

This instrument prepared by
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5201 Maryland Way
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BOOK 675 PAGE 225

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

CHENOWETH SUBDIVISION

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") for CHENOWETH SUBDIVISION is made on June 4, 1987, by STM Chenoweth Partnership, a general partnership ("Developer").

WHEREAS, Developer owns or owns certain interests in certain real property in Brentwood, Williamson County, Tennessee, more particularly described in the attached Exhibits A and B and known as Chenoweth Subdivision, which is to be developed as a residential subdivision;

WHEREAS, Developer has previously placed of record a certain Declaration of Covenants, Conditions and Restrictions affecting a portion of that real property, which prior Declaration is of record in Book 618, Page 364, in the Register's Office of Williamson County, Tennessee; and

WHEREAS, Developer desires to amend and restate in its entirety the provisions of that prior Declaration;

NOW, THEREFORE, Developer hereby amends and restates in its entirety the prior Declaration and declares that all of the property described in Article I, Section 1, and such additions as may be made pursuant to Article I, Section 2 (the "Property"), shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the Property. The easements, restrictions, covenants and conditions shall run with the Property and be binding on all parties having any right, title or interest in it, their heirs, successors and assigns, and shall inure to the benefit of each owner.

ARTICLE I -- PROPERTY SUBJECT TO THIS
DECLARATION; ADDITIONS

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, used, occupied, mortgaged and/or otherwise encumbered subject to this Declaration is located in Brentwood, Williamson County, Tennessee and is more particularly described as follows:

Phase I A.

BEING Lots 1 through 23 inclusive and Lots 67 through 73 inclusive as shown on the plat of Chenoweth Subdivision, of record in Book 10, Page 176, in the office of the Register of Williamson County, Tennessee.

BEING a portion of the same property acquired by Developer by deed dated May 20, 1986, of record in Book 592, Page 370, and July 22, 1986, of record in Book 605, Page 353 in the Register's Office, Williamson County, Tennessee.

The remaining phase(s) or section(s) of Chenoweth shall be laid out and developed in harmony with and contiguous to said Phase I A and may consist of the remaining property described in Exhibit A and the property described in Exhibit B with plats of survey being likewise filed in the office of the Register of Williamson County, Tennessee, if and when added. Each phase or section, when and if developed by Developer, may likewise be made subject to the covenants, conditions and restrictions contained in this Declaration and made a part hereof in the manner set forth hereinafter and when added so noted on the subsequent plat(s) hereinafter recorded, and the common area designated in the Plat for Phase I A and all subsequent plat(s) filed and made a part of this Declaration, shall be shared by all owners of the various phases (or sections) of Chenoweth in accordance with the terms of this Declaration when and if said phase(s) are added to this Declaration.

Section 2. Additions to Existing Property. Additional real property may become subject to this Declaration in either of the following manners:

(a) Additions in Accordance with a General Plan of Development. As the owner thereof, or if not the owner, with the consent of the owner thereof, Developer shall have the unilateral right, privilege and option, without the approval of the Chenoweth Association (defined in Article III), from time to time and at any time until twenty years from the date of this Declaration, to subject to the provisions of this Declaration all or any portion of the property described in Exhibits A and B by filing in the Williamson County, Tennessee Register's Office an amendment annexing such real property. Any such annexation shall be effective upon the filing for record of such amendment unless otherwise provided in the amendment. Developer may assign this right of annexation to any person or entity.

(b) Other Additions. Subject to the consent of the owner thereof, additional real property other than that described in Exhibit A may be made subject to this Declaration by filing an amendment to this Declaration in the Williamson County, Tennessee Register's Office. An amendment adding such additional property shall require the written consent or affirmative vote of Developer, as long as it owns any part of the property described in Exhibit A or, if Developer no longer owns any part of that property, the written consent or affirmative vote of a majority of the authorized voting members of the Chenoweth Association. Any such amendment shall be signed by Developer, if Developer has adopted the amendment, or by the President and the Secretary of the Chenoweth Association, if Developer no longer owns any part of property described in Exhibits A and B and the Chenoweth Association has adopted the amendment, and in either case, by the owner of the real property being added, and any such amendment shall be effective upon filing, unless otherwise provided in the amendment.

Section 3. Amendment. This Article shall not be amended without the written consent of Developer, as long as Developer owns property described in either Exhibit A or Exhibit B.

ARTICLE II -- PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment; Exceptions. Every lot owner shall have a right and easement of enjoyment including, without limitation, the right of vehicular and pedestrian ingress and egress, in and to the common areas which shall be appurtenant to and shall pass with the title to every lot. This right and easement shall also be deemed granted to the Chenoweth Association and the lot owners' families, guests, invitees, servants, employees, tenants and contract purchasers. The term "common areas" means and refers to all areas not contained in numbered lots and dedicated roadways on the plat of Chenoweth Subdivision, and includes the tract marked "Open Area" on the plat referred to in Article I, Section 1, hereof. Developer releases and quitclaims to the Chenoweth Association its right and title to the common areas. The right of enjoyment is subject to the following provisions:

(a) The right of the Chenoweth Association to suspend the voting rights and the accompanying rights of use to such common area of an owner for any period during which any assessment against his lot remains unpaid, and for a period of time for any infraction of its published rules and regulations;

(b) The right of the Chenoweth Association to dedicate or transfer all or any part of the common areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by of the Chenoweth Association, and as may be otherwise permitted under existing law and/or governmental regulations; provided, however, that the lot owners' easements of ingress and egress and any public utility easements previously established shall not be affected. Developer may dedicate utility, service or drainage (storm water or otherwise) or water retention pond easements upon, through or under the common areas at its sole discretion so long as there is in existence the Class B membership in accordance with Article III, Section 2. When Class B membership ceases, this right of Developer shall automatically pass to the board of directors of the Chenoweth Association; and

(c) No motorized vehicles, including motorcycles, 3-wheel or 4-wheel-type recreational vehicles are permitted on the common areas, except authorized maintenance vehicles and except in areas designated for parking or other vehicles use.

(d) The Chenoweth Association is authorized to adopt rules and regulations for the use of the common areas, including rules concerning hours of operation of any recreational facilities, and such rules and regulations shall be furnished in writing to the lot owners.

Section 2. Chenoweth Association's Right of Entry. The authorized representative of the Chenoweth Association or its board of directors shall be entitled to reasonable access to the individual lots as may be required in connection with the preservation of property on an individual lot in the event of an emergency or in connection with the maintenance of, repairs or replacements within the common areas, or any equipment, facilities or fixtures affecting or serving other lots or the common areas or to make any alteration required by any governmental authority; provided, after any such entry the Chenoweth Association shall restore the lot to its former condition.

Section 3. No Partition. Except as is permitted in this Declaration or amendments thereto, there shall be no physical partition of the common areas or any part thereof, nor shall any person acquiring any interest in the Property have the right of judicial partition. This Section does not prohibit the board of directors of the Chenoweth Association from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

Section 1. Membership. Developer and every owner of a lot which is subject to an assessment shall be a member of a maintenance association called the Chenoweth Association, Inc. (the "Chenoweth Association"). Such owner and member shall abide by the Chenoweth Association's Bylaws, Charter recorded in the Williamson County, Tennessee Register's Office, rules and regulations, shall pay the assessments provided for in this Declaration, when due, and shall comply with decisions of the Chenoweth Association's board of directors. Conveyance of a lot (except a conveyance to a trustee under a deed of trust or to a mortgagee) automatically transfers membership in the Chenoweth Association without necessity of further documentation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. Classes of Membership. The Chenoweth Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all lot owners, with the exception of Developer, and for so long as there is Class B membership, shall not be entitled to vote. Upon termination of Class B membership, Class A members shall be all lot owners, including Developer for so long as Developer is a lot owner. Each lot owner, at that time, shall be entitled to one vote for each lot owned. Should more than one person own an interest in any lot, all such persons are members; but there may be only one vote cast with respect to such lot. Such vote may be exercised as the lot owners determine among themselves; however, no split vote is permitted.

(b) Class B. The Class B member shall be Developer, and as long as there is a Class B voting membership, Developer shall have the sole voting power. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(i) When all the lots in Chenoweth, whether in the original real property subject to this Declaration and/or any and all additions hereafter added pursuant to this Declaration, have been fully developed, permanent improvements constructed thereon, and sold to permanent residents;

(ii) January 10, 2010; or

(ii) When, in its sole discretion, Developer so determines.

Section 3. Rights and Obligations of the Chenoweth Association. The Chenoweth Association shall maintain, operate and keep in good repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, the common areas, including, without limitation, open spaces, entranceways, streets, medians, streetlights, walls, crosswalks, sidewalks, storm drains, basins, landscaping and any recreational facilities located therein. All rights reserved by Developer in this Declaration shall automatically pass to the Chenoweth Association when Class B membership ceases pursuant to Article III, Section 2. The Chenoweth Association shall further:

(a) acquire and be responsible for maintaining liability insurance adequate to insure against all risk to persons and/or property within the common area, together with all risk of loss(es) to improvements therein or thereon;

(b) be responsible and liable for the prompt payment of any and all taxes by any government agency related to the Chenoweth Association and/or the common areas;

(c) be responsible for the maintenance and upkeep of the common area and all the recreational and other facilities located thereon or pertaining to the common areas; and

(d) be responsible and liable for such other obligations and/or duties which may be required by appropriate governmental bodies and/or authorities.

ARTICLE IV -- ASSESSMENTS

Section 1. Assessments; Creation of the Lien and Personal Obligation. Each lot owner, except Developer, by acceptance of a deed for the lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Chenoweth Association (i) monthly and/or annual assessments or charges, and (ii) special assessments for capital improvements, such assessments to be established and collected as provided in this Article IV. Developer shall be responsible for the maintenance costs of the Chenoweth Association, incurred over and above assessed amounts payable to the Chenoweth Association by the lot owners, until Class B membership is converted to Class A membership pursuant to Article III, Section 2(b). When Class B membership in the Chenoweth Association is converted to Class A membership, Developer shall pay assessments to the Chenoweth Association for each lot Developer owns in the same manner and amount as every other lot owner pays assessments, and shall thereafter

no longer be responsible for maintenance costs incurred over and above assessed amounts payable to the Chenoweth Association by the lot owners. At such time as the Chenoweth Association has a positive cash flow from normal monthly or annual assessments, after paying all appropriate Association expenses, the Chenoweth Association shall, upon request and presentation of evidence of Developer's expenditures by Developer, repay Developer for any amounts advanced by Developer to pay for maintenance costs incurred over and above assessed amounts payable to the Chenoweth Association by lot owners. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments.

(a) The assessments levied by the Chenoweth Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose, or for the use and enjoyment of the common areas, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, payment of taxes assessed against the common areas, the procurement and maintenance of insurance in accordance with the Bylaws, the employment of attorneys to represent the Chenoweth Association when necessary, and such other needs as may arise, and for the improvement and maintenance of the common areas and lots.

(b) Developer has constructed certain recreational facilities on part of the common area owned or to be owned by the Chenoweth Association for the benefit of the lot owners in Chenoweth Subdivision and the members of the Chenoweth Association. Because Developer has paid for the construction of these recreational facilities, the Chenoweth Association shall execute and deliver to Developer a promissory note in the principal amount of \$200,000, without interest, to repay Developer for a portion of its costs incurred in constructing those recreational facilities. That promissory note shall be secured by a deed of trust on the portion of the common area designated "Open Area" on the plat referred to in Article I, Section 1, of this Declaration. A portion of the assessments

provided for in this Article IV, in the amount of \$20 per month per lot that is then subject to an assessment, shall be paid by the Chenoweth Association to Developer to pay that promissory note.

(c) Until Class B membership ceases and is converted to Class A membership pursuant to Article III, Section 2(b), Developer or its nominee shall administer the assessments and receipts therefrom, which may only be used for purposes generally benefiting the Property, as permitted in this Declaration.

Section 3. Maximum Assessment.

(a) Until January 1, 1988, the maximum annual assessment shall be set at a rate not to exceed \$50.00 per month per lot. From and after January 1, 1987, the maximum annual assessment may not be increased each year by more than 10% of the maximum assessment for the previous year without an affirmative vote of two-thirds of each class of members pursuant to the Bylaws.

(b) The board of directors of the Chenoweth Association may fix the annual assessment at an amount not in excess of the maximum. The board of directors shall determine when the assessments shall be paid.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Chenoweth Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common areas, including fixtures and personal property related thereto. Any such assessment shall have the assent of two-thirds of each class of members of the Chenoweth Association that are authorized to vote in accordance with this Declaration or by the Bylaws.

Section 5. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all lots except those owned by Developer during the period when Class B membership exists in the Chenoweth Association, as provided in Section 1 of this Article. The board of directors may at its discretion waive the assessment for any year or part of a year for any lot not occupied as a residence.

Section 6. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall begin as to any lot subject to the assessment on the first day

of the month next following the date on which title to the lot is conveyed to the owner, subject to the waiver provided in Section 5 of this Article. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year when title to the lot is transferred.

Section 7. Reserves. Upon closing of the conveyance of a lot to a purchaser for occupancy as a residence, such purchaser shall pay to the Chenoweth Association an amount equal to two months' assessment, to be placed in the Chenoweth Association's capital replacement reserve account. This reserve assessment shall not be applied against the annual assessment provided for in Section 1 of this Article.

Section 8. Effect of Nonpayment of Assessment; Remedies of the Chenoweth Association. Any assessment not paid within fifteen days of the due date shall be subject to a late charge as determined by the board of directors of the Chenoweth Association. The Chenoweth Association may bring an action at law against the owner personally obligated to pay the assessment, or foreclose the lien against the property, and interest, costs and reasonable attorney fees of such action or foreclosure shall be added to the amount of such assessments. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or abandonment of his Lot. Assessments shall continue to accrue until paid in full, whether or not the member(s) are suspended from use pursuant to this Declaration.

For the purpose of rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of the assessments, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the lot owners, their heirs, successors, administrators and assigns, hereinafter in this Section 7 referred to as Trustor, hereby transfer and convey unto Thomas S. Nelms, III, as Trustee, his successors and assigns, their respective lot with the appurtenances, estate, title and interest thereto belonging upon the use and trusts set forth in this paragraph.

To have and to hold the property to the Trustee, his successor and assigns, and his successors in trust, forever.

If the Trustor pays the assessments when due, then this trust conveyance shall be of no further force or effect with respect to the Trustor's lot. If the assessments with respect to any lot are not paid promptly when due, this trust conveyance shall remain in full force and effect, and the Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days notice by three publications in any

newspaper, daily or weekly, published in Williamson County, Tennessee to sell the lot at the front door of the Court House in said County to the highest bidder for cash, at public outcry, free from the right of redemption, statutory or otherwise, homestead, dower and all exemptions of every kind, which are hereby expressly waived; and the Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Chenoweth Association may bid at any sale under this trust conveyance. The Chenoweth Association may, at any time after default in the payment of any assessment, enter and take possession of said property, and shall only account for the net rents actually received by it. It is further agreed that, in the event the Chenoweth Association fails, before instructing the Trustee to sell the lot, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In the case of sale hereunder, the proceeds will be applied by the Trustee as follows:

(i) First, to the payment of all costs, charges and expense of executing this conveyance and enforcing said lien as herein provided, including reasonable attorneys' fees and expenses incurred for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of the lien;

(ii) Second, to the payment of all taxes which may be unpaid with respect to such lot;

(iii) Third, to the payment of all unpaid assessments with respect to such lot;

(iv) Fourth, the residue, if any, will be paid to the owner(s) of such lot, his order, representatives or assigns;

In the case of the death, absence, inability, or refusal to act of the Trustee at any time when action under the foregoing power and trusts may be required or for any other reason, the Chenoweth Association is hereby authorized and empowered to name and appoint a successor to the Trustee by an instrument in writing to be recorded in the Williamson County, Tennessee Register's Office and the title herein conveyed to the Trustee shall be vested in its successor.

The Chenoweth Association acting on behalf of its members, shall have the power to bid for the lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. The Chenoweth Association may purchase the lot subject

to a first mortgage. Where the purchase of a foreclosure lot will result in a ten percent or greater increase in annual assessments, the purchase shall require the vote or written consent of a majority of the total voting power of the Chenoweth Association, including a majority of members of each class of membership. During the period owned by the Chenoweth Association, following foreclosure: (i) no right to vote shall be exercised on its behalf, and (ii) no assessment shall be assessed or levied on it. Suit to recover a money judgment for unpaid assessments and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may temporarily suspend the voting rights and any and all other rights of a member who is in default of payment of any assessment after notice.

Section 9. Subordination of the Lien to Mortgages and Deeds of Trust. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any lot shall not affect the assessment lien or liens provided for in the preceding sections. However, the sale or transfer of any lot pursuant to a first mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot owner from liability for any assessments thereafter becoming due or relieve such lot from the lien for any assessments thereafter becoming due after such sale or transfer.

ARTICLE V -- USE RESTRICTIONS

Section 1. Primary Use Restrictions. No lot shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height and containing a garage for the sole use of the owner and occupants of the lot.

Section 2. Nuisances. No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

Section 3. Use of Other Structures and Vehicles.

