly adopted at any annual or special meeting of the Corporation;
- (n) to obtain and maintain insurance policies as required by the Declaration and these By-Laws, and in this regard, annually to review the amounts of coverage afforded by such policies;
- (o) to borrow money for the purposes of repair or restoration of the Common Elements without the approval of the members of the Corporation; and
- (p) to exercise all other powers and duties of the board of administration or Unit Owners as a group that are provided in the Act, and all powers and duties of a board of managers or a board of directors referred to in the Declaration or these By-Laws.

The Corporation shall not in any event be bound, either directly or indirectly, by any contract or lease entered into by the Declarant on behalf of the Corporation (including management contracts) unless such contract or lease contains a right of

termination that is exercisable without cause and without penalty at any time after the expiration of the Development Period.

Section 4. Manager or Managing Agent; Employees Generally. The Managing Agent shall perform such duties and services including the duties listed in Section 3 of this Article IV, as are authorized by the Board of Directors. The duties conferred upon the Managing Agent by the Board of Directors may be revoked, modified or amplified at any time by the vote of the Corporation in a duly constituted meeting. The Board of Directors or the Managing Agent (with the approval of the Board of Directors) may employ any other employee or agents to perform such duties at such salaries as the Board of Directors may establish. The Board of Directors may enter into such service contracts on behalf of the Corporation as are necessary and appropriate and shall have authority, but not the obligation, to assume, on behalf of the Corporation, any initial service contracts entered into by Declarant that comply with the requirements and limitations imposed herein.

Section 5. Election and Term of Office. The directors of the Corporation shall be elected by the affirmative vote of a Majority of the Unit Owners. At the First Annual Meeting, the terms of office for the first board of directors (the "First Board") shall be fixed wherein one (1) director shall serve for one (1) year, two (2) directors shall serve for two (2) years and two (2) directors for three (3) years.

At the expiration of the initial term of office of each respective director, his successor shall be elected by all those entitled to vote to serve a term of three (3) years. The directors shall hold office until their successors have been elected and hold their first meeting.

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

Section 7. Removal of Directors. At any regular meeting or special meeting duly called, any one or more of the elected directors may be removed with or without cause by not less than sixty-seven percent (67%) of the Unit Owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting.

Section 8. Compensation. No compensation shall be paid to directors for their services as directors. No remuneration shall



be paid to a director for services performed by him for the Corporation in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Directors before the services are undertaken. A director may not be an employee of the Corporation.

Section 9. Organizational Meeting. The first meeting of a newly elected Board of Directors shall be held within one week of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing the whole Board is present.

Section 10. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by not less than sixty-seven percent (67%) of the directors. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, addressed to his residence, or by telephone, at least three days prior to the day named for such meeting.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the President on three days' notice to each director, given personally or by mail, addressed to his residence, or by telephone, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of not less than two (2) directors.

Section 12. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 13. Board of Directors' Quorum. At all meetings of the Board of Directors, sixty-seven percent (67%) of the directors shall constitute a quorum for the transaction of business, and the acts of a majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a different time. At any such adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Bonds of Officers and Employees. The Board of Directors shall require that all officers and employees (including any management agent) of the Corporation handling or responsible for corporate funds shall be covered by blanket fidelity bonds naming the Corporation as obligee, which bonds shall be in an amount equal to one hundred fifty percent (150%) of the estimated annual operating expenses of the Property. Each such bond shall contain an agreement to notify the Board, the holder of a first mortgage or deed of trust on a Unit and every other person in interest who shall have requested such notice at material alteration (30) days' prior notice of any cancellation or shall be paid by the Corporation as a Common Expense of the Corporation.

## ARTICLE V

### OFFICERS

Section 1. Designation. The principal officers of the Corporation shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Directors. The directors may appoint an assistant treasurer, an assistant secretary and such other officers as in their judgment may be necessary. An officer may serve in more than one capacity; *provided, however,* that there shall be no less than two (2) persons serving as officers; and further provided that no one person shall serve as both President and Secretary simultaneously.

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

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

Section 4. President. The President shall be the chief executive officer of the Corporation. He shall preside at all meetings of the Corporation and of the Board of Directors. He shall have all of the general powers and duties that are usually vested in the office of president of an association of property owners, including the power to appoint committees from among the Unit Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the

Corporation.

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

Section 6. Treasurer. The Treasurer shall have the responsibility for Corporation funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Corporation. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Corporation in such depositories as from time to time may be designated by the Board of Directors.

Section 7. Secretary. The Secretary shall attend and keep the minutes of all meetings of the Board of Directors or of the Corporation, shall give all notices as provided by these By-Laws and shall have other powers and duties as may be incidental to the office of Secretary, given him by these By-Laws or assigned to him from time to time by the directors. If the Secretary shall not be present at any meeting, the presiding officer shall appoint a secretary pro tempore who shall keep the minutes of such meeting and record them in the books provided for that purpose.

## ARTICLE VI

### OBLIGATIONS OF THE UNIT OWNERS

Section 1. Expenses, Assessments. As provided in the Declaration, the Unit Owners shall contribute, pro rata on the basis of their respective Proportionate Shares, to the expenses of administration and operation of the Common Elements and the Corporation, including insurance premiums and the costs of operation, maintenance, repair and replacement of and additions to the Common Elements, together with any other expenses or liabilities incurred by the Corporation in accordance with the Declaration and these By-Laws and the establishment of appropriate reserves with respect to the foregoing pursuant to this Declaration and the By-Laws. The Board shall fix a monthly charge for each Unit in an amount sufficient to provide for the Unit Owner's Proportionate Share of all such current expenses, reasonable reserves for future expenses of administration, reasonable reserves for the expenses of utilities, periodic

maintenance, repair and replacement associated with the Common Elements and such other expenses as the Board may deem proper, subject to adjustment from time to time as the Board may deem necessary. Such monthly charge shall be due and payable in advance on the first day of every month, shall bear interest at the Delinquency Interest Rate from the date due until paid, and such charges, together with interest as aforesaid and reasonable attorney's fees of the Corporation (all as provided in the Declaration) shall be a lien on the Unit, assessed prior in right to all other charges whatsoever except assessments, liens and charges in favor of the State of Tennessee, Rutherford County or the City of Murfreesboro for taxes past due and unpaid on such Unit, and amounts and liabilities secured by first mortgage instruments duly Recorded. In the event any Unit Owner is delinquent in the payment of any monthly assessment for a period in excess of thirty (30) days, the Corporation is authorized to sever or disconnect all utility connections to his Unit, provided such severance or disconnection does not invalidate the Corporation's fire and casualty insurance, and to take such other actions as are authorized by the Declaration.

Section 2. Working Capital and Reserve Funds.

- (a) A working capital fund shall be maintained by the Corporation to insure that the Corporation will have funds available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or advisable by the Board. The working capital fund shall be maintained in an account for the use and benefit of the Corporation, and disbursements from such fund shall be made as directed by the Board. Declarant shall establish the initial working capital fund in an aggregate amount equal to two months' estimated assessments for each Unit. Each Unit's share of the working capital fund will be collected and transferred to the Corporation at the time of the closing of the sale of such Unit. Declarant may not use working capital funds to defray its expenses, reserve contributions or make up budget deficits during the Development Period; however, upon the sale of an unsold Unit by Declarant, Declarant may reimburse itself for funds paid by it to the Corporation for such Unit's share of the working capital fund by using funds collected at the closing of such sale. Amounts paid into the working capital fund shall in no event be considered advance payment(s) of regular monthly assessments.
- (b) A reserve fund shall be maintained by the

Corporation to insure that the Corporation will have funds available for the replacement of and any necessary additions to the Common Elements. The reserve fund shall be funded from the regular monthly assessments for Common Expenses and shall be maintained in an account for the use and benefit of the Corporation. Disbursements from such fund shall be made as directed by the Board.