(a) No structure of a temporary character including, without limitation, an outbuilding, trailer, basement,

tent, shack, garage, barn or structure other than the main residence erected on a lot shall be permitted on any lot except temporary tool sheds or field offices used by a builder or Developer, which shall be removed when construction or development is completed and no such structure shall at any time be used as a residence, temporarily or permanently.

(b) No trailer, truck, motorcycle, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street in the subdivision. No trailer, boat, truck, or other vehicle, except an automobile, shall be parked on any street in the subdivision for a period in excess of twenty-four hours in any one calendar year. No repairs of any vehicle shall be performed on any lot or in the common areas, except as permitted by the rules and regulations of the Chenoweth Association and any local law or regulation.

(c) No automobile shall be continuously or habitually parked on any street or in the common areas in the Property.

(d) No flagpoles shall be erected on any lot.

Section 4. Animals. No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept, provided they are not kept, bred or maintained for any commercial or breeding purposes, and, provided further, that all local laws, ordinances, and/or regulations are complied with by the owners of the lots and/or pets.

Section 5. Clothes Lines; Fences and Walls; Swimming Pools; Antennae and Receivers/Transmitters.

(a) No outside clothes lines shall be erected or placed on any lot.

(b) No fence or wall of any nature may be extended toward the front or street side property line beyond the front or side wall of the residences. As a "structure" no fence or wall of any nature may be erected, placed or altered on any lot until construction plans are approved in writing by the Developer pursuant to Article VI, Section 1.

(c) No swimming pools shall be erected or placed on any lot from the date hereof unless its design and placement are approved in writing by Developer.

(d) No antennae or microwave and other receivers and transmitters (including those currently called "satellite dishes") shall be erected or placed on any lot unless its design and placement are approved by Developer.

Section 6. Duty to Repair and Rebuild.

(a) Each owner of a lot shall, at its sole cost and expense, repair all portions of his residence and lot, keeping the same in condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

(b) If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then the owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its condition immediately prior to the casualty. Alternatively, the lot owner shall completely raze the residence and sod or seed the entire lot until such time as construction of a new residence is begun.

(c) Any failure by a lot owner to comply with the provisions of this Section 6 may be remedied by the Chenoweth Association and the cost thereof charged to the lot owner. The Chenoweth Association shall have a lien on the owner's lot to secure the repayment of such costs, which lien may be enforced as the lien for assessments is enforced.

Section 7. Business; Home Occupations. No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy and other like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood or be in violation of local laws, ordinances or regulations. Notwithstanding the provisions hereof or of Section 1 of this Article, a new house may be used by the builder thereof for the builder's own office provided said use terminates within eighteen months from completion of the house or upon such additional period of time as may be expressly agreed to in writing by Developer.

Section 8. Signs. No sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale thereof, which shall not be greater in area than twelve

square feet; provided, however, Developer shall have the right to (i) erect larger signs when advertising the Property, (ii) place signs on lots designating the lot number of the lots, and (iii) following the sale of a lot, place signs on such lot indicating the name of the purchaser of that lot. No "model home" signs shall be permitted on the Property. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations. Further, any such sign shall comply with all local laws, ordinances and/or regulations.

Section 9. Drainage. Drainage of each lot shall conform to the general drainage plans of Developer for the Property. No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewage system. Connections on each lot shall be made with watertight joints in accordance with all applicable plumbing code requirements.

Section 10. Obligation to Construct or Reconvey. Every lot owner shall, within thirteen months after the date of conveyance of a lot without a dwelling thereon, commence in good faith the construction and diligent pursuit of completion of a single family dwelling approved according to Article VI, Section 1, upon each lot conveyed. If construction does not commence and promptly proceed toward completion within the specified period of time, Developer may elect to repurchase any and all lots on which construction has not commenced for 100% of the purchase price, without interest, of said lot or lots hereunder sold by Developer, in which event the lot owner shall immediately reconvey and deliver possession of said lot or lots to Developer by deed of special warranty. If Developer has not exercised this right to repurchase within three years from the date such right vests in Developer, the Developer's right to repurchase shall cease.

Section 11. Disposal of Trash. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers and out of view from any street or other lot or the common area. The restriction shall not apply during the period of construction of a residence on the lot or adjoining lots.

Section 12. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon, in or under any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon, under or in any lot. No derrick or other structure designed for use in boring for oil

or natural gas shall be erected, maintained or permitted upon any lot.

ARTICLE VI -- ARCHITECTURAL AND LANDSCAPE CONTROL

Section 1. Approval of Construction and Landscape Plans.

(a) No structure may be erected, placed or altered on any lot until the construction plans and building specifications and a plan showing (i) the location of all improvements on the lot; (ii) the grade elevation (including rear, front and side elevations); (iii) the type of exterior material (including delivery of a sample thereof); and (iv) the location and size of the driveway (which shall be of exposed aggregate concrete), shall have been approved in writing by the Developer. No house or residence shall be permitted to be moved into Chenoweth and placed or erected on any lot.

(b) In addition to the plans referred to in the previous paragraph, a landscape plan shall be submitted to the Developer for its approval in writing, which plan shall show the trees, shrubs and other plantings. Thereafter, no additional trees, shrubs or other plantings may be placed on any lot's yard area bordering on the common areas until a supplementary landscape plan has been submitted to Developer for its approval in writing.

(c) References to "Developer" shall include any entity, person or association to whom Developer may assign the right of approval. References to "structure" in this paragraph shall include any building (including a garage), fence, wall, antennae and microwave and other receivers and transmitters (including those currently called "satellite dishes"), swimming pools, decks, headwalls, and, in fact, any and all improvements upon such lot(s).

Section 2. Building Materials. The exterior building material of all structures shall extend to ground level and shall be either brick, stone, brick veneer or stone veneer, a combination of same or other material expressly approved in writing by Developer.

Section 3. Minimum Floor Areas. The following shall be the minimum floor areas for homes to be constructed after this instrument is recorded:

(a) The total floor area of a one story house shall be a minimum of 2,200 square feet, exclusive of the garage.

(b) The total floor area of any other house shall be a minimum of 2,600 square feet, with a minimum of 1,300 square feet on the ground floor, exclusive of the garage.

Section 4. Setbacks. No structure shall be located on any lot nearer to the front lot line or the side street line than the minimum building setback lines shown on the recorded plat, except bay windows and steps may project into said areas, and open porches may project into said areas not more than six feet. Developer may vary the established building lines or permit encroachments into said areas, in its sole discretion, where not in conflict with applicable zoning ordinances and/or regulations.

Section 5. Garages; Carports.

(a) Garages, as structures, are subject to prior plan approval under Section 1 hereof. Garages shall either be attached to or connected by a breezeway to the main dwelling unit.

(b) No carport shall be constructed on any lot.

Section 6. Landscaping; Driveways; Trees.

(a) After the construction of a residence, the lot owner shall grade and sod or seed that portion of the lot between the front and street side walls of the residence and the pavement of any abutting streets.

(b) Each lot owner shall promptly finish the driveway with exposed aggregate concrete at completion of a single family dwelling.

(c) After construction of a residence, each lot owner shall, unless waived in writing by Developer, install a gas light at a location approved by Developer.

(d) Upon an owner's failure to comply with the provisions of this Section 6, Developer may take such action as necessary to comply therewith, and the owner shall immediately, upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, including reasonable attorney fees, together with allowable statutory interest, and Developer shall have a lien on that lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced in the same manner and with the same priority that the lien for annual and special assessments may be enforced.

Section 7. Mail and Paper Boxes. The only mail box and/or paper holder authorized or permitted shall be that standard unit approved by Developer and all such units shall be purchased from and installed by Developer. No other mail box or paper holder shall be placed on any lot.

ARTICLE VII -- GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these restrictions shall be by proceeding of law or in equity, brought by any owner, by the Chenoweth Association, or by Developer against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration and/or to recover damages. Failure of any owner, the Chenoweth Association, or Developer to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

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

Section 3. Restrictions Run With Land. Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of at least forty (40) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the then owners of all lots subject to this Declaration has been recorded agreeing to change these restrictions and covenants in whole or in part. These restrictions may be cancelled, altered or amended at any time, if permitted by local law, ordinance and/or regulation, by a written instrument signed by the owners of the lots with 75% of the votes in the Chenoweth Association and recorded in the Williamson County, Tennessee Register's Office.

Section 4. Amendments to Articles and Bylaws. Nothing contained in this Declaration shall limit the right of the Chenoweth Association to amend, from time to time, its Charter and Bylaws.

Section 5. Non-Liability of the Directors and Officers. Neither Developer nor the directors nor officers of the Chenoweth Association shall be personally liable to the owners

for any mistake or judgment or for any other acts or omissions of any nature whatsoever while acting in their official capacity, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. The owners shall indemnify and hold harmless Developer and each of the directors and officers and their respective heirs, executors, administrators, successors and assigns in accordance with the Bylaws. This indemnification shall include, without limitation, indemnification against all costs and expenses (including attorney fees, amounts of judgments paid and amounts paid in settlement) incurred in connection with any claim, action, suit or proceeding, whether civil, criminal, administrative or other. The Chenoweth Association may provide insurance to cover such risks.

Section 6. Sale or Other Disposition of Common Area. The Chenoweth Association shall not dispose of any common open space, by sale or otherwise, except to an organization conceived and established to own and maintain the common open space, without first offering to dedicate the common open space to the City of Brentwood, and said dedication be approved by the Brentwood Planning Commission, the Brentwood Parks Board and approved and accepted by the Brentwood Board of Commissioners. The conditions of such transfer shall conform to local laws, ordinances and/or regulations and shall be in conformity to the officially recorded development plat(s).

Section 7. Permanent Unrestricted Use. Except as otherwise provided herein and when not in default of any obligation(s) of a member in the Chenoweth Association, all members (lot owners) shall have guaranteed the permanent unrestricted right to utilize the land and facilities owned by the Chenoweth Association as common open space.

Section 8. Subject to Local Laws, Ordinances and/or Regulations. The Chenoweth Association, or any successor organization, shall own and maintain the common open space in accordance with the officially recorded development plat and subject to local laws, ordinances and/or regulations related to Open Space Residential Developments and be responsible for any and all costs and/or sanctions from deviation from the same and shall indemnify and hold harmless Developer from such deviations and consequences of deviation.

Section 9. Board's Determination Binding. In the event of any dispute or disagreement between any owners relating to the Property, or any questions of interpretation or application of the provisions of this Declaration or the Bylaws, the determination thereof by the Board of Directors of the

Chenoweth Association shall be final and binding on each and all such owners, except Developer, for so long as it owns a lot or lots, may veto such determinations relating to lot(s) owned by it or adversely affecting the lot(s) owned by it, in Developer's sole discretion.

WITNESS the signature of Developer by its duly authorized partner as of June 4, 1987.

STM CHENOWETH PARTNERSHIP,
a Kentucky general partnership

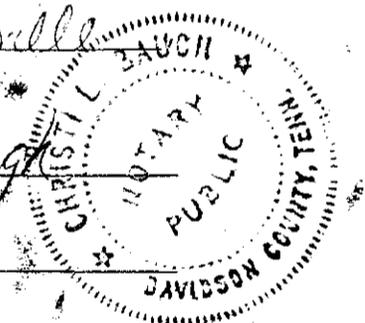
By Robert H. Marrett
Robert H. Marrett
general partner

STATE OF Tennessee)
COUNTY OF Davidson)

Before me, Christi L. Baugh, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Robert H. Marrett, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be a general partner of STM Chenoweth Partnership, a general partnership, the within named bargainer, a general partnership, and that he as the authorized general partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the general partnership by himself as authorized general partner.

WITNESS my hand and seal, at office in Nashville Tennessee, this 4th day of June, 1987.

Christi L. Baugh
Notary Public



My Commission expires: My Commission Expires July 10, 1990

113:cp:1230

EXHIBIT A

BOOK 675 PAGE 244

Land lying in the 16th Civil District of Williamson County, Tennessee, and being more particularly described as follows:

Beginning at a iron rod in the northerly right-of-way of Concord Road; said point being the southwesterly corner of William H. Primm, Jr. Property, and the southeasterly corner of property described herein; thence with the northerly right-of-way of Concord Road North $80^{\circ}05'40''$ West 220.77 feet to a iron rod; thence with said line with a curve to the right, said curve having a central angle of $01^{\circ}01'56''$, a radius 8904.79 feet, a chord of North $80^{\circ}36'38''$ West 160.42 feet to a iron rod; thence North $81^{\circ}07'36''$ West 458.99 feet to a iron rod; thence with a curve to the right having a central angle of $28^{\circ}04'30''$, a radius 494.95 feet, a chord of North $67^{\circ}05'21''$ West 240.11 feet to a iron rod; thence North $53^{\circ}03'06''$ West 117.20 feet to a iron rod; thence with a curve to the left, said curve having a central angle of $29^{\circ}06'10''$, a radius of 583.61, a chord of North $67^{\circ}36'11''$ West 293.26 feet to a iron rod; thence North $82^{\circ}09'16''$ West 183.36 feet to a iron rod in the southeasterly corner of the Glover Property; thence with Glover's easterly line North $08^{\circ}53'50''$ East 420.10 feet to a iron rod in the southeasterly corner of Saratoga Hills; thence with Saratoga Hills and Adams easterly line North $08^{\circ}53'17''$ East 2137.41 feet to a concrete monument in the southerly line of Smithson Property; thence with said line South $81^{\circ}14'16''$ East 819.54 feet to a iron rod, thence continuing with said line South $82^{\circ}29'45''$ East 363.43 feet to a iron rod; thence South $83^{\circ}12'09''$ East 355.52 feet to a iron rod; thence South $80^{\circ}45'47''$ East 81.53 feet to a 30-inch Walnut Tree in the westerly line of Alexander property; thence with said line South $07^{\circ}35'34''$ West 203.01 feet to a iron rod in westerly line of Edmondson Property; thence with said line South $08^{\circ}41'59''$ West 506.33 feet to a iron rod; thence South $08^{\circ}21'38''$ West 285.12 feet to a iron rod Herbert's westerly line; thence with Herbert & Ferris westerly line South $08^{\circ}15'46''$ West 539.43 feet to a iron rod in Primm's westerly line; thence with said line South $08^{\circ}11'06''$ West 509.74 feet to a iron rod; thence South $08^{\circ}33'04''$ West 720.76 feet to the point of beginning and containing 100.75 acres, more or less.

EXHIBIT B

BOOK 675 PAGE 245

Land lying in the 16th Civil District of Williamson County, Tennessee and being more particularly described as follows:

Beginning at a point in the westerly right-of-way of Edmonson Pike and the southeasterly corner of the Herbert Property, said point being the northeasterly corner of the property described herein; thence with the westerly right-of-way of Edmonson Pike South 16°44'55" West 352.92 feet to an iron rod; thence continuing with said line with a curve to the left with a central angle of 25°09'30", a radius of 420.00 feet, a chord bearing of South 07°52'20" West 129.61 feet to an iron rod; thence leaving said right-of-way South 16°44'55" West 144.02 feet to an iron rod in the northerly line of Hildebrand Property; thence with said line North 84°54'16" West 708.85 feet to an iron rod; thence continuing with the westerly line of Hildebrand South 09°13'15" West 2107.57 feet to a stone marker in Alexander's northerly line; thence with Alexander's westerly line South 09°11'14" West 704.59 feet to 30" Walnut Tree in the northeasterly corner of STM/Nashville/Partners Property; thence with said line North 83°12'09" West 355.52 feet to a iron rod; thence continuing with said line North 82°29'45" West 363.43 feet to a iron rod; thence North 81°14'16" West 819.54 feet to a concrete monument in Adams northeasterly corner; thence with said line North 82°00'10" West 1823.21 feet to a concrete monument in the easterly line at Foxboro Estates; thence North 07°26'42" East 1364.72 feet to a iron rod; thence North 10°42'40" East 310.53 feet to a iron rod; thence North 07°29'00" East 198.09 feet to a iron rod; thence North 06°33'01" East 252.51 feet to a iron rod; thence North 07°40'01" East 569.96 feet to a iron rod in Herbert's southwesterly corner; thence with Herbert's southerly line South 84°25'11" East 1205.52 feet to a iron rod; thence continuing with said line South 83°43'58" East 277.89 to a iron rod; thence South 85°36'08" East 186.20 feet to a iron rod; thence North 56°08'01" East 905.78 feet to a iron rod; thence South 84°47'50" East 1955.57 feet to the point of beginning, containing 251.92 acres more or less.

SADIE WADE
REGISTER OF DEEDS
WILLIAMSON COUNTY, TN.

1987 JUN 18 AM 11:20

Note Book 41 Page 299
Record Book 675 Page 225
State Tax _____ Fee _____ Recording 84.00
Rec. No. 18739 Total Pd. _____

This instrument prepared
BROWN, TODD & Heyburn
1600 Citizens Plaza
Louisville, Kentucky 40202
and
GORDON & BOTTORFF, P.C.
5201 Maryland Way
Brentwood, Tennessee 37027

VOL 0715 PAGE 642

AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ANNEXING ADDITIONAL PROPERTIES

CHENOWETH SUBDIVISION

This amendment is made as of February 8, 1988, by
STM Chenoweth Partnership, a general partnership ("Developer").

RECITALS

A. Developer owns certain real property in Brentwood, Williamson County, Tennessee, which is being developed as a residential subdivision known as Chenoweth Subdivision. The subdivision is subject to a Declaration of Covenants, Conditions and Restrictions of record in Book 618, Page 364, in the Register's Office of Williamson County, Tennessee, which Declaration was amended and restated in its entirety in an Amended and Restated Declaration of Covenants, Conditions and Restrictions of record in Book 675, Page 225 in the Register's Office of Williamson County, Tennessee (the "Restated Declaration").

B. The Restated Declaration was intended to cover all lots in Chenoweth Subdivision, which lots are shown on the plat of Chenoweth Subdivision, of record in Book 10, Page 176 in the Register's Office of Williamson County, Tennessee. Through inadvertence, the Restated Declaration only referred to the lots in Phase IA of Chenoweth Subdivision, that is Lots 1 through 23 inclusive and Lots 67 through 73 inclusive. The recorded plat actually shows Lots 1 through 84 inclusive, all of which were intended to be covered by the Restated Declaration. That intent is further shown by the fact that all deeds to Lots in Chenoweth Subdivision expressly make the conveyance subject to the Restated Declaration.

C. The Restated Declaration permits Developer unilaterally to subject to the provisions of the Declaration additional property by filing an amendment annexing such additional property. Pursuant to that authority, for the purpose of rectifying the inadvertent non-inclusion of certain lots in the Restated Declaration, and for the purpose of ratifying the inclusion of all lots in the Restated Declaration as set forth in the deeds to several lots, Developer amends the Restated Declaration by this

*
This instrument prepared by:
BROWN, TODD & HEYBURN
1600 Citizens Plaza
Louisville, Kentucky 40202
and
GORDON & BOTTORFF, P.C.
5201 Maryland Way
Brentwood, Tennessee 37027

VOL 0737 PAGE 047

SECOND AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ANNEXING ADDITIONAL PROPERTIES

CHENOWETH SUBDIVISION

This Second Amendment is made as of 24 MAY, 1988, by
STM Chenoweth Partnership, a general partnership ("Developer").

RECITALS

A. Developer owns certain real property in Brentwood, Williamson County, Tennessee, which is being developed as a residential subdivision known as Chenoweth. The subdivision is subject to a Declaration of Covenants, Conditions and Restrictions of record in Book 618, Page 364, in the Register's Office of Williamson County, Tennessee, which Declaration was amended and restated in its entirety in an Amended and Restated Declaration of Covenants, Conditions and Restrictions of record in Book 675, Page 225, and further amended by an Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions of record in Book 715, Page 642, all in the Register's Office of Williamson County, Tennessee (collectively, the "Restated Declaration").

B. The Restated Declaration permits Developer unilaterally to subject to the provisions of the Declaration additional property by filing an amendment annexing such additional property.

Developer amends the Declaration as follows:

1. Article I, Section I, of the Restated Declaration is amended to annex the following described real property:

Being Lots 85 through 157 inclusive and all other property as shown on the Plat of Chenoweth, Section III, of record in Book 11, Page 142, in the office of the Register of Williamson County, Tennessee.

2. All references to the "Property" in the Restated Declaration shall be deemed amended to include the real property described in paragraph 1 above.

3. In all other respects, Developer ratifies and affirms all of the covenants, conditions and restrictions contained in the Restated Declaration.

WITNESS the signature of Developer by its duly authorized partner on the above date.

Note Book 444 Page 82
Record Book 737 Page 47
State Tax F. Rec.
Rec. No. 39904 Total Pd. 8.00

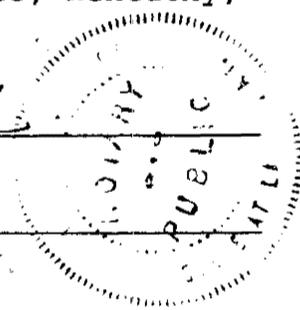
STM CHENOWETH PARTNERSHIP,
a Kentucky general partnership

By Robert H. Marrett
Robert H. Marrett
general partner

STATE OF KENTUCKY)
COUNTY OF JEFFERSON)

Before me, Susan R. Rudd, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Robert H. Marrett, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be a general partner of STM Chenoweth Partnership, a Kentucky general partnership, the within named bargainor, a general partnership, and that he as the authorized general partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the general partnership by himself as authorized general partner.

WITNESS my hand and seal, at office in Louisville, Kentucky, this 24th day of May, 1988.

Susan R. Rudd
Notary Public


My Commission expires: 8-31-89

SADIE WADE
REGISTER OF DEEDS
WILLIAMSON COUNTY, TN.
1988 JUN 17 PM 2:17

THIS INSTRUMENT PREPARED BY
DAVID B. BUECHLER
BROWN, TODD & HEYBURN
1600 Citizens Plaza
Louisville, Kentucky 40202

and

GORDON & BOTTORFF, P.C.
5201 Maryland Way
Brentwood, Tennessee 37027

VOL 0737 PAGE 049

THIRD AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

CHENOWETH SUBDIVISION

ESTATES SECTION

This Third Amendment is made as of 24 MAY, 1988, by
STM Chenoweth Partnership, a general partnership ("Developer").

RECITALS

A. Developer owns certain real property in Brentwood, Williamson County, Tennessee, which is being developed as a residential subdivision known as Chenoweth. Certain portions of that property have been subjected to a Declaration of Covenants, Conditions and Restrictions of record in Book 618, Page 364, in the office of the Register of Williamson County, Tennessee, which Declaration was amended and restated in its entirety in an Amended and Restated Declaration of Covenants, Conditions and Restrictions of record in Book 675, Page 225, and further amended by an Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions of record in Book 715, Page 642, both in the office of the Register of Williamson County, Tennessee (collectively, the "Restated Declaration").

B. By a Second Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions, of record in Book 737, Page 47, in the office of the Register of Williamson County, Tennessee, Developer annexed certain additional property to Chenoweth subdivision and subjected it to the Restated Declaration.

C. A portion of the property annexed by the Second Amendment is to be developed as an Estates Section of Chenoweth Subdivision, together with certain other property which Developer may, by future amendments, designate. This Third Amendment is made for the purpose of placing certain additional or different covenants, conditions and restrictions on the Estates Section of

Developer hereby declares that the property described in paragraph 1 below, all of which is owned by Developer, shall be held, sold and conveyed subject to the following covenants, conditions and restrictions.

1. The following property is declared to be the "Estates Lots" of Chenoweth Subdivision:

BEING Lots 131 through 157 inclusive as shown on the plat of Chenoweth, Section III, of record in Book 11 Page 142, in the office of the Register of Williamson County, Tennessee.

2. The following sections of the Restated Declaration do not apply to the Estates Lots: Article V, Sections 5 and 8; and Article VI, Sections 1, 2, 3, 5, 6 and 7. In substitution for those Sections, the following provisions shall apply to the Estates Lots:

I. APPROVAL OF CONSTRUCTION PLANS: The Developer shall approve all house plans prior to commencement of construction. No construction activity of any kind, including excavation or lot clearing, shall begin until Developer has approved construction plans in writing. Additionally, no building, fence, wall, structure or other improvement shall be erected, placed or altered on any lot until the construction plans, specifications and a plan showing the grade elevation (including rear, front and side elevations) and location of the structure, fence, wall or improvement, the type of exterior material and the driveway shall have been approved in writing by Developer. No fence or wall of any nature may be extended toward the front or street side property line beyond the front or side wall of the residences. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

II. PRIMARY PERMANENT RESIDENTIAL STRUCTURE CONSTRUCTION PLANS:

(a) Plans submitted for approval by the Developer shall be one-fourth (1/4) inch equals one (1) foot scale. Plans shall include a plot plan and driveway location(s). The construction plans shall include front, side and rear elevations.

(b) All roof pitches shall be at a minimum ratio of eight (8) feet of rise to twelve (12) feet of run (8/12).

(c) The following are required minimum square footages for the primary permanent residential structure:

(1) Two (2) story homes - 1600 square feet on the first floor, with a total minimum of 3400 square feet.

(2) Ranch-style homes - a total minimum of 2400 square feet.

(3) One and one-half (1-1/2) story homes 1700 square feet on the first floor, with a total minimum of 3400 square feet.

(4) All others - a total minimum of 3400 square feet.

(d) In computing total square footage, finished basements, garages and open porches shall not be included.

III. BUILDING MATERIALS: All exterior building materials shall be either brick or stone veneer. The brick or stone veneer shall be extended to the finished grade. No other exterior building material shall be used except upon approval by the Developer in writing. Any and all retaining walls extending beyond the exterior residential structure walls shall be the same material as the exterior residential structure walls. All roof shingles shall be of architectural design. All roof shingles, including variation in the minimum specification standards shall be approved by the Developer in writing.

IV. APPURTENANCES, IMPROVEMENTS AND OTHER PERMANENT STRUCTURES: No appurtenance, improvement or other permanent structure shall be constructed or placed on any lot without prior written approval from the Developer. Such permanent structures include, but are not limited to, pools, fences, gazebos, storage facilities, tennis courts and/or basketball goals. No exterior alterations of any existing building may be permitted without the prior approval of the Developer. No second story additions are permitted. No additional windows, platforms, etc., which may invade the privacy of adjacent dwellings are permitted. The following requirements are applicable to such appurtenances, improvements and other permanent structures:

(a) Garages - All garages shall be rear entry or side entry attached garages; any other garage entries must be approved by the Developer. Garages are to be given the same architectural treatment and be constructed of the same materials as the main structure.

(b) Driveways and Sidewalks - All driveway areas must be exposed aggregate concrete or brick. Each lot owner agrees to maintain sidewalks on that lot, at the lot owner's expense. Each lot owner shall concrete or brick the

driveway within three (3) months after completion of a single family dwelling.

(c) Flashing, Vents, Louvers, Etc. - The roof pipes, vents, louvers, flashing and utility equipment shall be painted to match the surface from which they project, or pursuant to a color scheme approved in writing by the Developer.

(d) Swimming Pools - All swimming pools shall be in-ground pools. There shall be no above-ground pools permitted. The construction of swimming pools must be approved in writing by the Developer prior to the commencement of construction. Drainage, fencing, placement and lighting plans shall be included in the construction design plan submitted to the Developer for approval. There shall be no increase in drainage to other properties permitted as a result of construction nor shall there be an increase in drainage to other properties during such construction. No swimming pool shall extend beyond the primary permanent residential structure.

No lighting of a pool or other recreation area will be installed without the approval of the Developer, and if allowed, will be designed for recreational character so as to buffer the surrounding residences from all lighting.

(e) Tennis Courts - No tennis court shall be constructed without written prior approval of the Developer. Any tennis court approved by the Developer shall not extend beyond the primary permanent residential structure. Drainage, fencing, placement and lighting plans shall be included in the construction plan submitted to the Developer for approval. There shall be no increase in drainage to other properties as a result of construction nor during the construction of the tennis court.

No tennis court shall be erected or placed on any lot unless the fencing (including posts, clasps and gates) is coated with black or green vinyl.

(f) Basketball Goals - No basketball goal shall be erected without the approval of the Developer in writing. No basketball goal shall be erected in common areas.

(g) Fences - Fences on individual lots (with the exception of fences enclosing tennis courts) shall be a minimum height of six (6) feet and a maximum height of eight (8) feet. No fence shall extend toward the front or street-side property lines beyond the front or side wall of the residence except as approved by the Developer in

writing. Only closed picket, solid or brick privacy fences will be permitted. There shall be no chain link fencing permitted on any lot. No board fencing (traditionally known as "horse-fencing") shall be permitted. The exterior side of all fences shall be finished. If the natural finish is to be altered by paint, stain or any other finishing technique, it must be approved by the Developer in writing prior to construction of the fence. All fencing plans must be submitted for approval by the Developer in advance of construction. All plans must include a plot plan depicting the location and a diagram and/or picture describing the fence and fencing material.

(h) Air Conditioning and Utility Areas - Air conditioners, utility equipment and utility meters shall be completely screened from public view in a manner and at a location approved in writing by the Developer. The plans for such screening shall contemplate landscaping and/or permanent fences of solid materials and will be located as far from property lines as reasonably possible.

(i) Mailboxes - All mailboxes shall be of uniform architectural design as determined by the Developer.

(j) Satellite Dishes - No satellite dishes may be erected or placed on any lot.

(k) Clotheslines - No outside clothesline shall be erected or placed on any lot.

(l) Signs - No signs of any kind shall be displayed on any lot, with the exception of For Sale or Rent signs (which shall not be greater in size than nine (9) square feet) and signs deemed acceptable or necessary by the Developer.

(m) Temporary Structures - No temporary structure shall be permitted on any lot with the exception of temporary tool sheds and/or field offices used by builders and/or the Developer; any such sheds or offices shall be removed when the construction or development has been completed.

(n) Lighting - No exterior lighting, including recreational and/or security lighting, shall be installed or maintained on any lot which light is found to be objectionable by the Developer. Upon being given notice by the Developer that any exterior light is objectionable, the owner of the lot on which same is located will immediately remove said light or have it shielded in such a way that it is no longer objectionable.

V. LANDSCAPING DURING CONSTRUCTION: During construction, builders shall be responsible for the following:

(a) Stockpiling of any building materials shall not be allowed within drip line of trees. Cutting, filling or any ground disturbance shall not be allowed within the drip line of existing trees.

(b) All debris, including, but not limited to, trees, branches, trimmings, clippings, rocks and roots, resulting from the clearing of a lot shall be promptly removed from the subdivision. If such debris is not promptly removed, the Developer shall have the right to re-enter the property for the purpose of removing such debris at the expense of the owner of the lot.

(c) No construction material or equipment or debris shall be placed on any lot, other than the lot on which a structure is being built, whether said lot is vacant, in any stage of construction or completed, whether or not adjoining the construction site.

(d) Run off and erosion shall be controlled on site during construction while the site is disturbed.

VI. PERMANENT LANDSCAPING PLANS: All permanent landscaping plans must be approved in writing by the Developer prior to planting. The landscaping plan submitted to the Developer for approval shall include the following requirements:

(a) Landscaping shall be completed within thirty (30) days of occupancy of the residence unless otherwise approved by Developer.

(b) All yards must be completely sodded or seeded upon completion of construction.

(c) The plan shall include the planting of three (3) three and one-half (3-1/2) inch caliber deciduous trees in the front yard.

(d) No existing living tree with a diameter of 6 inches or greater shall be cut or removed without prior written approval from the Developer.

(e) Landscape plans and designs for each lot shall reinforce the natural character and meadow and woodland quality of the surroundings. Cleared areas should be landscaped with trees, shrubs and lawns designed to complement the architectural character of the residence in form, location and scale. Use of plant material of advanced

maturity and of the highest quality should be used to give the property a finished and established feeling.

(f) No hedge shall be planted on any lot unless its placement and planting are approved in writing by the Developer.

(g) Owners shall maintain their yards, hedges, plants and shrubs in a neat and trimmed condition at all times.

(h) No lawn ornaments of any kind will be permitted in front or side yards or in yards facing streets.

3. As to the Estates Lots only, the first sentence of Article V, Section 10, of the Restated Declaration is amended to read as follows:

Every lot owner shall, within thirty-six (36) months after the date of conveyance of a lot without a dwelling thereon, commence in good faith the construction and diligent pursuit of completion of a single family dwelling approved according to this Declaration upon each lot conveyed.

4. All provisions of the Restated Declaration, except as expressly amended or added to herein, shall apply to the Estates Lots, including without limitation the obligation to pay assessments on each lot owned and to be a member of the Chenoweth Association.

WITNESS the signature of Developer by its duly authorized partner on the above date.

STM CHENOWETH PARTNERSHIP,
a general partnership

By Robert H. Marrett
Robert H. Marrett
General Partner

C-4867
113:cm:488
5/24/88

STATE OF KENTUCKY

COUNTY OF JEFFERSON

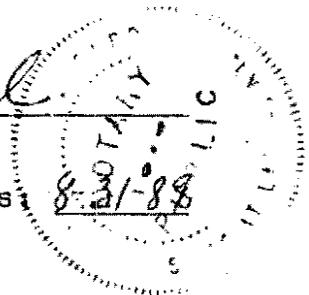
VOL 0737 PAGE 056

Before me, Susan R. Rudd, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Robert H. Marrett, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be a General Partner of STM Chenoweth Partnership, a general partnership, the within-named bargainer, a general partnership, and that he as the authorized General Partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the general partnership by himself as authorized General Partner.

WITNESS my hand and seal at office in Louisville, Kentucky, this 24th day of May, 1988.

Susan R. Rudd
Notary Public

My commission expires 8-31-88



Note Book 44 Page 82
Record Book 737 Page 49
State Tax F Rec. 39905
Rec. No. 39905 Total Pd. 30.00

SADIE WADE
REGISTER OF DEEDS
WILLIAMSON COUNTY, TN.

1988 JUN 17 PM 2:19

Prepared By & Return To:
Cynthia W. Eller ^{Mail}
Attorney at Law
9450 Chesapeake Dr.
Brentwood, TN 37027

BK 1057 PG 427

**FOURTH AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CHENOWETH SUBDIVISION**

This Fourth Amendment is made as of Feb 8, 1993, by the undersigned owners of Lots in Chenoweth Subdivision with seventy-five percent (75%) of the votes in Chenoweth Association, Inc. (the "Association").