Section 3. Maintenance and Repair.

- (a) Every Unit Owner must perform promptly all maintenance and repair work within or with respect to his Unit that, if omitted, would affect the Property in its entirety or a part belonging to other Unit Owners, and is responsible for the damages and liabilities that his failure to do so may cause.
- (b) All internal installations of a Unit including water, light, power, sewage, telephone and sanitary installations and lamps and all other accessories constituting a part of such Unit shall be maintained at the Unit Owner's expense.
- (c) A Unit Owner shall reimburse the Corporation for any expenditure incurred in repairing or replacing any Common Elements damaged through his fault.

Section 4. Use of Units. All Units shall be used in accordance with the provisions of the By-Laws, the Declaration and the Rules and Regulations.

Section 5. Rules and Regulations. In order to assure the peaceful and orderly use and enjoyment of the Buildings and Common Elements of the Property, the Board from time to time may adopt, modify and revoke in whole or in part such reasonable rules and regulations, to be called Rules and Regulations, governing the conduct of persons in said Property as it may deem necessary. The Rules and Regulations also shall be subject to any additions, modifications and revocations adopted by a vote of not less than sixty-seven percent (67%) of the members of the Corporation at any meeting duly called for that purpose. The Rules and Regulations, upon adoption, and every amendment, modification and revocation thereof, shall be delivered promptly to each Unit Owner and shall be binding upon all members and occupants of the Property.

The initial Rules and Regulations shall be these:

- (1) Units shall be occupied in a manner consistent with rules and regulations promulgated by the Secretary of

Housing and Urban Development for 55-or-older housing pursuant to Housing for Older Persons Act of 1995, as codified at 42 U.S.C. § 3607(b)(2)(C).

(2) No exterior of any Unit or the windows or doors thereof or any other portions of the Common Elements shall be painted or decorated by any Unit Owner in any manner without prior consent of the Board.

(3) No furniture, equipment or other personal articles shall be placed in the entrances, stairwells or other Common Elements.

(4) No Unit Owner shall make or permit any noise or objectionable odor that will disturb or annoy the Occupants of any of the Units in the Property or do or permit anything to be done therein that will interfere with the rights, comfort or convenience of other Unit Owners.

(5) Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

(6) No shades, awnings, window guards, ventilators, fans or external air-conditioning devices shall be used in or about the Buildings or Common Elements except such as shall have been approved by the Board.

(7) No window shutters shall be used in or about the Buildings or Common Elements except as shall have been approved in writing by the Board.

(8) No sign, notice, lettering or advertisement shall be inscribed or exposed on or at any window, door or other part of the Property, except such as shall have been approved in writing by the Board, nor shall anything be projected out of any window of the Buildings without similar approval.

(9) All garbage and refuse from the Buildings shall be deposited only in sanitary containers, and disposed of in a clean and sanitary manner as prescribed from time to time in rules and regulations of the Board.

(10) Water closets and other water apparatus in the Buildings shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags, paper, ashes or any other article be thrown into the same. Any damage resulting from misuse of any water closet or other apparatus shall be paid for by the Unit Owner causing such damage.

(11) No animals shall be raised, bred or kept in any Unit, except for dogs, household cats and small birds owned as household pets by a Unit Owner, provided that said pets are not kept for any commercial purpose, that said pets shall be kept in strict accordance with the administrative rules and regulations relating to household pets from time to time adopted or approved by the Board, and that said pets shall not, in the judgment of the Board, constitute a nuisance to others.

All dogs owned by Unit Owners and kept in a Unit shall be on leash while outside the Unit. All such dogs shall be exercised by the owner in the area(s) designated by the Board for such purposes.

The Board in its discretion may limit the number of dogs and cats per Unit to not more than two (2) dogs or two (2) cats or one (1) cat and one (1) dog.

(12) No radio or television aerial or antenna shall be attached to or hung from the exterior of the Buildings or otherwise located on any of the Property without written approval of the Board.

(13) The agents of the Managing Agent, and any contractor or workman authorized by the Managing Agent, may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration, the By-Laws or the Rules and Regulations.

(14) The Managing Agent may retain a passkey to each Unit. No Unit Owner shall alter any lock on any door leading to his Unit without the prior consent of the Managing Agent or the Board. If such consent is given, the Unit Owner shall provide the Managing Agent with a key for the Managing Agent's use.

(15) No Unit Owner or Occupant nor any family member, agent, invitee, guest or licensee of a Unit Owner or Occupant shall be allowed on the roof of the Buildings or in any heating, air-conditioning or electrical equipment rooms constituting Common Elements without the express permission of the Managing Agent or the Board.

(16) All damage to the Buildings or Common Elements caused by the moving or carrying of any article therein shall be paid by the Unit Owner responsible for the presence of such article.

(17) No Unit Owner shall interfere in any manner with

any portion of the heating, air-conditioning or lighting apparatus constituting part of the Common Elements and not part of the Unit Owner's Unit.

(18) No Unit Owner shall use or permit to be brought into the Buildings any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed extra hazardous to life, limb or property, without in each case obtaining the written consent of the Board.

(19) Garage doors shall be kept fully closed except when opened for the purposes of ingress and egress.

(20) The Unit Owners shall not be allowed to put their names on or near any entry to the Buildings or entrance to any Unit except in accordance with rules and regulations prescribed from time to time by the Board.

(21) The Unit Owners must keep the interiors of their Units clean and free from obstructions. The Board and the Managing Agent assume no liability for loss or damage to articles stored or placed in the Buildings.

(22) Any damage to the Buildings or equipment caused by Unit Owners or their family members, agents, invitees, guests or licensees shall be repaired at the expense of the Unit Owners responsible.

(23) Unit Owners shall be held responsible for the actions of their family members, agents, invitees, guests and licensees.

(24) Complaints regarding the management of the Buildings and grounds or regarding the actions of other Unit Owners shall be made in writing to the President of the Corporation.

(25) Supplies, goods and packages of every kind are to be delivered in such manner as the Board may prescribe, and the Board is not responsible for the loss or damage of any such property, notwithstanding such loss or damage that may occur through the carelessness or negligence of the employees of the Buildings.

(26) No Unit shall be used or occupied in such manner as to obstruct or interfere with the enjoyment of Occupants or other residents of adjoining Units, nor shall any nuisance or illegal activity be committed or permitted to occur in or about any Unit or upon any part of the Common Elements.



(27) The Common Elements are intended for use for the purpose of affording movement within and among the Buildings and of providing access to the Units. No part of the Common Elements shall be obstructed so as to interfere with its use for the purposes hereinabove recited, nor shall any part of the Common Elements (except the maintenance storage room(s)) be used for general storage purposes after the completion of the construction of the Buildings by Declarant, nor shall anything be done therein or thereon in any manner that may increase the rate of hazard and liability insurance covering said area and the improvements situated thereon.

(28) The use of the Units, the Buildings and the Common Elements by the Unit Owners and their family members, agents, invitees, guests and licensees at all times shall comply with all applicable laws, ordinances and regulations, including any restrictions on use imposed by applicable building codes.

(29) These Rules and Regulations may be added to, amended or repealed at any time by the Board of Directors.