WHEREAS, Chenoweth Subdivision is a residential subdivision located in Brentwood, Williamson County, Tennessee ("Chenoweth Subdivision");

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision has been recorded in Book 618, page 364, Register's Office for Williamson County, Tennessee (the "Declaration"); and

WHEREAS, the Declaration has been amended by an Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision, of record in Book 675, page 225, said Register's Office and by Amendments of record in Book 715, page 642, Book 737, page 47 and Book 737, page 49, said Register's Office (the Declaration as amended hereinafter collectively referred to as the "Declaration"); and

WHEREAS, STM Chenoweth Partnership, a Kentucky general partnership ("STM"), was the original Developer under the Declaration; and

WHEREAS, STM developed Sections I, II and III of Chenoweth Subdivision and submitted such property to the Declaration; and

WHEREAS, pursuant to the terms and conditions of the Declaration, STM had the right to annex or submit to the terms of the Declaration any portion of a 251.92 acre tract of property more particularly described in Exhibit B to the Declaration (the "Smithson Property"); and

WHEREAS, pursuant to Article I of the Declaration, STM had the right to subject additional property to the Declaration pursuant to the terms of the Declaration; and

WHEREAS, pursuant to Article I, Section 2(a), STM had the right to assign the right of annexation to any person or entity; and

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09023708

WHEREAS, STM has dissolved its "Class B Membership" stock pursuant to the terms of the Declaration so that the individual homeowners in the Association now have all of the voting rights under the Declaration; and

WHEREAS, Chenoweth Development Group, a Tennessee general partnership ("CDG"), has developed and subdivided portions of the Smithson property known as Sections IV, V, VI, VII, VIII, IX, X-A, X-B, XI, and XII Chenoweth Subdivision pursuant to Plats of record in Book 15, page 57, Book 15, page 93, Book 16, page 41, Book 16, page 30, Book 16, page 63, Book 16, page 64, Book 16, Page 121, Book 17, Page 39, Book 16, Page 122, and Book 12, Page 61, respectively (the "CDG Platted Property"); and

WHEREAS, the CDG Platted Property is subject to a Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision, Section IV of record in Book 921, page 106, as amended in Book 942, page 148, Book 962, page 574, Book 966, page 519, Book 979, page 20, Book 979, page 24, Book 1002, Page 664, Book 1028, Page 871, and Book 1045, Page 282, Register's Office for Williamson County, Tennessee (the "CDG Declaration"); and

WHEREAS, pursuant to Article VII of the CDG Declaration, the CDG Platted Property may be annexed into the original Chenoweth Subdivision and upon such annexation the CDG Platted Property shall be governed by the terms of the Declaration; and

WHEREAS, the Association and CDG have entered into an Agreement dated January 20, 1993 ("Association Agreement"), with respect to certain agreements made by CDG wherein the Association agreed to adopt this Fourth Amendment, such Agreement to be effective upon the adoption of this Amendment.

NOW, THEREFORE, for and in consideration of the execution of the Association Agreement by CDG, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is hereby amended as follows:

1. Article VI of the Declaration is amended to provide that all rights of the Developer to approve construction plans, landscaping plans, building materials, appurtenances, improvements and other permanent structures with respect to any portion of the Smithson property other than the Common Areas hereafter annexed into Chenoweth Subdivision are hereby vested in CDG pursuant to the terms and conditions of Article VI of the Declaration. CDG shall have the right to grant variances regarding the exterior appearance of houses constructed on the Smithson property so long as the variances granted are substantially similar to variances granted in the remainder of Chenoweth Subdivision. After the completion of the initial construction of a residence and all improvements and

appurtenances as approved by CDG, the right to approve all modifications, additions and new appurtenant structures shall be vested in the Association. CDG shall have the right to assign or transfer all rights of construction and landscape approval under Article VI to Smithsons and their successors, and to no one else.

2. Article V, Section 8 of the Declaration with respect to Signs is hereby amended to provide that CDG shall have all the rights of the Developer under such Section of the Declaration with respect to portions of the Smithson property hereafter annexed or submitted to the Declaration. This right shall be limited to placement of signs in the Smithson property only, and no signs shall be placed in the Common Areas. CDG shall, however, have the right to retain the existing sign located at the entrance to the Woods section of Chenoweth Subdivision, so long as CDG maintains the sign and the area around the sign in a condition comparable to the common areas of Chenoweth subdivision. CDG shall also have the right to install temporary directional signs in the common area located at the entrance to Chenoweth Subdivision off of Concord Road and off of Edmondson Pike, so long as such signs are installed no sooner than Friday evenings and are removed by Sunday night. CDG shall also have the right to install a sign in the right-of-way of Atherton Drive to direct the public to the new section of Chenoweth Section IV Property, Woodburn Avenue, such sign to be the same design as exists at the entrance to the Woods.

3. Article IV, Section 6 of the Declaration is amended by deleting such section in its entirety and inserting in lieu thereof the following:

Section 6. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall begin as to any lot subject to the assessment on the date of the closing of the sale of any lot (excluding lot sales to CDG or any lender). Provided, however, until a residence is occupied on a lot, the assessment shall be \$15.00 per month. No assessments shall be due for any period prior to the time a lot is subject to the Declaration. The first annual assessment shall be adjusted according to the number of days remaining in the calendar year when the residence is first occupied.

4. Upon the sale of any lot in Chenoweth Subdivision (including those lots located on the Smithson property), each lot owner shall be responsible for maintaining such lot. Maintenance shall include keeping vegetation in cleared grassy areas at a height of five (5) inches or less (except for trees and landscape shrubs). If the lot owner fails to properly maintain such lot, the Association shall have the right, after ten (10) days written

notice to the lot owner of his, her or its failure to maintain such lot, to take whatever action the Association deems reasonably necessary to cure the lot owner's failure to maintain such lot, and the lot owner shall reimburse the Association for all costs incurred by the Association. Any costs incurred by the Association on behalf of any lot owner shall be deemed to be additional assessments due from such lot owner. If a lot owner fails to reimburse the Association for such costs, the Association shall have the right to place a lien against the lot pursuant to Article IV, Sections 8 and 9 of the Declaration for the filing of liens.

5. This Declaration may not be amended to alter any of the rights of CDG or Smithson under this Fourth Amendment to Declaration without the written consent of CDG and Smithson so long as such entities own any portion of the Smithson property or any option to purchase such property.

6. Article I, Section I of the Declaration is amended to annex into Chenoweth Subdivision the following described real property:

Being all of the Smithson Property currently platted, including but not limited to Lots 158 through 226 inclusive and all other property as shown on the Plats of Chenoweth Sections IV, V, VI, VII, VIII, IX, XI, X-B, X-A, and XII of record respectively in Plat Book 15, Page 57, Plat Book 15, Page 93, Plat Book 16, Page 41, Plat Book 16, Page 30, Plat Book 16, Page 63, Plat Book 16, Page 64, Plat Book 16, Page 122, Plat Book 17, Page 39, Plat Book 17, Page 39, and Plat Book 12, Page 61 in the Register's Office for Williamson County, Tennessee.

7. Article I, Section (b) of the Declaration is amended to provide that the Board of Directors of the Association are hereby granted the authority, on behalf of the Association, to annex the remaining portions of the Smithson Property as such portions are platted from time to time.

8. Nothing contained in this Fourth Amendment to Declaration shall be construed to constitute CDG or Smithson as Developer under the Declaration except with respect to architectural approval rights as set forth in this Fourth Amendment.

THIS FOURTH AMENDMENT to Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision is hereby adopted by the undersigned owners of Lots in Chenoweth Subdivision holding at least 75% of the votes of the Association.

Marted F. Mikus

LOT OWNERS: MARTED F. MIKUS
2/8/93

Sworn to and subscribed before me this 8th day of February, 1993.

Owner(s) Lot 33
Chenoweth Subdivision

Mary Bern Paris
Notary Public

My Commission Expires:

5-25-96

Sworn to and subscribed before me this 20 day of FEBRUARY, 1993.

Owner(s) of Lot 59
Chenoweth Subdivision

Stuart M. Miller
Notary Public

x *Linda J. Sherman*
2/20/93

My Commission Expires:

Stuart M. Miller
Notary My Commission
Expires May 24, 1995

Sworn to and subscribed before me this 20 day of FEBRUARY, 1993.

Owner(s) of Lot 106
Chenoweth Subdivision

Stuart M. Miller
Notary Public

x *Gindy Matchedat*
2/20/93

My Commission Expires:

Stuart M. Miller
Notary My Commission
Expires May 24, 1995

Sworn to and subscribed
before me this 20 day
of February, 1993.

Stuart M. Miller
Notary Public

My Commission Expires:
Stuart M. Miller
Notary My Commission
Expires May 24, 1995

Owner(s) Lot 16
Chenoweth Subdivision

X Waylan
2/20/93

Sworn to and subscribed
before me this 20 day
of February, 1993.

Stuart M. Miller
Notary Public

My Commission Expires:
Stuart M. Miller
Notary My Commission
Expires May 24, 1995

Owner(s) of Lot 68 - Vose
Chenoweth Subdivision

X [Signature]
2/20/93

Sworn to and subscribed
before me this 20 day
of February, 1993.

Stuart M. Miller
Notary Public

My Commission Expires:
Stuart M. Miller
Notary My Commission
Expires May 24, 1995

Owner(s) of Lot 70
Chenoweth Subdivision

X Pat McNeal
2/20/93

THIS FOURTH AMENDMENT to Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision is hereby adopted by the undersigned owners of Lots in Chenoweth Subdivision holding at least 75% of the votes of the Association.

LOT OWNERS: Gary & Judy Enlandson

Sworn to and subscribed before me this 5th day of February, 1993.

Owner(s) Lot 96
Chenoweth Subdivision

Gary D. Howell
Notary Public

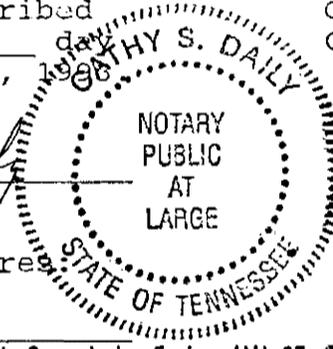
Gary Enlandson
2/8/93

My Commission Expires:

Sworn to and subscribed before me this 11 day of February, 1993.

Owner(s) of Lot 89
Chenoweth Subdivision

Cathy S. Daily
Notary Public



Jane Vallitt
2-11-93

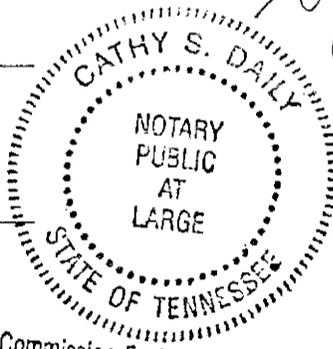
My Commission Expires:

Jan. 27, 1996
My Commission Expires JAN. 27, 1996

Sworn to and subscribed before me this 11 day of February, 1993.

Owner(s) of Lot 129
Chenoweth Subdivision

Cathy S. Daily
Notary Public



Gary W. Hayfield
2/11/93

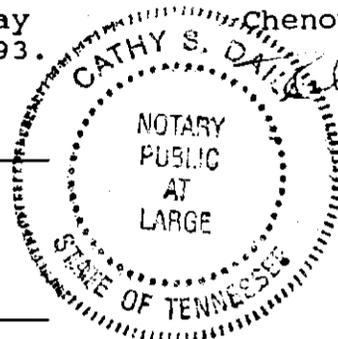
My Commission Expires:

Jan. 27, 1996
My Commission Expires JAN. 27, 1996

Sworn to and subscribed before me this 11 day of February, 1993.

Owner(s) Lot 13
Chenoweth Subdivision

Cathy S. Daily
Notary Public



Robert B. Sullivan
2/11/1993

My Commission Expires:

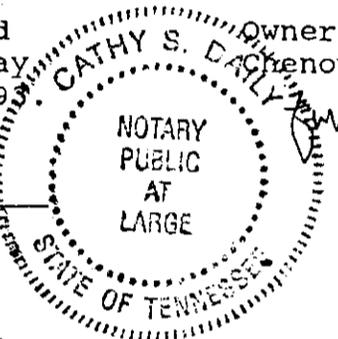
Jan. 27, 1996

My Commission Expires JAN. 27, 1996

Sworn to and subscribed before me this 11 day of February, 1993.

Owner(s) of Lot 7
Chenoweth Subdivision

Cathy S. Daily
Notary Public



Robert R. Jones 2/11/93

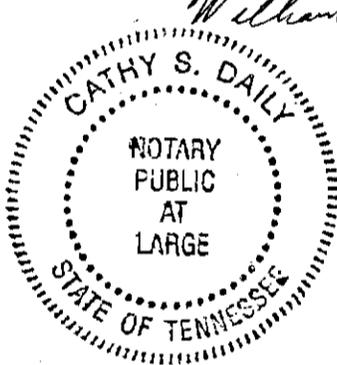
My Commission Expires:

My Commission Expires JAN. 27, 1996

Sworn to and subscribed before me this 11 day of February, 1993.

Owner(s) of Lot 81
Chenoweth Subdivision

Cathy S. Daily
Notary Public



William R. Betts 2/11/93

My Commission Expires:

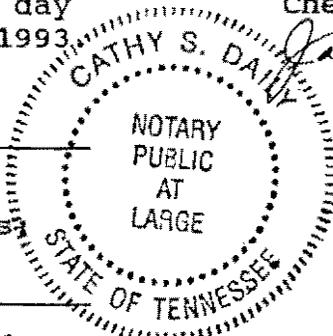
My Commission Expires JAN. 27, 1996

Sworn to and subscribed
before me this 11 day
of February, 1993

Owner(s) Lot 8
Chenoweth Subdivision

Joan J. Rowland 2/11/93

Cathy S. Daily
Notary Public



My Commission Expires:

Jan. 27, 1996

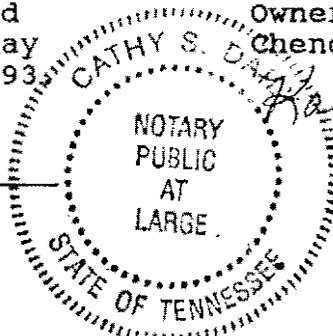
My Commission Expires JAN. 27, 1996

Sworn to and subscribed
before me this 11 day
of February, 1993

Owner(s) of Lot 91
Chenoweth Subdivision

Harvey E Johnson 2/11/93

Cathy S. Daily
Notary Public



My Commission Expires:

Jan. 27, 1996

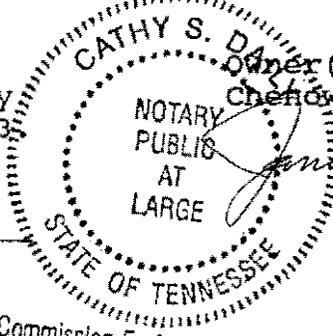
My Commission Expires JAN. 27, 1996

Sworn to and subscribed
before me this 11 day
of February, 1993

Owner(s) of Lot 79
Chenoweth Subdivision

James S. Smith 2/11/93

Cathy S. Daily
Notary Public



My Commission Expires ~~My Commission Expires~~ JAN. 27, 1996

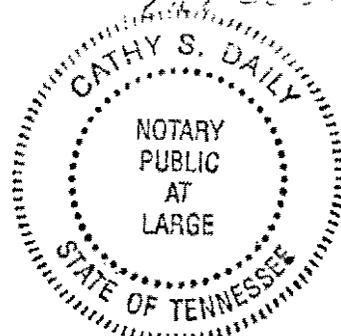
Jan. 27, 1996

Sworn to and subscribed
before me this 11 day
of February, 1993.

Owner(s) of Lot 53
Chenoweth Subdivision

Robert Perkins 2/11/93

Cathy S. Daily
Notary Public



My Commission Expires:

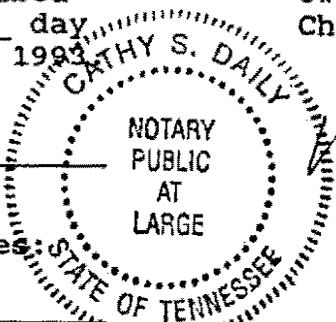
Jan. 27, 1996

My Commission Expires JAN. 27, 1996

Sworn to and subscribed
before me this 11 day
of February, 1993

Owner(s) Lot 100
Chenoweth Subdivision

Cathy S. Daily
Notary Public



Luc Alexander
2-11-93

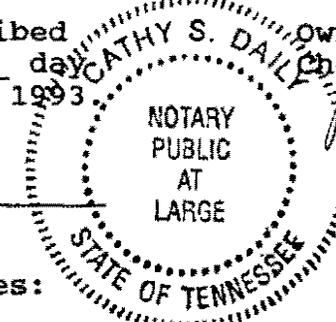
My Commission Expires:

My Commission Expires JAN. 27, 1996

Sworn to and subscribed
before me this 11 day
of February, 1993

Owner(s) of Lot 20
Chenoweth Subdivision

Cathy S. Daily
Notary Public



Richard Lee
2-11-93

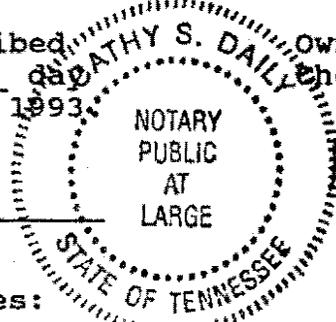
My Commission Expires:

My Commission Expires JAN. 27, 1996

Sworn to and subscribed
before me this 11 day
of February, 1993

Owner(s) of Lot 31
Chenoweth Subdivision

Cathy S. Daily
Notary Public



Michael W. Walker
02/11/93

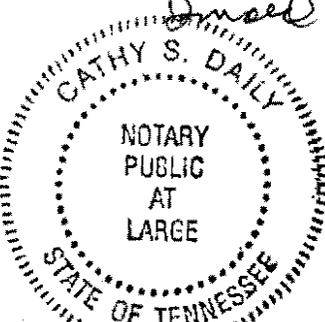
My Commission Expires:

My Commission Expires JAN. 27, 1996

Sworn to and subscribed
before me this 11 day
of February, 1993.

Owner(s) of Lot 73
Chenoweth Subdivision

Cathy S. Daily
Notary Public



Daniel & Bergeton
2/11/93

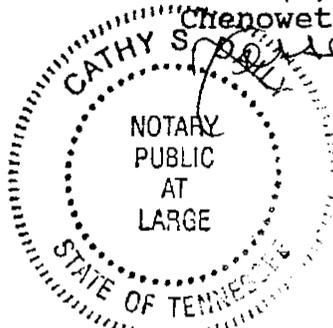
My Commission Expires:

My Commission Expires JAN. 27, 1996

Sworn to and subscribed before me this 11 day of February, 1993.

Owner(s) Lot 3 Chenoweth Subdivision

Cathy S. Daily
Notary Public



[Signature]
2/11/93

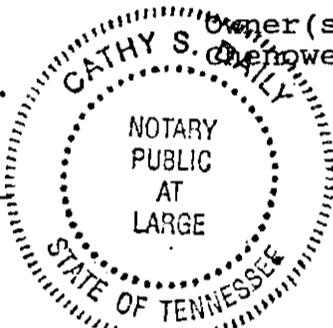
My Commission Expires:
Jan. 27, 1996

My Commission Expires JAN 27, 1996

Sworn to and subscribed before me this 11 day of February, 1993.

Owner(s) of Lot 130 Chenoweth Subdivision

Cathy S. Daily
Notary Public



[Signature]
2/11/93

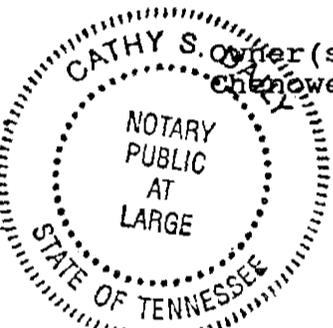
My Commission Expires:

My Commission Expires JAN. 27, 1996

Sworn to and subscribed before me this 11 day of February, 1993.

Owner(s) of Lot 103 Chenoweth Subdivision

Cathy S. Daily
Notary Public



[Signature]
2-11-93

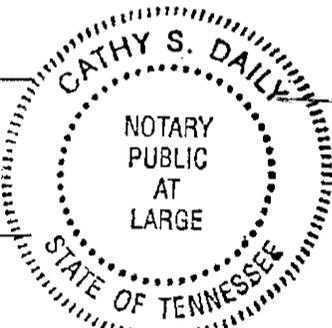
My Commission Expires:

My Commission Expires JAN. 27, 1996

Sworn to and subscribed before me this 11 day of February, 1993.

Owner(s) of Lot 64 Chenoweth Subdivision

Cathy S. Daily
Notary Public



[Signature]
2-11-93

My Commission Expires:

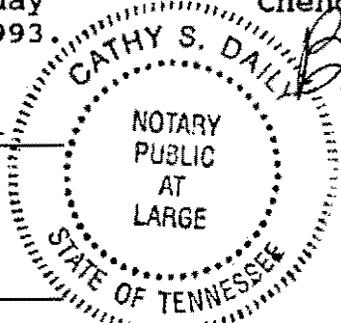
My Commission Expires JAN. 27, 1996

Sworn to and subscribed before me this 11 day of February, 1993.

Owner(s) Lot 22 Chenoweth Subdivision

Cathy S. Daily
Notary Public

Barbara J. Ransom
2-11-93



My Commission Expires:

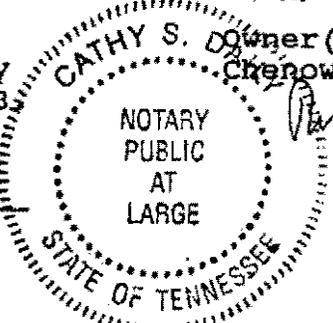
My Commission Expires JAN. 27, 1996

Sworn to and subscribed before me this 11 day of February, 1993.

Owner(s) of Lot 112 Chenoweth Subdivision

Cathy S. Daily
Notary Public

[Signature]
2-11-93



My Commission Expires:

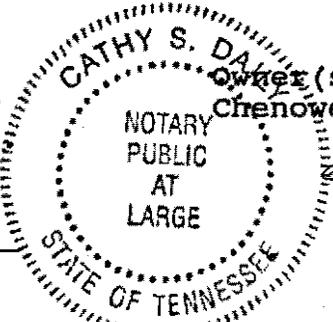
My Commission Expires JAN. 27, 1996

Sworn to and subscribed before me this 11 day of February, 1993.

Owner(s) of Lot 133 Chenoweth Subdivision

Cathy S. Daily
Notary Public

[Signature]
2/11/93



My Commission Expires:

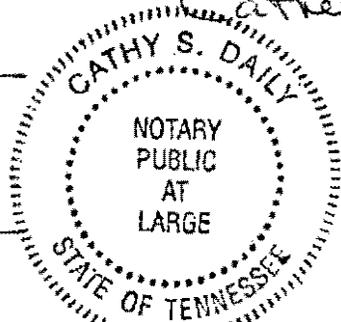
My Commission Expires JAN. 27, 1996

Sworn to and subscribed before me this 11 day of February, 1993.

Owner(s) of Lot 82 Chenoweth Subdivision

Cathy S. Daily
Notary Public

Catherine A. Laska
2/11/93



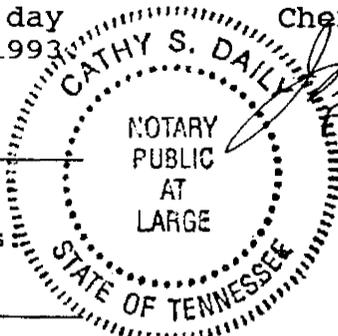
My Commission Expires:

My Commission Expires JAN. 27, 1996

Sworn to and subscribed
before me this 11 day
of February, 1993

Owner(s) Lot 9
Chenoweth Subdivision

Cathy S. Daily
Notary Public



[Signature]
Feb 11 1993

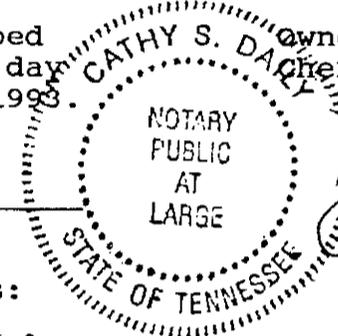
My Commission Expires:

My Commission Expires JAN. 27, 1996

Sworn to and subscribed
before me this 11 day
of February, 1993

Owner(s) of Lot 157
Chenoweth Subdivision

Cathy S. Daily
Notary Public



[Signature] 2/11/93

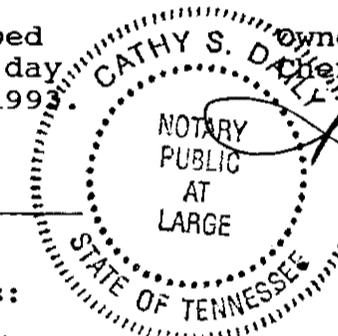
My Commission Expires:

My Commission Expires JAN. 27, 1996

Sworn to and subscribed
before me this 11 day
of February, 1993

Owner(s) of Lot 50
Chenoweth Subdivision

Cathy S. Daily
Notary Public



[Signature] 2-11-93

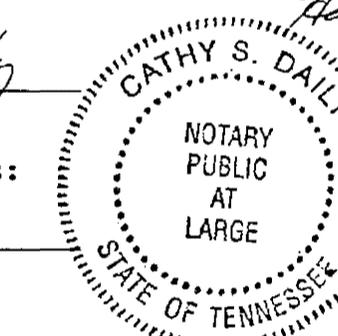
My Commission Expires:

My Commission Expires JAN. 27, 1996

Sworn to and subscribed
before me this 11 day
of February, 1993.

Owner(s) of Lot 123
Chenoweth Subdivision

Cathy S. Daily
Notary Public



[Signature] 2/11/93

My Commission Expires:

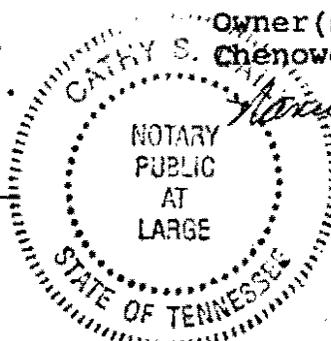
My Commission Expires JAN. 27, 1996

Sworn to and subscribed before me this 11 day of February, 1993.

Owner(s) Lot 51 Chenoweth Subdivision

Henry J. Hunter 2/11/93

Cathy A Daily
Notary Public



My Commission Expires:

Jan. 27, 1996

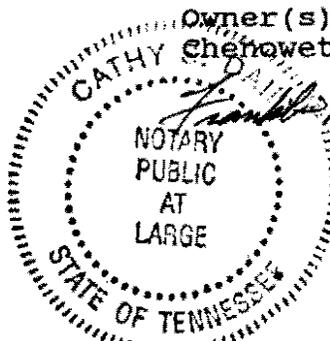
My Commission Expires JAN. 27, 1996

Sworn to and subscribed before me this 11 day of February, 1993.

Owner(s) of Lot 151 Chenoweth Subdivision

Franklin S. Hunter 2/11/93

Cathy A Daily
Notary Public



My Commission Expires:

Jan. 27, 1996

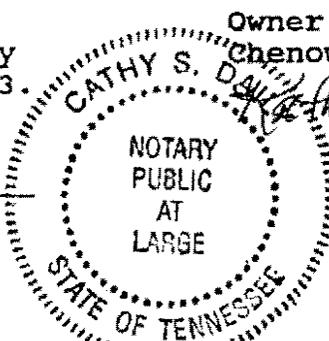
My Commission Expires JAN. 27, 1996

Sworn to and subscribed before me this 11 day of February, 1993.

Owner(s) of Lot 90 Chenoweth Subdivision

Richard A. Cowan 2/11/93

Cathy A Daily
Notary Public



My Commission Expires:

Jan. 27, 1996

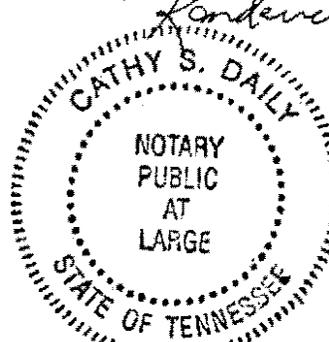
My Commission Expires JAN. 27, 1996

Sworn to and subscribed before me this 11 day of February, 1993.

Owner(s) of Lot 97 Chenoweth Subdivision

Roderick S. Arney 2/10/93

Cathy A Daily
Notary Public



My Commission Expires:

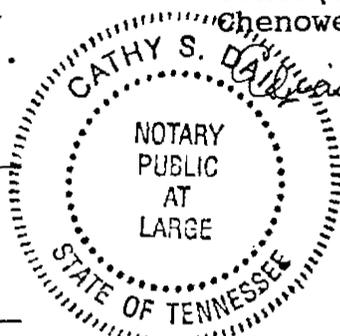
Jan. 27, 1996

My Commission Expires JAN. 27, 1996

Sworn to and subscribed before me this 11 day of February, 1993.

Owner(s) Lot 119 Chenoweth Subdivision

Cathy S. Daily
Notary Public



William R. Renster 2/11/93

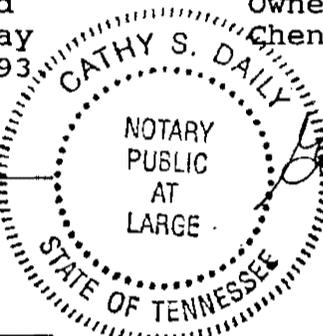
My Commission Expires:

My Commission Expires JAN. 27, 1996

Sworn to and subscribed before me this 11 day of February, 1993.

Owner(s) of Lot 102 Chenoweth Subdivision

Cathy S. Daily
Notary Public



Gregory F. Mull 2/11/93

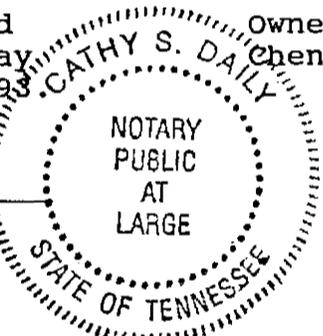
My Commission Expires:

My Commission Expires JAN. 27, 1996

Sworn to and subscribed before me this 11 day of February, 1993.

Owner(s) of Lot 29 Chenoweth Subdivision

Cathy S. Daily
Notary Public



James H. Homan 2/11/93

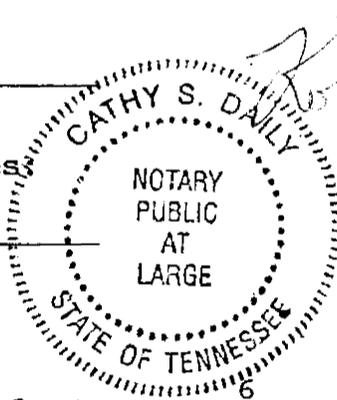
My Commission Expires:

My Commission Expires JAN. 27, 1996

Sworn to and subscribed before me this 11 day of February, 1993.

Owner(s) of Lot 78 Chenoweth Subdivision

Cathy S. Daily
Notary Public



Robert A. Wells 2/11/93

My Commission Expires:

My Commission Expires JAN. 27, 1996

THIS FOURTH AMENDMENT to Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision is hereby adopted by the undersigned owners of Lots in Chenoweth Subdivision holding at least 75% of the votes of the Association.

LOT OWNERS: *James D. McHenry*
Laura H. McHenry
Owner(s) Lot 136 2/18/93
Chenoweth Subdivision

Sworn to and subscribed before me this 18th day of February, 1993.

Linda Ledbetter
Notary Public
My Commission Expires:
6-8-93

Sworn to and subscribed before me this 20 day of February, 1993.

Stuart M. Miller
Notary Public
My Commission Expires:
Stuart M. Miller
Notary My Commission
Expires May 24, 1995

Owner(s) of Lot 45
Chenoweth Subdivision
X *Jeff Zerkman*
2/20/93

Sworn to and subscribed before me this 20 day of February, 1993.

Stuart M. Miller
Notary Public
My Commission Expires:
Stuart M. Miller
Notary My Commission
Expires May 24, 1995

Owner(s) of Lot 89
Chenoweth Subdivision
X *Stuart M. Miller*
2/20/93

Sworn to and subscribed
before me this 28 day
of FEBRUARY, 1993.


Notary Public

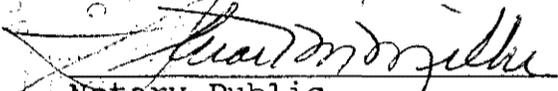
My Commission Expires:

Stuart M. Miller
Notary My Commission
Expires May 24, 1995

Owner(s) Lot 107
Chenoweth Subdivision

X 
2/20/93

Sworn to and subscribed
before me this 26 day
of FEBRUARY, 1993.


Notary Public

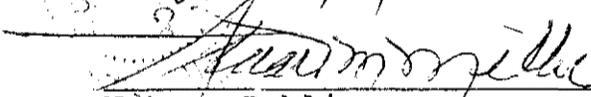
My Commission Expires:

Stuart M. Miller
Notary My Commission
Expires May 24, 1995

Owner(s) of Lot 148
Chenoweth Subdivision

X 
2/20/93

Sworn to and subscribed
before me this 23 day
of FEBRUARY, 1993.


Notary Public

My Commission Expires:

Stuart M. Miller
Notary My Commission
Expires May 24, 1995

Owner(s) of Lot 86
Chenoweth Subdivision

X 
2/20/93

Sworn to and subscribed
before me this 20 day
of FEBRUARY, 1993.

Owner(s) Lot 65
Chenoweth Subdivision

X Burt Pavelchik
2/20/93

Stuart M. Miller
Notary Public

My Commission Expires:

Stuart M. Miller
Notary My Commission
Expires May 24, 1995

Sworn to and subscribed
before me this 20 day
of FEBRUARY, 1993.

Owner(s) of Lot 38
Chenoweth Subdivision

X Elizabeth N. Adams
2/20/93

Stuart M. Miller
Notary Public

My Commission Expires:

Stuart M. Miller
Notary My Commission
Expires May 24, 1995

Sworn to and subscribed
before me this 20 day
of FEBRUARY, 1993.