Section 6. Remedies. In the event of any violation of the provisions of the Act, the Declaration, these By-Laws or the Rules and Regulations by any Unit Owner (either by his own conduct or by the conduct of any occupant of his Unit), the Corporation, or its successors or assigns, shall have each and all of the rights and remedies that may be provided for in the Act, the Declaration, these By-Laws or the Rules and Regulations, or that may be available at law or in equity, and may prosecute an action or other proceedings against such defaulting Unit Owner or others for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or for the right to take possession of the Unit and to sell the same as provided hereinafter, or for any combination of remedies or for any other relief. All expenses of the Corporation in connection with any such actions or proceedings, including court costs, attorney's fees, other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the Delinquency Interest Rate until paid, shall be charged to and assessed against such defaulting Unit Owner and shall be added to and deemed part of his respective share of the Common Expenses, and the Corporation shall have a lien for all of the same, as well as for nonpayment of Common Expenses, upon the Unit, and its appurtenant interest in the Common Elements, of such defaulting Unit Owner and upon all his additions and improvements thereto, all as provided in the Declaration; *provided, however*, that such lien shall be subordinate to the lien of a first mortgage or deed of trust on the Unit as provided in the Declaration. In the

event of any such default by any Unit Owner, the Board shall have the authority to correct such default and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner and be secured by the lien hereinabove provided. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board, on behalf of the Corporation. This paragraph shall not be amended, changed, modified or rescinded without the prior consent of all holders of Record of mortgage and deed of trust liens against the Units.

The violation of any restriction, condition, rule or regulation adopted by the Board or the breach of any covenant or provision contained in the Act, the Declaration, these By-Laws or the Rules and Regulations shall give the Board, acting on behalf of the Corporation, the right, in addition to any other rights provided for in these By-laws: (a) to enter (either peaceably or forcibly without liability to such Unit Owner for such entry) upon the Unit, or any portion of the Property upon which or as to which such violation or breach exists, and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass, or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the occurrence of any breach, or (c) to take possession (either peaceably or forcibly without liability to such Unit Owner for such entry) of such Unit Owner's interest in the Property and to maintain an action for possession of such Unit in the manner provided by law.

If any Unit Owner (either by his own conduct or by the conduct of any other Occupant of his Unit) shall violate the Act or any of the covenants or restrictions or provisions of the Declaration, these By-Laws or the Rules and Regulations, and if such default or violation shall continue for ten (10) days after notice to the Unit Owner in writing from the Board, or shall occur repeatedly during any ten (10) day period after such written notice or request from the Board to cure such violation, then the Board shall have the power to issue to said defaulting Unit Owner a notice in writing terminating the rights of said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use or control his Unit, and thereupon an action in equity may be filed by the Board, on behalf of the Corporation, against said defaulting Unit Owner for a decree of mandatory injunction against such defaulting Unit Owner or Occupant, or in the alternative, for a decree declaring the termination of said defaulting Unit Owner's right to occupy, use or control the Unit owned by him on account of said violation, and ordering that all right, title and interest of said defaulting Unit Owner in the

Property shall be sold (subject to the lien of any existing deed of trust or mortgage) at a judicial sale upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the said defaulting Unit Owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorney's fees and all other expenses of the proceeding and sale, and all such items shall be taxed against said defaulting Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments or liens hereunder, shall be paid to said defaulting Unit Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit and the Unit Owner's corresponding percentage ownership interest in the Common Elements, and to immediate possession of the Unit sold, and may apply to the court for a writ of assistance for the purpose of acquiring such possession. It shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take title to the Unit sold subject to the Declaration and these By-Laws.

Section 7. Right of Entry. The Managing Agent or any person authorized by the Board of Directors shall have the right to enter each Unit at any time in cases of emergency and at all other reasonable times if the Unit Owner or Occupant is present. Every Unit Owner and Occupant shall permit other Unit Owners or their representatives to enter his Unit at reasonable times for the purpose of performing authorized installations, alterations or repairs to any Common Elements therein for central services provided that requests for entry are made in advance.

Section 8. Title. Every Unit Owner shall promptly cause to be duly Recorded in the Register's Office for Rutherford County, Tennessee, the deed, lease, assignment or other conveyance to him of his Unit or other evidence of his title thereto and file such evidence of his title with the Board through the Secretary, and the Secretary shall maintain such information in the record of ownership of the Corporation.

Section 9. Deeds of Trust and Mortgages. Any holder, insurer or guarantor of a deed of trust or mortgage with respect to a Unit may file a copy of such instrument with the Board through the Secretary, or otherwise identify to the Board through the Secretary the name and address of such holder, insurer or guarantor and the number or address of the corresponding Unit, and the Secretary shall be required to notify such holder, insurer or guarantor of:

- (a) Any condemnation loss or any casualty loss that affects a material portion of the Property or the Unit covered by such mortgage or deed of trust;

- (b) Any delinquency in the payment of expenses or charges owed relating to the Unit encumbered by such mortgage or deed of trust that remains uncured for sixty (60) days, and that the holder or mortgagee may, at its option, pay such delinquent expenses;
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Corporation;
- (d) Any proposed action that would require the consent of a specified percentage of deed of trust or mortgage lien holders.

Any holder of a deed of trust or mortgage with respect to a Unit may, upon written request to the Board through the Secretary, receive a copy of the Corporation's financial statement for the immediately preceding fiscal year.

Section 10. Insurance. The Board on behalf of the Corporation, as a Common Expense, shall at all times keep the Buildings insured as provided in the Declaration, and from time to time upon receipt thereof cause to be deposited promptly with the Unit Owners and mortgagees of the Units or interests therein, true copies of such insurance policies or current certificates thereof, without prejudice to the right of any Unit Owner to insure his Unit for his own benefit.

In every case of such loss or damage, all insurance proceeds shall be applied as set forth in the Declaration. If reasonably available, every such policy of insurance shall:

- (a) provide that the liability of the insurer thereunder shall not be affected by, and that the insurer shall not claim any right of set-off, counterclaim, apportionment, proration or contribution by reason of, any other insurance obtained by or for any Unit Owner;
- (b) contain no provision relieving the insurer from liability for loss occurring while the hazard to the Buildings is increased, regardless of whether within the knowledge or control of the Board, or because of any breach of warranty or condition of any other act or neglect by the Board or any Unit Owner or Occupant or any other person under any of them;
- (c) provide that such policy may not be canceled (regardless of whether requested by the Board),

except by the insurer giving at least thirty (30) days' prior written notice thereof to the Board, the Unit Owners, each holder of a first mortgage or deed of trust relating to a Unit who has filed a copy thereof with the Board as hereinabove provided, and every other person in interest who shall have requested such notice of the insurer;

- (d) contain a waiver by the insurer of any right of subrogation to any right of the Board or Unit Owners against any of them or any other person under them;
- (e) contain a standard mortgagee clause that shall:
  - (1) provide that any preference to a mortgagee in such policy shall mean and include all holders of mortgages on any Unit, in their respective order and preference, whether or not named therein;
  - (2) provide that such insurance as to the interest of any mortgagee shall not be invalidated by any act or neglect of the Board, any Unit Owner or Occupant or any person under any of them;
  - (3) waive any provision invalidating such mortgagee clauses by reason of the failure of any mortgagee to notify the insurer of any hazardous use or vacancy, and any requirement that the mortgagee pay any premium thereon, and any contribution clause; and
  - (4) provide that without affecting any protection afforded by such mortgagee clause, any proceeds payable under such policy shall be payable to the Corporation.

The Board, on behalf of the Corporation, as a Common Expense, also shall effect and maintain comprehensive general liability insurance as provided in the Declaration, and from time to time upon receipt thereof cause to be deposited promptly with the Unit Owners and mortgagees of the Units or interests therein, current certificates of such insurance, without prejudice to the right of any Unit Owner to maintain additional liability insurance with respect to his Unit.

If the Property is located in an area designated by the Department of Housing and Urban Development as having special flood hazards, then the Board, on behalf of the Corporation, as a Common Expense, also shall effect and maintain flood hazard insurance as provided in the Declaration.