Owner(s) of Lot 153
Chenoweth Subdivision

X Thomas Wray
2/20/93

Stuart M. Miller
Notary Public

My Commission Expires:

Stuart M. Miller
Notary My Commission
Expires May 24, 1995

THIS FOURTH AMENDMENT to Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision is hereby adopted by the undersigned owners of Lots in Chenoweth Subdivision holding at least 75% of the votes of the Association.

LOT OWNERS:

DAVID & ALLEN LAAKE

Alene M Laake

Owner(s) Lot 83
Chenoweth Subdivision

2/19/93

Sworn to and subscribed before me this 19th day of February, 1993.

Loretta A. Ament
Notary Public

My Commission Expires:
July 22, 1995

Sworn to and subscribed before me this 20 day of February, 1993.

Stuart M. Miller
Notary Public

My Commission Expires:
Stuart M. Miller
Notary My Commission Expires May 24, 1995

Owner(s) of Lot 145
Chenoweth Subdivision

X Richard B. ...
2/20/93

Sworn to and subscribed before me this 20 day of February, 1993.

Stuart M. Miller
Notary Public

My Commission Expires:
Stuart M. Miller
Notary My Commission Expires May 24, 1995

Owner(s) of Lot 108
Chenoweth Subdivision

X Stuart M. Miller
2/20/93

Sworn to and subscribed
before me this 20 day
of FEBRUARY, 1993.

Owner(s) Lot 111
Chenoweth Subdivision

X Wm. T. Blackus
2/20/93

Stuart M. Miller
Notary Public

My Commission Expires:
Stuart M. Miller
Notary My Commission
Expires May 24, 1995

Sworn to and subscribed
before me this 20 day
of FEBRUARY, 1993.

Owner(s) of Lot 143
Chenoweth Subdivision

X Betty Anne Mills
2/20/93

Stuart M. Miller
Notary Public

My Commission Expires:
Stuart M. Miller
Notary My Commission
Expires May 24, 1995

Sworn to and subscribed
before me this 20 day
of FEBRUARY, 1993.

Owner(s) of Lot 18
Chenoweth Subdivision

X Jefferson T. Jones
2/20/93

Stuart M. Miller
Notary Public

My Commission Expires:
Stuart M. Miller
Notary My Commission
Expires May 24, 1995

Sworn to and subscribed
before me this 20 day
of FEBRUARY, 1993.

Owner(s) of Lot 114
Chenoweth Subdivision

X Dwight M. Greener
2/20/93

Stuart M. Miller
Notary Public

My Commission Expires:
Stuart M. Miller
Notary My Commission
Expires May 24, 1995

Sworn to and subscribed
before me this 20 day
of FEBRUARY, 1993.

 Stuart M. Miller
Notary Public
My Commission Expires:
Stuart M. Miller
Notary My Commission
Expires May 24, 1995

Owner(s) of Lot 36
Chenoweth Subdivision

Kenneth M. Jackson
2/20/93

Sworn to and subscribed
before me this 20 day
of FEBRUARY, 1993.

 Stuart M. Miller
Notary Public
My Commission Expires:
Stuart M. Miller
Notary My Commission
Expires May 24, 1995

Owner(s) of Lot 117
Chenoweth Subdivision

X Sidney Grant
2/20/93

Sworn to and subscribed
before me this 20 day
of FEBRUARY, 1993.

 Stuart M. Miller
Notary Public
My Commission Expires:
Stuart M. Miller
Notary My Commission
Expires May 24, 1995

Owner(s) of Lot 52
Chenoweth Subdivision

X Bruce R. McCann
2/20/93

Sworn to and subscribed
before me this 20 day
of FEBRUARY, 1993.

Owner(s) Lot 63
Chenoweth Subdivision

X Marie E. Moore
2/20/93

Stuart M. Miller
Notary Public

My Commission Expires:

Stuart M. Miller
Notary My Commission
Expires May 24, 1995

Sworn to and subscribed
before me this 20 day
of FEBRUARY, 1993.

Owner(s) of Lot 109
Chenoweth Subdivision

X H. H. H. J.
2/20/93

Stuart M. Miller
Notary Public

My Commission Expires:

Stuart M. Miller
Notary My Commission
Expires May 24, 1995

Sworn to and subscribed
before me this 20 day
of FEBRUARY, 1993.

Owner(s) of Lot 30
Chenoweth Subdivision

X Frank Kennedy
2/20/93

Stuart M. Miller
Notary Public

My Commission Expires:

Stuart M. Miller
Notary My Commission
Expires May 24, 1995

Sworn to and subscribed
before me this 21 day
of Feb., 1993.

Owner(s) of Lot ~~145~~ 146
Chenoweth Subdivision

X S A L
2/21/93

Glenn H. Cuda
Notary Public

My Commission Expires:

9-23-95

Sworn to and subscribed
before me this 20 day
of FEBRUARY, 1993.

Owner(s) of Lot 21
Chenoweth Subdivision

Stuart M. Miller
Notary Public

X Stuart Miller
2/20/93

My Commission Expires:

Stuart M. Miller
Notary My Commission
Expires May 24, 1995

Sworn to and subscribed
before me this 21 day
of February, 1993.

Owner(s) of Lot 23
Chenoweth Subdivision

Oliver H. Cuden
Notary Public

X Michael Markie
2/21/93

My Commission Expires:

9-23-95

Sworn to and subscribed
before me this 21 day
of Feb, 1993.

Owner(s) of Lot 110
Chenoweth Subdivision

Oliver H. Cuden
Notary Public

Jan Hall
2/21/93

My Commission Expires:

9-23-95

Sworn to and subscribed
before me this 21 day
of Feb., 1993.

Owner(s) of Lot 138
Chenoweth Subdivision

X Dalene Hartshorn
2-21-93

Allen H. Cuder

Notary Public

My Commission Expires:

9-23-95

Sworn to and subscribed
before me this 21 day
of Feb., 1993.

Owner(s) of Lot 144
Chenoweth Subdivision

X John E. Ball

2-21-93

Allen H. Cuder

Notary Public

My Commission Expires:

9-23-95

Sworn to and subscribed
before me this 21 day
of Feb., 1993.

Owner(s) of Lot 139
Chenoweth Subdivision

X J. H. H. H.

2-21-93

Allen H. Cuder

Notary Public

My Commission Expires:

9-23-95

Sworn to and subscribed
before me this 21 day
of Feb., 1993.

Owner(s) of Lot 43
Chenoweth Subdivision

[Signature]
2-21-93

[Signature]
Notary Public

My Commission Expires:
9-23-95

Sworn to and subscribed
before me this 21 day
of Feb., 1993.

Owner(s) of Lot 121
Chenoweth Subdivision

[Signature]

[Signature]
Notary Public

My Commission Expires:
9-23-95

Sworn to and subscribed
before me this 21 day
of Feb., 1993.

Owner(s) of Lot 84
Chenoweth Subdivision

[Signature]
Feb. 21, 1993

9-23-95
Notary Public

My Commission Expires:
[Signature]

Sworn to and subscribed
before me this 21 day
of Feb., 1993.

Allen H. Cuder

Notary Public

My Commission Expires:

9-23-95

Owner(s) of Lot 105
Chenoweth Subdivision

Juliett D Smellery
2/21/93

Sworn to and subscribed
before me this 21 day
of Feb., 1993.

Allen H. Cuder

Notary Public

My Commission Expires:

9-23-95

Owner(s) of Lot 1
Chenoweth Subdivision

X Patricia Billante
2-21-93

Sworn to and subscribed
before me this 21 day
of Feb., 1993.

Allen H. Cuder

Notary Public

My Commission Expires:

9-23-95

Owner(s) of Lot 58
Chenoweth Subdivision

X Mary Howard
2-21-93

Sworn to and subscribed
before me this 21 day
of Feb., 1993.

Owner(s) of Lot 41
Chenoweth Subdivision

x Peter C. Luciani
48 2-21-93

Allen H. Cuder
Notary Public

My Commission Expires:
9-23-95

Sworn to and subscribed
before me this 21 day
of Feb., 1993.

Owner(s) of Lot 76
Chenoweth Subdivision

x Jeff Smith 2/21/93

Allen H. Cuder
Notary Public

My Commission Expires:
9-23-95

Sworn to and subscribed
before me this 21 day
of Feb., 1993.

Owner(s) of Lot 15
Chenoweth Subdivision

x B. Glenn Gentry

Allen H. Cuder
Notary Public

My Commission Expires:
9-23-95

2/21/93

Sworn to and subscribed
before me this 27 day
of Feb., 1993.

Owner(s) of Lot ~~141~~ 80
Chenoweth Subdivision

Allen H. Cuder

Susan Boone

Notary Public

My Commission Expires:

9-23-95

Sworn to and subscribed
before me this 27 day
of Feb., 1993.

Owner(s) of Lot 141
Chenoweth Subdivision

Allen H. Cuder

Ronald H. Newton

Notary Public

My Commission Expires:

9-23-95

Sworn to and subscribed
before me this 27 day
of Feb., 1993.

Owner(s) of Lot 128
Chenoweth Subdivision

Allen H. Cuder

Barbara A. Grimes

Notary Public

My Commission Expires:

9-23-95

Sworn to and subscribed
before me this 27 day
of Feb., 1993.

Owner(s) of Lot 75
Chenoweth Subdivision

[Handwritten signature]

[Handwritten signature]

Notary Public

My Commission Expires:

9-23-95

Sworn to and subscribed
before me this 27 day
of Feb., 1993.

Owner(s) of Lot 71
Chenoweth Subdivision

[Handwritten signature]

[Handwritten signature]

Notary Public

My Commission Expires:

9-23-95

~~Sworn to and subscribed
before me this 27 day
of Feb., 1993.~~

Owner(s) of Lot _____
Chenoweth Subdivision

~~*[Handwritten signature]*~~

~~Notary Public~~

~~My Commission Expires:~~

~~9-23-95~~

Sworn to and subscribed
before me this 27 day
of Feb., 1993.

Alice H. Cuder

Notary Public

My Commission Expires:

9-23-95

Owner(s) of Lot 120
Chenoweth Subdivision

Ronald N. Free

Sworn to and subscribed
before me this 27 day
of Feb., 1993.

Alice H. Cuder

Notary Public

My Commission Expires:

9-23-95

Owner(s) of Lot 113
Chenoweth Subdivision

Ken Fiddle

Sworn to and subscribed
before me this 27 day
of Feb., 1993.

Alice H. Cuder

Notary Public

My Commission Expires:

9-23-95

Owner(s) of Lot 124
Chenoweth Subdivision

David Tripton

Sworn to and subscribed
before me this 27 day
of February, 1993.

Owner(s) of Lot 25
Chenoweth Subdivision

X Linda J Cunningham

Alice H. Cuda

Notary Public

My Commission Expires:

9-23-95

Sworn to and subscribed
before me this 27 day
of February, 1993.

Owner(s) of Lot 147
Chenoweth Subdivision

X James R. Lanning

Alice H. Cuda

Notary Public

My Commission Expires:

9-23-95

Sworn to and subscribed
before me this 27 day
of Feb., 1993.

Owner(s) of Lot 12
Chenoweth Subdivision

X John A. Walker

Alice H. Cuda

Notary Public

My Commission Expires:

9-23-95

Sworn to and subscribed
before me this 27 day
of February, 1993.

Oliver H. Cuda
Notary Public

My Commission Expires:
9-23-95

Owner(s) of Lot 6
Chenoweth Subdivision

x WC Warren
2-27-93

Sworn to and subscribed
before me this 27 day
of February, 1993.

Oliver H. Cuda
Notary Public

My Commission Expires:
9-23-95

Owner(s) of Lot 10
Chenoweth Subdivision

x Jim Hayes
2-27-93

Sworn to and subscribed
before me this 27 day
of February, 1993.

Oliver H. Cuda
Notary Public

My Commission Expires:
9-23-95

Owner(s) of Lot 11
Chenoweth Subdivision

x Robert C. Henry
2-27-93

Sworn to and subscribed
before me this 27 day
of Feb., 1993.

Owner(s) of Lot 13
Chenoweth Subdivision

Alice H. Cuder

X Robert B. Cuder

Notary Public

My Commission Expires:

9-23-95

Sworn to and subscribed
before me this 27 day
of Feb., 1993.

Owner(s) of Lot 5
Chenoweth Subdivision

Alice H. Cuder

X Robert B. Cuder

Notary Public

My Commission Expires:

9-23-95

Sworn to and subscribed
before me this 27 day
of Feb., 1993.

Owner(s) of Lot 4
Chenoweth Subdivision

Alice H. Cuder

X John Sangerant

Notary Public

My Commission Expires:

9-23-95

Sworn to and subscribed
before me this 27 day
of February, 1993.

Oliver H. Corder
Notary Public

My Commission Expires:
9-23-95

Owner(s) of Lot 14
Chenoweth Subdivision

x Thomas E. Jolley
2-27-93

Sworn to and subscribed
before me this 27 day
of Feb., 1993.

Oliver H. Corder
Notary Public

My Commission Expires:
9-23-95

Owner(s) of Lot 17
Chenoweth Subdivision

x John H. Baffert
2-27-93

Sworn to and subscribed
before me this 27 day
of Feb., 1993.

Oliver H. Corder
Notary Public

My Commission Expires:
9-23-95

Owner(s) of Lot 24
Chenoweth Subdivision

x John Wilson

Sworn to and subscribed
before me this 27 day
of Feb., 1993.

Owner(s) of Lot 154
Chenoweth Subdivision

x *Jocinda Makela*

Allen H. Cuden

Notary Public

My Commission Expires:

9-23-95

Sworn to and subscribed
before me this 27 day
of Feb, 1993.

Owner(s) of Lot 143
Chenoweth Subdivision

x *Mike Str*

Allen H. Cuden

Notary Public

My Commission Expires:

9-23-95

Sworn to and subscribed
before me this 27 day
of Feb., 1993.

Owner(s) of Lot 74
Chenoweth Subdivision

x *John R. Hill*

Allen H. Cuden

Notary Public

My Commission Expires:

9-23-95

Sworn to and subscribed
before me this 27 day
of Feb., 1993.

Oliver H. Cuder

Notary Public

My Commission Expires:

9-23-95

Owner(s) Lot 46
Chenoweth Subdivision

Richard D. Sirby
3/7/93

Sworn to and subscribed
before me this 27 day
of Feb., 1993.

Oliver H. Cuder

Notary Public

My Commission Expires:

9-23-95

Owner(s) of Lot 48
Chenoweth Subdivision

Mrs. Hugbie L. Morris
3-7-93

Sworn to and subscribed
before me this 27 day
of Feb., 1993.

Oliver H. Cuder

Notary Public

My Commission Expires:

9-23-95

Owner(s) of Lot 135
Chenoweth Subdivision

Ronald A. Robinson

7-MARCH-93

Sworn to and subscribed
before me this 27 day
of Feb., 1993.

Alice H. Cuder

Notary Public

My Commission Expires:

9-23-95

Owner(s) Lot 27
Chenoweth Subdivision

Charlie Lyle Jr.

3/7/93

Sworn to and subscribed
before me this 27 day
of Feb., 1993.

Alice H. Cuder

Notary Public

My Commission Expires:

9-23-95

Owner(s) of Lot 28
Chenoweth Subdivision

Jarane Becker

3-7-93

Sworn to and subscribed
before me this 27 day
of Feb., 1993.

Alice H. Cuder

Notary Public

My Commission Expires:

9-23-95

Owner(s) of Lot 39
Chenoweth Subdivision

Jeri L. Marsh

3-7-93

Sworn to and subscribed
before me this 27 day
of Feb., 1993.

Oliver H. Cuder

Notary Public

My Commission Expires:

9-23-95

Owner(s) Lot 152
Chenoweth Subdivision

Chris Bernard
3/7/93

Sworn to and subscribed
before me this 27 day
of Feb., 1993.

Oliver H. Cuder

Notary Public

My Commission Expires:

9-23-95

Owner(s) of Lot 149
Chenoweth Subdivision

Marlyn Throop
3/7/93

Sworn to and subscribed
before me this 27 day
of Feb., 1993.

Oliver H. Cuder

Notary Public

My Commission Expires:

9-23-95

Owner(s) of Lot 47
Chenoweth Subdivision

Hiroko Takahashi
2/7-93

Sworn to and subscribed
before me this 7 day
of March, 1993.

Owner(s) Lot 44
Chenoweth Subdivision
Julie B Dinkau
3/7/93

Oliver H. Cuden

Notary Public

My Commission Expires:

9-23-95

Sworn to and subscribed
before me this 7th day
of March, 1993.

Owner(s) of Lot 155
Chenoweth Subdivision
Michael M. Doe
Carly B. Doe
3/7/93

Oliver H. Cuden

Notary Public

My Commission Expires:

9-23-95

~~Sworn to and subscribed
before me this 7 day
of March, 1993.~~

Owner(s) of Lot _____
Chenoweth Subdivision

~~Oliver H. Cuden~~

~~Notary Public~~

~~My Commission Expires:~~

~~9-23-95~~

THIS FOURTH AMENDMENT to Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision is hereby adopted by the undersigned owners of Lots in Chenoweth Subdivision holding at least 75% of the votes of the Association.

LOT OWNERS:

Sworn to and subscribed before me this 7 day of MARCH, 1993.

Owner(s) Lot 60
Chenoweth Subdivision

Patricia Seale

Allen H. Cuda

Notary Public

My Commission Expires:

9-23-95

Sworn to and subscribed before me this 7 day of MARCH, 1993.

Owner(s) of Lot 69
Chenoweth Subdivision

Rhonda M. Gushow

Allen H. Cuda

Notary Public

My Commission Expires:

9-23-95

Sworn to and subscribed before me this 7 day of MARCH, 1993.

Owner(s) of Lot 55
Chenoweth Subdivision

David H. Fowler

Allen H. Cuda

Notary Public

My Commission Expires:

9-23-95

Sworn to and subscribed
before me this 7 day
of March, 1993.

Owner(s) Lot 56
Chenoweth Subdivision

Joe Wiser

Allen H. Cuder
Notary Public

My Commission Expires:
9-23-95

Sworn to and subscribed
before me this 7 day
of MARCH, 1993.

Owner(s) of Lot 132
Chenoweth Subdivision

S. K. Chaudhuri

Allen H. Cuder
Notary Public

My Commission Expires:
9-23-95

Sworn to and subscribed
before me this _____ day
of _____, 1993.

Owner(s) of Lot _____
Chenoweth Subdivision

Notary Public

My Commission Expires:

THIS FOURTH AMENDMENT to Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision is hereby adopted by the undersigned owners of Lots in Chenoweth Subdivision holding at least 75% of the votes of the Association.

LOT OWNERS:

Sworn to and subscribed before me this 7 day of MARCH, 1993.

Owner(s) Lot 156
Chenoweth Subdivision

Adonia

Oliver H. Cuder

Notary Public

My Commission Expires:

9-23-95

Sworn to and subscribed before me this 7 day of MARCH, 1993.

Owner(s) of Lot 137
Chenoweth Subdivision

Geraldine A. Brown

Oliver H. Cuder

Notary Public

My Commission Expires:

9-23-95

Sworn to and subscribed before me this 7 day of MARCH, 1993.

Owner(s) of Lot 49
Chenoweth Subdivision

James H. Edelberg

Oliver H. Cuder

Notary Public

My Commission Expires:

9-23-95

THIS FOURTH AMENDMENT to Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision is hereby adopted by the undersigned owners of Lots in Chenoweth Subdivision holding at least 75% of the votes of the Association.

LOT OWNERS:

Sworn to and subscribed before me this 7 day of March, 1993.

Allice H. Cuder

Notary Public

My Commission Expires:

9-23-95

Owner(s) Lot 127
Chenoweth Subdivision

X *Martha E. Grogan*

State of Tennessee, County of WILLIAMSON
Received for record the 17 day of
MARCH 1993 at 12:49 PM. (RECH 45093)
Recorded in official records
Book 1057 Page 427-469

Sworn to and subscribed before me this 7 day of March, 1993.

Allice H. Cuder

Notary Public

My Commission Expires:

9-23-95

Owner(s) of Lot 134
Chenoweth Subdivision

Connie L. Murray

Notebook 50 Page 475
State Tax \$.00 Clerks Fee \$.00,
Recording \$172.00, Total \$ 172.00,
Register of Deeds SADIE WADE
Deputy Register KAREN OWENS

Sworn to and subscribed before me this 7 day of March, 1993.

Allice H. Cuder

Notary Public

My Commission Expires:

9-23-95

Owner(s) of Lot 54
Chenoweth Subdivision

Maggie Taylor-Kaye

BK 1077 PG 299

THIS INSTRUMENT PREPARED BY:
Mark E. Morrison
Grissim & Hodges
323 Union Street
Nashville, TN 37201

**FIFTH AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CHENOWETH SUBDIVISION**

This Fifth Amendment is made as of May 21, 1993, by Chenoweth Development Group (CDG) and Chenoweth Association, Inc. (the "Association");

WHEREAS, Chenoweth Subdivision is a residential subdivision located in Brentwood, Williamson County, Tennessee ("Chenoweth Subdivision"); and

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision has been recorded in Book 618, page 364, Register's Office for Williamson County, Tennessee (the "Declaration"); and

WHEREAS, the Declaration has been amended by an Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision, of record in Book 675, page 225, said Register's Office and by Amendments of record in Book 715, page 642, Book 737, page 47 and Book 737, page 49, said Register's Office (the Declaration as amended hereinafter collectively referred to as the "Declaration"); and

WHEREAS, Joe C. and Vivian R. Smithson owned property adjacent to Chenoweth Subdivision all as more fully described on Exhibit B to the Declaration (the "Smithson Property"); and

WHEREAS, Chenoweth Development Group, a Tennessee general partnership developed and subdivided portions of the Smithson Property known as Sections IV, V, VI, VII, VIII, IX, X-A, X-B, XI and XII Chenoweth Subdivision pursuant to Plats of record in Book 15, page 57, Book 15, page 93, Book 16, page 41, Book 16, page 30, Book 16, page 63, Book 16, page 64, Book 16, page 121, Book 17, page 39, Book 16, page 122, and Book 17, page 61, respectively (the "CDG Platted Property"); and

WHEREAS, the CDG Platted Property is subject to a Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision, Section IV of record in Book 921, page 106, as amended in Book 942, page 148, Book 962, page 5745, Book 966, page 519, Book 979, page 20, Book 979, page 24, Book 1002, page 664, Book 1028, page 871, and Book 1045, page 282, Register's Office for Williamson County, Tennessee (the "CDG Declaration"); and

BK 1077 PG 300

WHEREAS, pursuant to the Fourth Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision of record in Book 1057, page 427, Register's Office of Williamson County, Tennessee, the CDG Platted Property was annexed into the Chenoweth Subdivision. Upon such annexation the CDG Platted Property was governed by the terms of the Declaration; and

WHEREAS, the Declaration permits Chenoweth Association, Inc. by and through its president and secretary and the owner of the Smithson Property, CDG, subject to the provisions of the Declaration additional portions of the Smithson Property by filing an amendment annexing such additional property. Chenoweth Association, Inc. and CDG hereby amend the Declaration as follows:

1. Article I, Section I of the Declaration is amended to annex the following described portions of the Smithson Property.

TRACT I

Being Lots 235 through 245 inclusive and all other property as shown on the plat of Chenoweth, Section XIII, of record in Book 18, page 58 in the office of the Register of Deeds, Williamson County, Tennessee.

TRACT II

See Exhibit A attached hereto and incorporated herein by reference.

2. The Fourth Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision is amended to change paragraph 6 to correct the last plat reference from Plat Book 12, page 61 to Plat Book 17, page 61 in the office of the Register of Deeds, Williamson County, Tennessee.

3. All reference to the property in the Declaration shall be deemed amended to include the real property described in paragraphs 1 and 2 above.

4. In all other respects Chenoweth Association, Inc. and CDG ratify and affirm all of the covenants, conditions and restrictions contained in the Declaration.

Witness the signature of Chenoweth Association, Inc. by its duly authorized president and secretary and the signature of CDG by its duly authorized partner on the above date.

CHENOWETH ASSOCIATION, INC.,
a Tennessee corporation

BY: C. W. Eller
CYNTHIA W. ELLER

Title: President

BY: Anthony Marble
ANTHONY MARBLE

Title: Secretary

CHENOWETH DEVELOPMENT GROUP,
a Tennessee general partnership

BY: Ernest H. Row

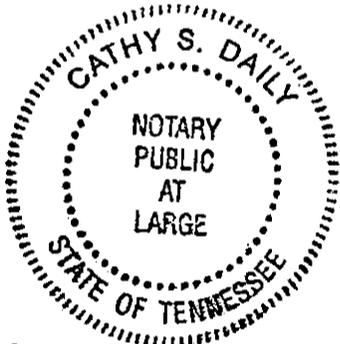
Title: General Partner

STATE OF TENNESSEE

COUNTY OF Williamson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Cynthia W. Eller, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained, and who further acknowledged that she is the president of Chenoweth Association, Inc., a Tennessee corporation, and is authorized by the corporation to execute this instrument of behalf of the corporation.

Witness my hand this 21 day of May, 1993.



Cathy S. Daily
NOTARY PUBLIC

My Commission expires: 1/27/96

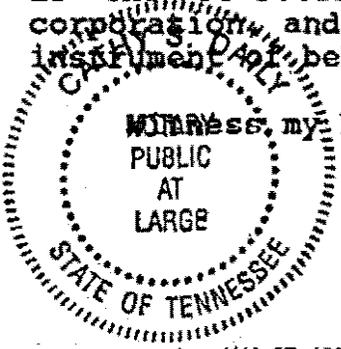
My Commission Expires JAN. 27, 1996

STATE OF TENNESSEE

BK 1077 PG 302

COUNTY OF Williamson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Anthony Marble, 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 secretary of Chenoweth Association, Inc. a Tennessee corporation, and is authorized by the corporation to execute this instrument on behalf of the corporation.



Witness my hand this 21 day of May, 1993.

Cathy L. Daily
NOTARY PUBLIC

My Commission expires: 1/27/96

My Commission Expires JAN. 27, 1996

STATE OF TENNESSEE

COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Everett H. Cowan, 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 general partner of Chenoweth Development Group, a Tennessee general partnership, and is authorized by the partnership to execute this instrument of behalf of the partnership.

Witness my hand this 26th day of May, 1993.

Jacqueline L. McCarty
NOTARY PUBLIC

My Commission expires: 1/23/94

jmg\chen-ha.amd

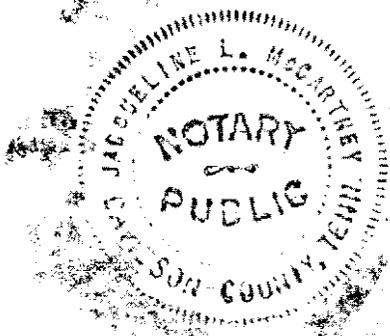


EXHIBIT "A"
TRACT II

BK 1077 PG 303

State of Tennessee, County of WILLIAMSON
Received for record the 24 day of
MAY 1993 at 10:27 AM. (REC# 52801)
Recorded in official records
Book 1077 Page 299-303

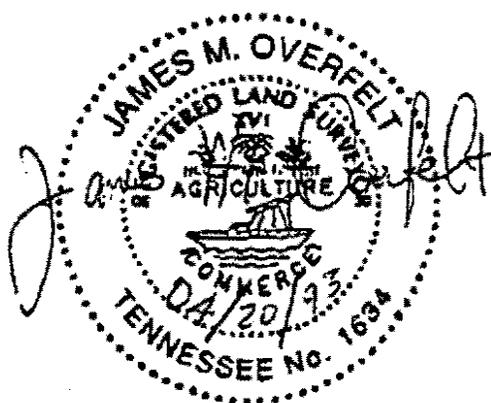
PROPERTY DESCRIPTION
CHENOWETH SECTION XV

Land lying in the Sixteenth District of Williamson County, Tennessee described according to a Final Plat prepared by Gresham, Smith and Partners, of Chenoweth, Section XV, not of record, and being more particularly described as follows:

Beginning at a concrete monument being the northwesterly corner of Chenoweth Section VII, of record in Plat Book 16, Page 30, Register's Office of Williamson County, Tennessee; thence leaving Section VII with a new line North 11°02'57" East 815.77 feet to southerly line of Robert Nathaniel Herbert of record in Deed Book 245, Page 466; thence with said southerly line South 84°25'11" East 200.81 feet to a concrete monument lying in the westerly margin of Green Hill Boulevard (an 84' R.O.W.), and being the northwesterly corner of Chenoweth Section XI, of record in Plat Book 16, Page 122; thence with said westerly margin South 11°02'57" West 128.37 feet to a concrete monument being the point of curvature for the following curve; thence with said curve to the left having a central angle of 43°44'17", a radius of 542.00 feet, an arc length of 413.75 feet, and a chord bearing and distance of South 10°49'11" East 403.77 feet to a concrete monument being the point of tangency; thence South 32°41'20" East 114.82 feet to a concrete monument being the point of curvature of the following curve; thence with said curve to the right having a central angle of 17°11'19", a radius of 458.00 feet, an arc length of 137.40 feet, and a chord bearing and distance of South 24°05'40" East 136.89 feet to a concrete monument being the point of tangency; thence South 15°30'00" East 100.00 feet to a concrete monument being the northeasterly corner of the aforementioned Chenoweth Section VII; thence leaving said margin with the northerly line of Section VII South 79°00'00" West 256.00 feet to a concrete monument; thence North 78°22'37" West 116.00 feet to a concrete monument; thence North 65°36'08" West 205.55 feet to the point of beginning, containing 6.563 acres, more or less.

Being a portion of the same property conveyed ^{from} ~~to~~ Joe & Vivian Smithson by Deed to Chenoweth Development Group of record in Book 1075, page 557 Register's Office for Williamson County, Tennessee.

The aforescribed property is subject to a 65' wide Radnor-Primary - Franklin Transmission line easement of record in Deed Book 101, Page 13 and a 150' wide T.V.A. easement of record in Deed Book 75, Page 370 and Deed Book 80, Page 254.



James M. Overfelt, TN RLS #1634
Gresham, Smith and Partners
3310 West End Avenue
Nashville, TN 37202
615/385-3310

Notebook 51 Page 126
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 20.00, Total \$ 20.00.
Register of Deeds SADIE WADE
Deputy Register PAM GREER

THIS INSTRUMENT PREPARED BY:
Mark E. Morrison
Grissim & Hodges
323 Union Street
Nashville, TN 37201

SIXTH AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CHENOWETH SUBDIVISION

This Sixth Amendment is made as of July 12, 1993, by Chenoweth Development Group (CDG) and Chenoweth Association, Inc. (the "Association");

WHEREAS, Chenoweth Subdivision is a residential subdivision located in Brentwood, Williamson County, Tennessee ("Chenoweth Subdivision"); and

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision has been recorded in Book 618, page 364, Register's Office for Williamson County, Tennessee (the "Declaration"); and

WHEREAS, the Declaration has been amended by an Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision, of record in Book 675, page 225, said Register's Office and by Amendments of record in Book 715, page 642, Book 737, page 47 and Book 737, page 49, said Register's Office (the Declaration as amended hereinafter collectively referred to as the "Declaration"); and

WHEREAS, Joe C. and Vivian R. Smithson owned property adjacent to Chenoweth Subdivision all as more fully described on Exhibit B to the Declaration (the "Smithson Property"); and

WHEREAS, Chenoweth Development Group, a Tennessee general partnership developed and subdivided portions of the Smithson Property known as Sections IV, V, VI, VII, VIII, IX, X-A, X-B, XI and XII Chenoweth Subdivision pursuant to Plats of record in Book 15, page 57, Book 15, page 93, Book 16, page 41, Book 16, page 30, Book 16, page 63, Book 16, page 64, Book 16, page 121, Book 17, page 39, Book 16, page 122, and Book 17, page 61, respectively (the "CDG Platted Property"); and

WHEREAS, the CDG Platted Property is subject to a Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision, Section IV of record in Book 921, page 106, as amended in Book 942, page 148, Book 962, page 5745, Book 966, page 519, Book 979, page 20, Book 979, page 24, Book 1002, page 664, Book

1028, page 871, and Book 1045, page 282, Register's Office for Williamson County, Tennessee (the "CDG Declaration"); and

WHEREAS, pursuant to the Fourth Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision of record in Book 1057, page 427, Register's Office of Williamson County, Tennessee, the CDG Platted Property was annexed into the Chenoweth Subdivision. Upon such annexation the CDG Platted Property was governed by the terms of the Declaration; and

WHEREAS, pursuant to the Fifth Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision of record in Book 1077, page 299 additional portions of the Smithson Property, comprising Sections XIII and XV, were annexed into the Chenoweth Subdivision and made subject to the terms of the Declaration; and

WHEREAS, the Declaration permits Chenoweth Association, Inc. by and through its president and secretary and the owner of the Smithson Property, CDG, subject to the provisions of the Declaration to add additional portions of the Smithson Property to the Chenoweth Subdivision by filing an amendment annexing such additional property. Chenoweth Association, Inc. and CDG hereby amend the Declaration as follows:

1. Article I, Section I of the Declaration is amended to annex the following described portions of the Smithson Property.

Being Lots 246 through 260 inclusive and all other property as shown on the plat of Chenoweth, Section XIV, of record in Book 18, page 109 in the office of the Register of Deeds, Williamson County, Tennessee.

2. All references to the property in the Declaration shall be deemed amended to include the real property described in paragraph 1 above.

3. In all other respects, Chenoweth Association, Inc. and CDG ratify and affirm all of the covenants, conditions and restrictions contained in the Declaration.

Witness the signature of Chenoweth Association, Inc. by its duly authorized president and secretary and the signature of CDG by its duly authorized partner on the above date.

CHENOWETH ASSOCIATION, INC.,
a Tennessee corporation

BY: C. W. Eller
CYNTHIA W. ELLER

Title: President
BY: Anthony Marble
ANTHONY MARBLE

Title: Secretary

CHENOWETH DEVELOPMENT GROUP,
a Tennessee general partnership

BY: Everett H. ...