ARTICLE VII

EXECUTION OF INSTRUMENTS

Section 1. Instruments Generally. All checks, drafts, notes, bonds, acceptances, contracts and other instruments, except conveyances, shall be signed by such person(s) as shall be designated by general resolution applicable thereto.

ARTICLE VIII

LIABILITY OF OFFICERS,  
DIRECTORS AND MEMBERS;  
INDEMNIFICATION; INSURANCE

Section 1. Exculpation. No director or officer of the Corporation shall be liable for acts or defaults of any other officer or member or for any loss sustained by the Corporation or any member thereof, unless the same has resulted from his own willful misconduct or gross negligence.

Section 2. Indemnification. The Corporation shall indemnify and advance expenses to each director and officer of the Corporation and to each member of any committee appointed by the Board pursuant to these By-Laws (and, in either case, his or its heirs, executors, administrators, successors and assigns, as the case may be), to the full extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted. The Corporation may indemnify and advance expenses to Declarant and to any employee or agent of the Corporation who is not a director or officer (and his or its heirs, executors, administrators, successors and assigns, as the case may be) to the same extent as to a director or officer, if the Board determines that to do so is in the best interests of the Corporation. The Corporation also may indemnify and advance expenses to Declarant and to any employee or agent of the Corporation who is not a director or officer (and his or its heirs, executors, administrators, successors and assigns, as the case may be) to the extent, consistent with public policy, that may be provided by the charter of the Corporation, these By-Laws, general or specific action of the Board or contract.

Section 3. Non-Exclusivity of Rights. The indemnification and advancement of expenses provisions of Section 2 of this Article VII shall not be exclusive of any other right that any person (and his or its heirs, executors, administrators, successors and assigns, as the case may be) may have or hereafter acquire under any statute, provision of the charter of the Corporation, provision of these By-Laws, resolution adopted by

the members, resolution adopted by the Board, agreement or policy of insurance, purchased by the Corporation or otherwise, both as to action in his official capacity and as to action in another capacity.

Section 4. Insurance. The Corporation at its expense may maintain insurance to protect itself, Declarant and any individual who is or was a director, officer, employee or agent of the Corporation, or who, while in the capacity of Declarant or a director, officer, employee or agent of the Corporation, is or was serving at the request of the Board or its President as a director, officer, partner, manager, trustee, employee or agent of another corporation, partnership, joint venture, limited liability company, trust, employee benefit plan or other enterprise against any expense, liability, loss or damage, regardless of whether the Corporation would have the power to indemnify such person against such expense, liability, loss or damage under this Article, the Act or the Tennessee Nonprofit Corporation Act.

Section 5. Miscellaneous. The Corporation and the Board shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge the Corporation's obligations under this Article; provided, however, that the liability of any Unit Owner arising out of any contract made by or other acts of the directors, officers, members of such committees, employees, agents or Declarant, or out of the aforesaid indemnity in favor of the directors, officers, members of such committees, employees, agents or Declarant, shall be limited to such Unit Owner's Proportionate Share of the total liability thereunder or hereunder. Every agreement made by the directors, officers, members of such committees, employees, agents, Declarant or the Managing Agent on behalf of the Unit Owners shall provide that the directors, officers, members of such committees, employees, agents, Declarant or the Managing Agent, as the case may be, are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such Unit Owner's Proportionate Share of the total liability thereunder.

#### ARTICLE IX MISCELLANEOUS

Section 1. Books and Records. Current copies of the Declaration, the charter of the Corporation, these By-Laws, other rules and regulations concerning the Property and the books, records and financial statements of the Corporation shall be available for inspection by any Unit Owner or by any holder,

guarantor or insurer of any first mortgage or deed of trust covering a Unit at the principal office of the Corporation. For purposes of this paragraph, "available" shall mean available for inspection, upon request, during normal business hours. Copies may be purchased by such persons at reasonable cost, to be established from time to time by the Board.

Section 2. Financial Statements. A statement of assets and liabilities and a statement of revenues and expenses for the Corporation shall be prepared for each fiscal year of the Corporation. These statements shall be audited by an independent certified public accountant selected by the Board. Said financial statements shall be available within one hundred twenty (120) days of the Corporation's fiscal year-end, and shall be provided to any holder, insurer or guarantor of any first mortgage or deed of trust on a Unit who submits a written request therefor.

Section 3. Amendment of By-Laws. Except as otherwise specifically provided in the Declaration or these By-Laws, these By-Laws may be amended, modified or revoked in any respect from time to time only by the vote of not less than sixty-seven percent (67%) of the Unit Owners; provided, however, that (a) the approval of Eligible Mortgagees representing at least fifty-one percent (51%) of the votes of Units subject to deeds of trust or mortgages held by Eligible Mortgagees shall be required for the amendment of any provision of these By-Laws that relates to any Major Decision, (b) the contents of these By-Laws always shall contain those particulars that are required to be contained herein by the Act, and (c) no modification of or amendment to these By-Laws shall be valid unless set forth in an amendment to the Declaration. For purposes of the foregoing at any time, Declarant shall be deemed to be a Unit Owner not only with respect to completed Units owned by Declarant at such time but also with respect to (1) any incomplete or unconstructed Units as to which Declarant is the owner of the corresponding Private Elements at such time, and (2) the maximum number of Units that may be constructed on those portions of the Additional Real Property, if any, that have not been, but still may be, incorporated into the Parcel at such time (for purposes of this clause (2), the maximum number of Units that may be constructed on the entire Parcel if all of the Additional Real Property is incorporated therein is ninety [90]).

Section 4. Conflict. In the event of any conflict between the provisions of these By-Laws on the one hand and the provisions of the Declaration or the Act on the other hand, the latter shall govern and apply.

Section 5. Terminology. When used herein, the singular shall include the plural, and vice versa, and the masculine,



feminine or neuter gender shall include all other genders, as the context requires.

Section 6. Terms Defined in Declaration. Capitalized terms not defined herein shall have the meaning given them in that certain Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke executed by Rochford Realty and Construction Co., Inc., to which these By-Laws are attached and of which these By-Laws are a part.

EXHIBIT C

[Description of Entire Tract]

LAND located in the 11th Civil District of Rutherford County, Tennessee, bounded on the west by Thelma Comer, et al (various deeds described in Deed Book 608, page 545, RORCT), on the north by Robert Parks (Deed Book 563, page 836, RORCT), on the east by Bob Parks and Gene Dixon (Deed Book 230, page 47, RORCT) and Innsbrooke, Section III (Plat Book 19, page 164, RORCT), and on the south by Innsbrooke, Section III and Thelma Comer, et al, and more particularly described as follows according to a description prepared by William H. Huddleston, Tennessee RLS No. 1630, Huddleston-Steele Engineering, Inc., 2115 NW Broad Street, Murfreesboro, Tennessee 37129:

BEGINNING at an iron pin on the south line of Robert Parks, said pin being the northwest corner of Parks and Dixon and the northeast corner of this tract; thence with the west line of Parks and Dixon, S-03°04'30"-W 924.14 feet to an iron pin, being the southwest corner of Parks and Dixon; thence with Innsbrooke, Section III, S-03°04'30"-W 20.00 feet to a point, being the southeast corner of this tract; thence continuing with Innsbrooke, Section III, S-89°52'10"-W 345.07 feet to a point; thence with a north line of Thelma Comer, et al, S-89°52'10"-W 305.93 feet to a point, being the southwest corner of this tract; thence with an east line of Thelma Comer, et al, N-03°04'30"-E 975.00 feet to a point; thence with the south line of Robert Parks, S-87°24'50"-E 650.00 feet to the pin at the beginning; containing 14.31 acres, more or less.

BEING a part of the property conveyed to Middle Tennessee Development Company, L.L.C., a Tennessee limited liability company, by deed of record in Deed Book 608, page 545, Register's Office for Rutherford County, Tennessee.

EXHIBIT D

[Calculation of Proportionate Shares]

Each Unit Owner is allocated a percentage undivided ownership interest in the Common Elements and a percentage ownership of the total membership in the Corporation in an amount equal to the product obtained by multiplying (a) the fraction obtained by dividing (i) the number of Units owned by such Unit Owner by (ii) the total number of Units constituting a part of the Property, by (b) one hundred percent (100%).

0560083.02

RUTHERFORD COUNTY, TENNESSEE  
Received for recording the 29 day  
of DEC, 1997 at 3:25 PM  
Notebook 51 page 391  
REC. FEE \$ 256.00 REC#117580-001  
STATE TAX \$ \_\_\_\_\_ DONNA STEM  
REG. FEE \$ \_\_\_\_\_ Deputy Register  
RECORDED IN BOOK 613 Page 203  
MARK H. MOSHEA, REGISTER OF DEEDS

011987

THIS INSTRUMENT PREPARED BY:  
BASS, BERRY & SIMS PLC (JST)  
2700 First American Center  
Nashville, Tennessee 37238

**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR**

**THE COTTAGES AT INNSBROOKE**

**THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**, dated March 19, 1998, is made and entered into by ROCHFORD REALTY AND CONSTRUCTION CO., INC., a Tennessee corporation (together with its successors, successors-in-title and assigns, herein referred to as "Declarant").

**RECITALS:**

1. Pursuant to that certain Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated December 19, 1997, made and entered into by Declarant, of record in Deed Book 613, page 203, Register's Office for Rutherford County, Tennessee (as the same heretofore may have been or hereafter may be amended, modified or supplemented from time to time, herein referred to as the "Declaration"; capitalized terms used but not otherwise defined herein shall have the meanings assigned thereto in the Declaration), Declarant has submitted the Parcel and the rest of the Property to the Act and the provisions of the Declaration for the purposes set forth therein.

2. Declarant desires to execute and deliver this Amendment in order to incorporate in the Parcel and the Property a portion of the Additional Property, all as more particularly hereinafter set forth.

**DECLARATION:**

**NOW, THEREFORE**, pursuant to the provisions of Paragraph 29 of the Declaration, Declarant hereby declares as follows:

1. Amendment of Definition of "Plat". The definition of "Plat" set forth in the Declaration is hereby amended to read as follows:

*For Fifth Amendment, see Deed Book 668, page 303.*

*For Second Amendment, see Deed Book 637, page 159.  
For Third Amendment, see Deed Book 643, page 539.  
For Fourth Amendment, see Deed Book 654, page 762.*

"Plat" means, collectively:

(1) the Final Plat - Section I, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 18, page 312, and

(2) the Final Plat - Section II, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 18, page 332,

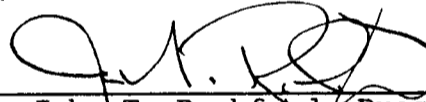
as the same from time to time hereafter may be supplemented, revised or amended pursuant to the provisions of this Declaration (including Paragraph 29), showing the Parcel, the number of each Unit and the area, location and other data necessary for identification of each Unit.

2. Supplementation of Exhibit A to Declaration. Exhibit A to the Declaration is hereby supplemented by adding thereto the additional property description set forth as Exhibit A to this Amendment.

3. Effect of Amendment; Continuing Effectiveness of Declaration. All provisions of the Declaration (including but not limited to the defined terms used therein) shall be construed in accordance with the amendments to the Declaration effected by this Amendment. As modified hereby, the Declaration and all provisions thereof shall continue in full force and effect in all respects.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed by its duly authorized officer on the date first above written.

ROCHFORD REALTY AND CONSTRUCTION CO., INC.

By:   
John T. Rochford, President

STATE OF TENNESSEE )

COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, John T. Rochford, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the President of ROCHFORD REALTY AND CONSTRUCTION CO., INC., the within-named bargainer, a corporation, and is authorized by the corporation to execute this instrument on behalf of the corporation.

WITNESS my hand, at office, this 19~~th~~ day of March, 1998.

Lillian Franck  
Notary Public

My Commission Expires:

Nov. 28, 1998



775

EXHIBIT A**[Description of Parcel, Continued]**

A tract of land located in the 11th Civil District of Rutherford County, Tennessee, being the property described by metes and bounds on the Final Plat - Section II, Phase I, The Cottages at Innsbrooke, as of record in Plat Book 18, page 332, Register's Office for Rutherford County, Tennessee, to which plat reference is here made for additional information as to the size, location and description of said land. Said land is bounded on the west, north and east by the remaining property of Middle Tennessee Development Company, L.L.C. (Deed Book 608, page 545, RORCT), and on the south and west by The Cottages at Innsbrooke, Section I, Phase I (Plat Book 18, page 312, RORCT), and is more particularly described as follows according to a description prepared by William H. Huddleston, Tennessee RLS No. 1630, Huddleston-Steele Engineering, Inc., 2115 NW Broad Street, Murfreesboro, Tennessee 37129:

COMMENCING at an iron pin found in the north line of Lot 97, Section III, Innsbrooke, said pin being the southwest corner of Bob Parks and Gene Dixon (Deed Book 230, page 47); thence with Lot 97, Section III, Innsbrooke S 03° 04' 30" W 20.0 feet to a point; thence continuing with Lot 97, Section III, Innsbrooke, S 89° 52' 10" W 50.00 feet to a point, being the southeast corner of The Cottages at Innsbrooke, Section I, Phase I; thence with the east line of The Cottages at Innsbrooke, Section I, Phase I N 30° 22' 50" W 156 feet to an iron pin set at the point of beginning; thence continuing with The Cottages at Innsbrooke, Section I, Phase I N 30° 22' 50" W 133.66 feet to an iron pin set, being the northeast corner of The Cottages at Innsbrooke, Section I, Phase I; thence N 89° 52' 10" W 152.25 feet to an iron pin set, being the northwest corner of The Cottages at Innsbrooke, Section I, Phase I; thence with the remaining property of Middle Tennessee Development Company, L.L.C. N 00° 07' 50" W 44.41 feet to an iron pin set; thence continuing with the remaining property of Middle Tennessee Development Company, L.L.C. N 32° 07' 50" W 51.72 feet to an iron pin set; thence N 07° 12' 10" E 212.50 feet to an iron pin set; thence N 33° 42' 10" E 107.00 feet to an iron pin set, being the northwest corner of this tract; thence S 86° 55' 30" E 55.00 feet to an iron pin set; thence S 16° 31' 30" E 132.69 feet to an iron pin set; thence S 86° 55' 30" E 117.00 feet to an iron pin set, being the northeast corner of this tract; thence S 03° 00' 10" W 350.33 feet to an iron pin set, being the southeast corner of this tract; thence S 59° 37' 10" W 34.43 feet to the pin at the beginning; containing 2.13 acres, more or less, and as shown on Final Plat, Section II, Phase I, The Cottages at Innsbrooke, of

record in Plat Book 18, page 332, in the Register's Office of Rutherford County, Tennessee.

BEING THE SAME property conveyed to Rochford Realty and Construction Co., Inc., a Tennessee corporation, by deed from Middle Tennessee Development Company, L.L.C., a Tennessee limited liability company, of record in Deed Book 615, page 761, Register's Office for Rutherford County, Tennessee.

RUTHERFORD COUNTY, TENNESSEE  
Received for recording the 26 day  
of MAR, 1998 at 10:03 AM  
Notebook 52 page 20  
REC. FEE \$ 20.00 REC#126348-001  
STATE TAX \$ \_\_\_\_\_ SHANELLE GOLDEN  
REG. FEE \$ \_\_\_\_\_ Deputy Register  
RECORDED IN BOOK 618 Page 773  
MARK H. MOSHEA, REGISTER OF DEEDS

777



049500

THIS INSTRUMENT PREPARED BY:  
BASS, BERRY & SIMS PLC (JST)  
2700 First American Center  
Nashville, Tennessee 37238

SECOND AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

THE COTTAGES AT INNSBROOKE

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS, dated November 10, 1998, is made  
and entered into by ROCHFORD REALTY AND CONSTRUCTION CO., INC., a  
Tennessee corporation (together with its successors, successors-  
in-title and assigns, herein referred to as "Declarant").

RECITALS:

1. Pursuant to that certain Declaration of Covenants,  
Conditions and Restrictions for The Cottages at Innsbrooke dated  
December 19, 1997, made and entered into by Declarant, of record  
in Deed Book 613, page 203, Register's Office for Rutherford  
County, Tennessee, as amended by First Amendment to Declaration  
of Covenants, Conditions and Restrictions for The Cottages at  
Innsbrooke dated March 19, 1998, made and entered into by  
Declarant, of record in Deed Book 618, page 773, said Register's  
Office (as the same heretofore has been or hereafter may be  
amended, modified or supplemented from time to time, herein  
referred to as the "Declaration"; capitalized terms used but not  
otherwise defined herein shall have the meanings assigned thereto  
in the Declaration), Declarant has submitted the Parcel and the  
rest of the Property to the Act and the provisions of the  
Declaration for the purposes set forth therein.

2. Declarant desires to execute and deliver this Amendment  
in order to amend the definition of "Plat" set forth in the  
Declaration and in order to incorporate in the Parcel and the  
Property a portion of the Additional Property, all as more  
particularly hereinafter set forth.

*For Third Amendment, see Deed Book 643, page 539.  
For Fourth Amendment, see Deed Book 654, page 762.  
For Fifth Amendment, see Deed Book 668, page 303.*

*For Sixth Amendment, see Record Book 26, page 2299.  
For Seventh Amendment, see Record Book 51, page 2447.  
For Eighth Amendment, see Record Book 156, page 2808.*

DECLARATION:

NOW, THEREFORE, pursuant to the provisions of Paragraphs 21 and 29 of the Declaration, Declarant hereby declares as follows:

1. Amendment of Definition of "Plat". The definition of "Plat" set forth in the Declaration is hereby amended to read as follows:

"Plat" means, collectively:

(1) the Final Plat - Section I, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 18, page 312,

(2) the Final Plat - Section II, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 18, page 332,

(3) the plat of Section I, Phase I, 8 Units, 327, 329, 360, 362, Section II, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 21, page 31, and

(4) the plat of Section II, Phase I, Units 335 & 337, The Cottages at Innsbrooke, of Record in Plat Book 21, page 77.

as the same from time to time hereafter may be supplemented, revised or amended pursuant to the provisions of this Declaration (including Paragraph 29), showing the Parcel, the number of each Unit and the area, location and other data necessary for identification of each Unit.

2. Supplementation of Exhibit A to Declaration. Exhibit A to the Declaration is hereby supplemented by adding thereto the additional property description set forth as Exhibit A to this Amendment.

3. Effect of Amendment; Continuing Effectiveness of Declaration. All provisions of the Declaration (including but not limited to the defined terms used therein) shall be construed in accordance with the amendments to the Declaration effected by this Amendment. As modified hereby, the Declaration and all provisions thereof shall continue in full force and effect in all respects.

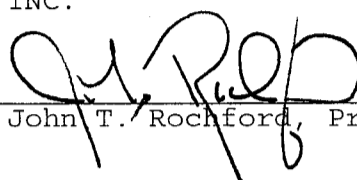
For Ninth Amendment, see Record Book 240, page 1791.  
For Tenth Amendment, see Record Book 267, page 2001.  
For Tenth Amendment, see Record Book 334, page 1673.

For Eleventh Amendment, see Record Book 466, page 2630.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed by its duly authorized officer on the date first above written.

ROCHFORD REALTY AND CONSTRUCTION  
CO., INC.

By:



John T. Rochford, President

STATE OF TENNESSEE )

COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, John T. Rochford, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the President of ROCHFORD REALTY AND CONSTRUCTION CO., INC., the within-named bargainer, a corporation, and is authorized by the corporation to execute this instrument on behalf of the corporation.

WITNESS my hand, at office, this 10th day of November, 1998.

Lillian Franck  
Notary Public

My Commission Expires:

Sept. 28, 2002

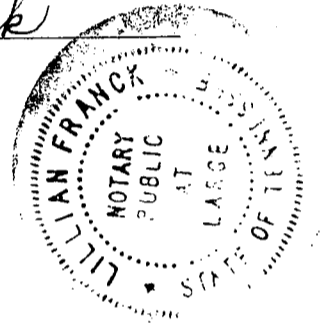


EXHIBIT A

[Description of Parcel, Continued]

A parcel of land located in the 11th Civil District of Rutherford County, State of Tennessee, and within the corporate limits of the City of Murfreesboro, more particularly described as follows:

COMMENCING at an iron pin at the NW corner of Lot 115, Section III, Innsbrooke (Book 19, page 164, RORCT), said pin also being the SW corner of The Cottages at Innsbrooke, Section I, Phase I; thence with the west line of The Cottages at Innsbrooke N 00° 07' 50" W, 115.96 feet for a point of beginning, being the SE corner of this parcel; thence with the remaining property of James David Wells, et ux, et al., S 89° 52' 10" W, 15.87 feet to a point, being the SW corner of this parcel; thence continuing with the remaining property of James David Wells, et ux, et al., N 00° 43' 50" E, 129.70 feet to a point, being the NW corner of this parcel; thence S 89° 52' 10" E, 13.92 feet to the NW corner of The Cottages at Innsbrooke, Section I, Phase I, and the NE corner of this parcel; thence with the west line of The Cottages at Innsbrooke, Section I, Phase I, S 00° 07' 50" E 129.63 feet to the point of beginning, containing 0.04 acres, more or less, according to survey of William H. Huddleston IV, Registered Land Surveyor No. 1630, dated July 9, 1998.

BEING THE SAME property conveyed to Rochford Realty & Construction Company, Inc. (being one and the same entity as Rochford Realty and Construction Co., Inc., a Tennessee corporation), by deed from James David Wells, et ux, et al., of record in Deed Book 627, page 24, Register's Office for Rutherford County, Tennessee.

163

RUTHERFORD COUNTY, TENNESSEE  
Received for recording the 18 day  
of NOV, 1998 at 10:15 AM  
Notebook 53 page 120  
REC. FEE \$ 20.00 REC#152321-001  
STATE TAX \$ \_\_\_\_\_ DONNA F. DAVIS  
REG. FEE \$ \_\_\_\_\_ Deputy Register  
COMP. FEE \$ 2.00  
RECORDED IN BOOK 637 Page 159  
JENNIFER M. GERHART, REGISTER

THIS INSTRUMENT PREPARED BY:  
BASS, BERRY & SIMS PLC (JST)  
2700 First American Center  
Nashville, Tennessee 37238

007737

THIRD AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE COTTAGES AT INNSBROOKE

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, dated February 22, 1999, is made and entered into by ROCHFORD REALTY AND CONSTRUCTION CO., INC., a Tennessee corporation (together with its successors, successors-in-title and assigns, herein referred to as "Declarant").

RECITALS:

1. Pursuant to that certain Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated December 19, 1997, made and entered into by Declarant, of record in Deed Book 613, page 203, Register's Office for Rutherford County, Tennessee, as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated March 19, 1998, made and entered into by Declarant, of record in Deed Book 618, page 773, said Register's Office, as further amended by Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated November 10, 1998, made and entered into by Declarant, of record in Deed Book 637, page 159, said Register's Office (as the same heretofore has been or hereafter may be amended, modified or supplemented from time to time, herein referred to as the "Declaration"; capitalized terms used but not otherwise defined herein shall have the meanings assigned thereto in the Declaration), Declarant has submitted the Parcel and the rest of the Property to the Act and the provisions of the Declaration for the purposes set forth therein.

2. Declarant desires to execute and deliver this Amendment in order to amend the definition of "Plat" set forth in the Declaration and in order to incorporate in the Parcel and the Property a portion of the Additional Property, all as more particularly hereinafter set forth.

For Fourth Amendment, see Deed Book 654, page 762.  
For Fifth Amendment, see Deed Book 668, page 303.

## DECLARATION:

NOW, THEREFORE, pursuant to the provisions of Paragraphs 21 and 29 of the Declaration, Declarant hereby declares as follows:

1. Amendment of Definition of "Plat". The definition of "Plat" set forth in the Declaration is hereby amended to read as follows:

"Plat" means, collectively:

(1) the Final Plat - Section I, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 18, page 312,

(2) the Final Plat - Section II, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 18, page 332,

(3) the plat of Section I, Phase I, 8 Units, 327, 329, 360, 362, Section II, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 21, page 31,

(4) the plat of Section II, Phase I, Units 335 & 337, The Cottages at Innsbrooke, of Record in Plat Book 21, page 77,

(5) the plat of Section III, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 21, page 80, and

(6) the plat of Section II, Phase I, Units 368 & 370, The Cottages at Innsbrooke, of Record in Plat Book 21, page 105,

as the same from time to time hereafter may be supplemented, revised or amended pursuant to the provisions of this Declaration (including Paragraph 29), showing the Parcel, the number of each Unit and the area, location and other data necessary for identification of each Unit.

2. Supplementation of Exhibit A to Declaration. Exhibit A to the Declaration is hereby supplemented by adding thereto the additional property description set forth as Exhibit A to this Amendment.

3. Effect of Amendment; Continuing Effectiveness of Declaration. All provisions of the Declaration (including but not limited to the defined terms used therein) shall be construed in accordance with the amendments to the Declaration effected by

this Amendment. As modified hereby, the Declaration and all provisions thereof shall continue in full force and effect in all respects.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed by its duly authorized officer on the date first above written.

ROCHFORD REALTY AND CONSTRUCTION  
CO., INC.

By: 

John T. Rochford, President

541



STATE OF TENNESSEE )

542

COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, John T. Rochford, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the President of ROCHFORD REALTY AND CONSTRUCTION CO., INC., the within-named bargainer, a corporation, and is authorized by the corporation to execute this instrument on behalf of the corporation.

WITNESS my hand, at office, this 22<sup>nd</sup> day of February, 1999.

Jamie S. Fisher  
Notary Public

My Commission Expires:

7-24-99



EXHIBIT A

[Description of Parcel, Continued]

A parcel of land located in the 11th Civil District of Rutherford County, State of Tennessee, and within the corporate limits of the City of Murfreesboro, more particularly described as follows:

BOUND on the north by the property reserved for future development of Middle Tennessee Development Company, L.L.C. (future The Cottages at Innsbrooke), on the east by Bob Parks and Gene Dixon (Deed Book 230, page 047, RORCT), on the south by Innsbrooke, Section III, and on the west by Sections I and II of Phase I of The Cottages at Innsbrooke.

BEGINNING at an iron pin, being the southwest corner of Parks & Dixon and a northerly corner of Lot 97, Section III, Innsbrooke, and in the east line of this tract; thence with the north line of Innsbrooke, Section III, S 03° 04' 30" W 20.00 feet to an iron pin set, being the southeast corner of this tract; thence continuing with the north line of Innsbrooke, Section III, S 89° 52' 10" W 50.00 feet to a survey point; thence with the east line of Section I of The Cottages at Innsbrooke, N 30° 22' 50" W 149.84 feet to a survey point; thence with the east line of Section II of The Cottages at Innsbrooke, N 59° 37' 10" E 34.43 feet to a survey point; thence continuing with the east line of Section II of The Cottages at Innsbrooke, N 03° 00' 10" E 276.33 feet to a survey point, being the northwest corner of this tract; thence with the south line of the property reserved for future development of Middle Tennessee Development Company, L.L.C., N 86° 55' 30" E 104.15 feet to a survey point, being the northeast corner of this tract; thence with the west line of Parks and Dixon, S 03° 04' 30" W 397.53 feet to the point at the beginning; containing 0.97 acres, more or less.

BEING THE SAME property conveyed to Rochford Realty and Construction Co., Inc., a Tennessee corporation, by deed from Middle Tennessee Development Company, L.L.C., a Tennessee limited liability company, of record in Deed Book 639, page 286, Register's Office for Rutherford County, Tennessee, as corrected by instrument of correction of record in Deed Book 643, page 30, said Register's Office.

543

5

RUTHERFORD COUNTY, TENNESSEE  
Received for recording the 23 day  
of FEB, 1999 at 2:40 PM  
Notebook 53 page 455  
REC. FEE \$ 20.00 REC#162408-001  
STATE TAX \$ \_\_\_\_\_ LORI DIETRICH  
REG. FEE \$ \_\_\_\_\_ Deputy Register  
COMP. FEE \$ 2.00  
RECORDED IN BOOK 643 Page 539  
JENNIFER M. GERHART, REGISTER

029368

THIS INSTRUMENT PREPARED BY:  
 BASS, BERRY & SIMS PLC (JST)  
 2700 First American Center  
 Nashville, Tennessee 37238

## FOURTH AMENDMENT TO

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

## THE COTTAGES AT INNSBROOKE

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, dated July 1, 1999, is made and entered into by ROCHFORD REALTY AND CONSTRUCTION CO., INC., a Tennessee corporation (together with its successors, successors-in-title and assigns, herein referred to as "Declarant").

## RECITALS:

1. Pursuant to that certain Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated December 19, 1997, made and entered into by Declarant, of record in Deed Book 613, page 203, Register's Office for Rutherford County, Tennessee, as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated March 19, 1998, made and entered into by Declarant, of record in Deed Book 618, page 773, said Register's Office, as further amended by Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated November 10, 1998, made and entered into by Declarant, of record in Deed Book 637, page 159, said Register's Office, as further amended by Third Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated February 22, 1999, made and entered into by Declarant, of record in Deed Book 643, page 539, said Register's Office (as the same heretofore has been or hereafter may be amended, modified or supplemented from time to time, herein referred to as the "Declaration"; capitalized terms used but not otherwise defined herein shall have the meanings assigned thereto in the Declaration), Declarant has submitted the Parcel and the rest of the Property to the Act and the provisions of the Declaration for the purposes set forth therein.

*For Fifth Amendment, see Deed Book 668, page 303.*

2. Declarant desires to execute and deliver this Amendment in order to amend the definition of "Plat" set forth in the Declaration and in order to incorporate in the Parcel and the Property a portion of the Additional Property, all as more particularly hereinafter set forth.

**DECLARATION:**

**NOW, THEREFORE,** pursuant to the provisions of Paragraphs 21 and 29 of the Declaration, Declarant hereby declares as follows:

1. Amendment of Definition of "Plat". The definition of "Plat" set forth in the Declaration is hereby amended to read as follows:

"Plat" means, collectively:

- (1) the Final Plat - Section I, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 18, page 312,
- (2) the Final Plat - Section II, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 18, page 332,
- (3) the plat of Section I, Phase I, 8 Units, 327, 329, 360, 362, Section II, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 21, page 31,
- (4) the plat of Section II, Phase I, Units 335 & 337, The Cottages at Innsbrooke, of Record in Plat Book 21, page 77,
- (5) the plat of Section III, Phase I, The Cottages at Innsbrooke, of Record in Plat Book 21, page 80,
- (6) the plat of Section II, Phase I, Units 368 & 370, The Cottages at Innsbrooke, of Record in Plat Book 21, page 105,
- (7) the plat of Sections IV & V, Phase I, and Section I, Phase II, The Cottages at Innsbrooke, of Record in Plat Book 21, page 140,
- (8) the plat of Section III, Phase I, Units 310, 312, 318, 320, 328 & 330, The Cottages at Innsbrooke, of Record in Plat Book 21, page 141, and

(9) the plat of Section III, Phase I and Section IV, Phase I, Units 338 & 340, The Cottages at Innsbrooke, of Record in Plat Book 21, page 180,

as the same from time to time hereafter may be supplemented, revised or amended pursuant to the provisions of this Declaration (including Paragraph 29), showing the Parcel, the number of each Unit and the area, location and other data necessary for identification of each Unit.

2. Supplementation of Exhibit A to Declaration. Exhibit A to the Declaration is hereby supplemented by adding thereto the additional property description set forth as Exhibit A to this Amendment.

3. Effect of Amendment; Continuing Effectiveness of Declaration. All provisions of the Declaration (including but not limited to the defined terms used therein) shall be construed in accordance with the amendments to the Declaration effected by this Amendment. As modified hereby, the Declaration and all provisions thereof shall continue in full force and effect in all respects.

**IN WITNESS WHEREOF,** Declarant has caused this Amendment to be executed by its duly authorized officer on the date first above written.

ROCHFORD REALTY AND CONSTRUCTION  
CO., INC.

By: 

John T. Rochford, President

STATE OF TENNESSEE )

COUNTY OF DAVIDSON )

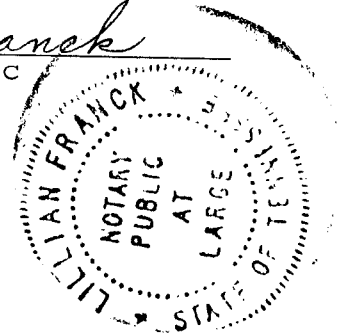
Personally appeared before me, the undersigned, a Notary Public having authority in and for the State and County aforesaid, John T. Rochford, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the President of ROCHFORD REALTY AND CONSTRUCTION CO., INC., the within-named bargainer, a corporation, and is authorized by the corporation to execute this instrument on behalf of the corporation.

WITNESS my hand, at office, this 2nd day of July, 1999.

Lillian Franck  
Notary Public

My Commission Expires:

Sept. 28, 2002



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EXHIBIT A

[Description of Parcel, Continued]

A parcel of land located in the 11th Civil District of Rutherford County, State of Tennessee, more particularly described as follows:

BOUND on the north by the remaining property of Middle Tennessee Development Company, L.L.C. (part of Deed Book 608, page 545, RORCT), on the east by Bob Parks and Gene Dixon (Deed Book 230, page 47, RORCT), on the south by The Cottages at Innsbrooke, Section III, Phase I (Plat Book 21, page 80, RORCT) and The Cottages at Innsbrooke, Section II, Phase I (Plat Book 18, page 332, RORCT) and on the west by James D., Donna C. and Jamie P. Wells (part of Deed Book 234, page 431, RORCT).

BEGINNING at a point in the west line of Bob Parks and Gene Dixon, said point being the southeast corner of the remaining property of Middle Tennessee Development Company, L.L.C. and the northeast corner of this tract; thence with the west line of Bob Parks and Gene Dixon S 03° 04' 30" W, 266.61 feet to a point, being the southeast corner of this tract; thence with the north line of The Cottages at Innsbrooke, Section III, Phase I, S 86° 55' 30" W, 104.15 feet to a point; thence with the east line of The Cottages at Innsbrooke, Section II, Phase I, N 03° 00' 10" E, 74.00 feet to a point; thence with the north line of The Cottages at Innsbrooke, Section II, Phase I, N 86° 55' 30" W, 117.00 feet to a point; thence with the east line of the Cottages at Innsbrooke, Section II, Phase I, N 16° 31' 30" W, 132.69 feet to a point; thence with the north line of The Cottages at Innsbrooke, Section II, Phase I, N 86° 55' 30" W, 55.00 feet to a point; thence with the east line of James D., Donna C. and Jamie P. Wells N 33° 42' 10" E, 78.57 feet to a point, being the northwest corner of this tract; thence with the south line of the remaining property of Middle Tennessee Development Company, L.L.C., N 86° 55' 30" E, 280.72 feet to the point at the beginning; containing 1.34 acres, more or less, according to a survey by William H. Huddleston, IV, Tenn. RLS #1630, Huddleston-Steele Engineering, Inc., 2115 N.W. Broad Street, Murfreesboro, Tennessee 37129.

BEING Section IV, Phase I on the plat of Sections IV & V, Phase I, and Section I, Phase II, The Cottages at Innsbrooke, of record in Plat Book 21, page 140, Register's Office for Rutherford County, Tennessee; and

BEING THE SAME property conveyed to Rochford Realty and Construction Co., Inc., a Tennessee corporation, by deed from Middle Tennessee Development Company, L.L.C., a Tennessee limited liability company, of record in Deed Book 651, page 93, Register's Office for Rutherford County, Tennessee.

RUTHERFORD COUNTY, TENNESSEE  
Received for recording the 9 day  
of JUL, 1999 at 10:00 AM  
Notebook 54 page 247  
REC. FEE \$ 24.00 RECH177386-001  
STATE TAX \$ \_\_\_\_\_ DONNA F. DAVIS  
REG. FEE \$ \_\_\_\_\_ Deputy Register  
COMP. FEE \$ 2.00  
RECORDED IN BOOK 654 Page 762  
JENNIFER M. GERHART, REGISTER

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THIS INSTRUMENT PREPARED BY:  
BASS, BERRY & SIMS PLC (JST)  
2700 First American Center  
Nashville, Tennessee 37238

053198

FIFTH AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

THE COTTAGES AT INNSBROOKE

THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, dated December 18, 1999, is made and entered into by ROCHFORD REALTY AND CONSTRUCTION CO., INC., a Tennessee corporation (together with its successors, successors-in-title and assigns, herein referred to as "Declarant").

RECITALS:

1. Pursuant to that certain Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated December 19, 1997, made and entered into by Declarant, of record in Deed Book 613, page 203, Register's Office for Rutherford County, Tennessee, as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated March 19, 1998, made and entered into by Declarant, of record in Deed Book 618, page 773, said Register's Office, as further amended by Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated November 10, 1998, made and entered into by Declarant, of record in Deed Book 637, page 159, said Register's Office, as further amended by Third Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated February 22, 1999, made and entered into by Declarant, of record in Deed Book 643, page 539, said Register's Office, as further amended by Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for The Cottages at Innsbrooke dated July 1, 1999, made and entered into by Declarant, of record in Deed Book 654, page 762, said Register's Office (as the same heretofore has been or hereafter may be amended, modified or supplemented from time to time, herein referred to as the "Declaration"; capitalized terms used but not otherwise defined herein shall have the meanings assigned thereto in the Declaration), Declarant has submitted the Parcel and the

For Sixth Amendment, see Record Book 26, page 2299.  
For Seventh Amendment, see Record Book 51, page 2447.  
For Eighth Amendment, see Record Book 156, page 2808.

For Ninth Amendment, see Record Book 240, page 1791.  
For Tenth Amendment, see Record Book 267, page 2001.  
For Tenth Amendment, see Record Book 334, page 1673.