Title: General Partner

STATE OF TENNESSEE

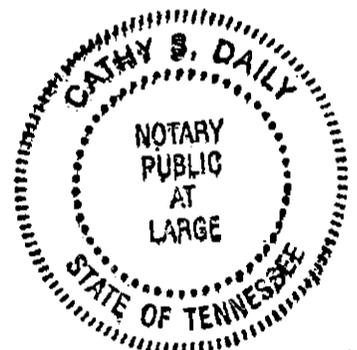
COUNTY OF Williamson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Cynthia W. Eller, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained, and who further acknowledged that she is the president of Chenoweth Association, Inc., a Tennessee corporation, and is authorized by the corporation to execute this instrument of behalf of the corporation.

Witness my hand this 12 day of July, 1993.

Cathy S. Daily
NOTARY PUBLIC

My Commission expires: 1/27/96

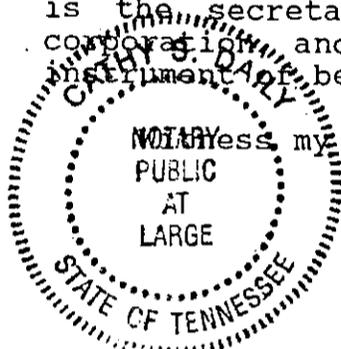


My Commission Expires JAN. 27, 1996

STATE OF TENNESSEE

COUNTY OF Williamson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Anthony Marble, 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 secretary of Chenoweth Association, Inc. a Tennessee corporation and is authorized by the corporation to execute this instrument on behalf of the corporation.



Witness my hand this 12 day of July, 1993.

Cathy Daily
NOTARY PUBLIC

My Commission expires: 1/27/96

My Commission Expires JAN. 27, 1996

STATE OF TENNESSEE

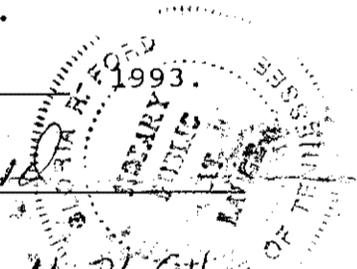
COUNTY OF Williamson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Everett H. Cowan, 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 general partner of Chenoweth Development Group, a Tennessee general partnership, and is authorized by the partnership to execute this instrument of behalf of the partnership.

Witness my hand this 10th day of August, 1993.

Glenn R. Ford
NOTARY PUBLIC

My Commission expires: 11-26-94



jmg\chenha6.amd

State of Tennessee, County of WILLIAMSON
Received for record the 10 day of
AUGUST 1993 at 9:40 AM. (RECH 62622)
Recorded in official records
Book 1103 Page 299-302
Notebook 51 Page 328
State Tax \$.00 Clerks Fee \$.00,
Recordings \$ 16.00. Total \$ 16.00.
Register of Deeds SABIE WADE
Deputy Register BETH LYNCH

THIS INSTRUMENT PREPARED BY:
Mark E. Morrison
Grissim & Hodges
323 Union Street
Nashville, TN 37201

**SEVENTH AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CHENOWETH SUBDIVISION**

This Seventh Amendment is made as of January 12, 1993, by Chenoweth Development Group (CDG) and Chenoweth Association, Inc. (the "Association");

WHEREAS, Chenoweth Subdivision is a residential subdivision located in Brentwood, Williamson County, Tennessee ("Chenoweth Subdivision"); and

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision has been recorded in Book 618, page 364, Register's Office for Williamson County, Tennessee (the "Declaration"); and

WHEREAS, the Declaration has been amended by an Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision, of record in Book 675, page 225, said Register's Office and by Amendments of record in Book 715, page 642, Book 737, page 47 and Book 737, page 49, said Register's Office (the Declaration as amended hereinafter collectively referred to as the "Declaration"); and

WHEREAS, Joe C. and Vivian R. Smithson owned property adjacent to Chenoweth Subdivision all as more fully described on Exhibit B to the Declaration (the "Smithson Property"); and

WHEREAS, Chenoweth Development Group, a Tennessee general partnership developed and subdivided portions of the Smithson Property known as Sections IV, V, VI, VII, VIII, IX, X-A, X-B, XI and XII Chenoweth Subdivision pursuant to Plats of record in Book 15, page 57, Book 15, page 93, Book 16, page 41, Book 16, page 30, Book 16, page 63, Book 16, page 64, Book 16, page 121, Book 17, page 39, Book 16, page 122, and Book 17, page 61, respectively (the "CDG Platted Property"); and

WHEREAS, the CDG Platted Property is subject to a Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision, Section IV of record in Book 921, page 106, as amended in Book 942, page 148, Book 962, page 5745, Book 966, page 519, Book 979, page 20, Book 979, page 24, Book 1002, page 664, Book

1028, page 871, and Book 1045, page 282, Register's Office for Williamson County, Tennessee (the "CDG Declaration"); and

WHEREAS, pursuant to the Fourth Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision of record in Book 1057, page 427, Register's Office of Williamson County, Tennessee, the CDG Platted Property was annexed into the Chenoweth Subdivision. Upon such annexation the CDG Platted Property was governed by the terms of the Declaration; and

WHEREAS, pursuant to the Fifth Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision of record in Book 1077, page 299, of said Register's Office, additional portions of the Smithson Property, comprising Sections XIII and XV, were annexed into the Chenoweth Subdivision and made subject to the terms of the Declaration; and

WHEREAS, pursuant to the Sixth Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision of record in Book 1103, page 299, of said Register's Office, an additional portion of the Smithson Property, comprising Section XIV, was annexed into the Chenoweth Subdivision and made subject to the terms of the Declaration; and

WHEREAS, the Declaration permits Chenoweth Association, Inc. by and through its president and secretary and the owner of the Smithson Property, CDG, subject to the provisions of the Declaration to add additional portions of the Smithson Property to the Chenoweth Subdivision by filing an amendment annexing such additional property. Chenoweth Association, Inc. and CDG hereby amend the Declaration as follows:

1. Article I, Section I of the Declaration is amended to annex the following described portions of the Smithson Property.

Being Lots 261 through 278 inclusive and all other property as shown on the plat of Chenoweth, Section XVI, of record in Book 19, page 56 in the office of the Register of Deeds, Williamson County, Tennessee.

2. All references to the property in the Declaration shall be deemed amended to include the real property described in paragraph 1 above.

3. In all other respects, Chenoweth Association, Inc. and CDG ratify and affirm all of the covenants, conditions and restrictions contained in the Declaration.

Witness the signature of Chenoweth Association, Inc. by its duly authorized president and secretary and the signature of CDG by its duly authorized partner on the above date.

CHENOWETH ASSOCIATION, INC.,
a Tennessee corporation

BY: *C. W. Eller*
CYNTHIA W. ELLER

Title: President

BY: *Anthony Marble*
ANTHONY MARBLE

Title: Secretary

CHENOWETH DEVELOPMENT GROUP,
a Tennessee general partnership

BY: *E. H. H. H.*

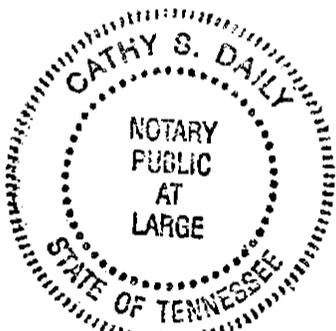
Title: General Partner

STATE OF TENNESSEE

COUNTY OF Williamson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Cynthia W. Eller, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained, and who further acknowledged that she is the president of Chenoweth Association, Inc., a Tennessee corporation, and is authorized by the corporation to execute this instrument of behalf of the corporation.

Witness my hand this 4 day of January, 1998.



Cathy S. Daily
NOTARY PUBLIC

My Commission expires: _____

My Commission Expires JAN. 27, 1996

STATE OF TENNESSEE

COUNTY OF Williamson

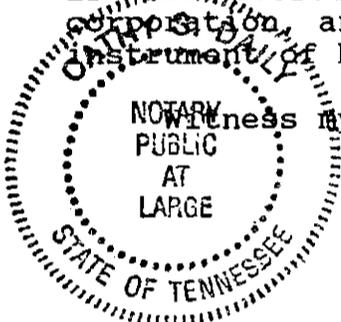
Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Anthony Marble, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that _____ is the secretary of Chenoweth Association, Inc. a Tennessee corporation, and is authorized by the corporation to execute this instrument of behalf of the corporation.

Witness my hand this 4 day of January, 1994.

Cathy Daily
NOTARY PUBLIC

My Commission expires: _____

My Commission Expires JAN. 27, 1996



STATE OF TENNESSEE

COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Everett H. Cowan, 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 general partner of Chenoweth Development Group, a Tennessee general partnership, and is authorized by the partnership to execute this instrument of behalf of the partnership.

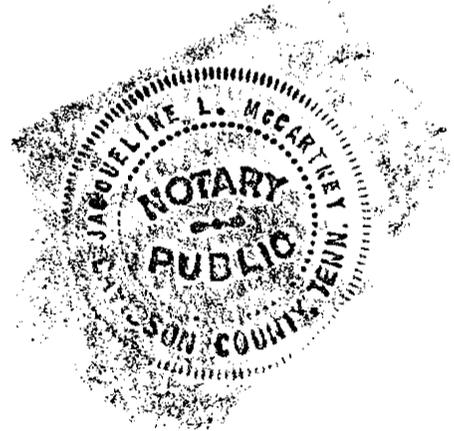
Witness my hand this 7th day of January, 1994.

Jacqueline L. McCarty
NOTARY PUBLIC

My Commission expires: 1/23/94

jmg\chenha7.amd

State of Tennessee, County of WILLIAMSON
Received for record the 12 day of
JANUARY 1994 at 10:30 AM. (REC# 82554)
Recorded in official records
Book 1156 Page 537- 540
Notebook: 52 Page 233
State Tax \$.00 Clerks Fee \$.00,
Recordings \$ 16.00, Total \$ 16.00,
Register of Deeds SADIE WADE 4
Deputy Register BRENDA KING



THIS INSTRUMENT PREPARED BY:
Mark E. Morrison
Grissim & Hodges
323 Union Street
Nashville, TN 37201

**EIGHTH AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CHENOWETH SUBDIVISION**

This Eighth Amendment is made as of ^{June 21} May ____, 1994, by Chenoweth Development Group (CDG) and Chenoweth Association, Inc. (the "Association");

WHEREAS, Chenoweth Subdivision is a residential subdivision located in Brentwood, Williamson County, Tennessee ("Chenoweth Subdivision"); and

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision has been recorded in Book 618, page 364, Register's Office for Williamson County, Tennessee (the "Declaration"); and

WHEREAS, the Declaration has been amended by an Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision, of record in Book 675, page 225, said Register's Office and by Amendments of record in Book 715, page 642, Book 737, page 47 and Book 737, page 49, said Register's Office (the Declaration as amended hereinafter collectively referred to as the "Declaration"); and

WHEREAS, Joe C. and Vivian R. Smithson owned property adjacent to Chenoweth Subdivision all as more fully described on Exhibit B to the Declaration (the "Smithson Property"); and

WHEREAS, Chenoweth Development Group, a Tennessee general partnership developed and subdivided portions of the Smithson Property known as Sections IV, V, VI, VII, VIII, IX, X-A, X-B, XI and XII Chenoweth Subdivision pursuant to Plats of record in Book 15, page 57, Book 15, page 93, Book 16, page 41, Book 16, page 30, Book 16, page 63, Book 16, page 64, Book 16, page 121, Book 17, page 39, Book 16, page 122, and Book 17, page 61, respectively (the "CDG Platted Property"); and

WHEREAS, the CDG Platted Property is subject to a Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision, Section IV of record in Book 921, page 106, as amended in Book 942, page 148, Book 962, page 5745, Book 966, page 519, Book 979, page 20, Book 979, page 24, Book 1002, page 664, Book

1028, page 871, and Book 1045, page 282, Register's Office for Williamson County, Tennessee (the "CDG Declaration"); and

WHEREAS, pursuant to the Fourth Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision of record in Book 1057, page 427, Register's Office of Williamson County, Tennessee, the CDG Platted Property was annexed into the Chenoweth Subdivision. Upon such annexation the CDG Platted Property was governed by the terms of the Declaration; and

WHEREAS, pursuant to the Fifth Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision of record in Book 1077, page 299, of said Register's Office, additional portions of the Smithson Property, comprising Sections XIII and XV, were annexed into the Chenoweth Subdivision and made subject to the terms of the Declaration; and

WHEREAS, pursuant to the Sixth Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision of record in Book 1103, page 299, of said Register's Office, an additional portion of the Smithson Property, comprising Section XIV, was annexed into the Chenoweth Subdivision and made subject to the terms of the Declaration; and

WHEREAS, pursuant to the Seventh Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision of record in Book 1156, page 537, of said Register's Office, an additional portion of the Smithson Property, comprising Section XVI, was annexed into the Chenoweth Subdivision and made subject to the terms of the Declaration; and

WHEREAS, the Declaration permits Chenoweth Association, Inc. by and through its president and secretary and the owner of the Smithson Property, CDG, subject to the provisions of the Declaration to add additional portions of the Smithson Property to the Chenoweth Subdivision by filing an amendment annexing such additional property. Chenoweth Association, Inc. and CDG hereby amend the Declaration as follows:

1. Article I, Section I of the Declaration is amended to annex the following described portions of the Smithson Property.

Being Lots 279 through 297 inclusive and all other property as shown on the plats of Chenoweth, Section XVII of record in Book 20, page 10, Register's Office of Williamson County, Tennessee and all of Section XVIII, of record in Book 20, page 11 in the office of the Register of Deeds, Williamson County, Tennessee.

2. All references to the property in the Declaration shall be deemed amended to include the real property described in paragraph 1 above.

3. In all other respects, Chenoweth Association, Inc. and CDG ratify and affirm all of the covenants, conditions and restrictions contained in the Declaration.

Witness the signature of Chenoweth Association, Inc. by its duly authorized president and secretary and the signature of CDG by its duly authorized partner on the above date.

CHENOWETH ASSOCIATION, INC.,
a Tennessee corporation

BY: *Dave Fowler*
DAVE FOWLER

Title: President

BY: *W. M. Mark*
Title: Secretary

CHENOWETH DEVELOPMENT GROUP,
a Tennessee general partnership

BY: *Ernest R. Row*
Title: General Partner

STATE OF TENNESSEE

COUNTY OF Williamson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Dave Fowler, 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 Chenoweth Association, Inc., a Tennessee corporation, and is authorized by the corporation to execute this instrument of behalf of the corporation.

Witness my hand this 21st day of June, 1994.

Leis B. Anderson
NOTARY PUBLIC

My Commission expires: 12/18/96

STATE OF TENNESSEE

COUNTY OF Williamson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Tony MARRU, with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained, and who further acknowledged that he is the secretary of Chenoweth Association, Inc. a Tennessee corporation, and is authorized by the corporation to execute this instrument of behalf of the corporation.

Witness my hand this 21st day of June, 1994.

Kris B. Anderson
NOTARY PUBLIC

My Commission expires: 12/18/96

STATE OF TENNESSEE

COUNTY OF Williamson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Everett Cowan, 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 general partner of Chenoweth Development Group, a Tennessee general partnership, and is authorized by the partnership to execute this instrument of behalf of the partnership.

Witness my hand this 21st day of June, 1994.

Kris B. Anderson
NOTARY PUBLIC

My Commission expires: 12/18/96

jmg\chenha8.amd

State of Tennessee, County of WILLIAMSON
Received for record the 21 day of
JUNE 1994 at 12:25 PM. (REG# 102230)
Recorded in official records
Book 1206 Page 856- 859
Notebook 53 Page 136
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 16.00, Total \$ 16.00.
Register of Deeds SADIE WADE
Deputy Register BRENDA KING

BK 1442 PG 451

THIS INSTRUMENT PREPARED BY:
Mark E. Morrison
Grissim & Hodges
323 Union Street
Nashville, TN 37201

NINTH AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CHENOWETH SUBDIVISION

This Ninth Amendment is made as of ~~August~~ ^{December} 5, 1995, by Chenoweth Development Group (CDG) and Chenoweth Association, Inc. (the "Association");

WHEREAS, Chenoweth Subdivision is a residential subdivision located in Brentwood, Williamson County, Tennessee ("Chenoweth Subdivision"); and

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision has been recorded in Book 618, page 364, Register's Office for Williamson County, Tennessee (the "Declaration"); and

WHEREAS, the Declaration has been amended by an Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision, of record in Book 675, page 225, said Register's Office and by Amendments of record in Book 715, page 642, Book 737, page 47 and Book 737, page 49 said Register's Office (the Declaration as amended hereinafter collectively referred to as the "Declaration"); and

WHEREAS, Joe C. and Vivian R. Smithson owned property adjacent to Chenoweth Subdivision all as more fully described on Exhibit B to the Declaration (the "Smithson Property"); and

WHEREAS, Chenoweth Development Group, a Tennessee general partnership developed and subdivided portions of the Smithson Property known as Sections IV, V, VI, VII, VIII, IX, X-A, X-B, XI and XII Chenoweth Subdivision pursuant to Plats of record in Book 15, page 57, Book 15, page 93, Book 16, page 41, Book 16, page 30, Book 16, page 63, Book 16, page 64, Book 16, page 121, Book 17, page 39, Book 16, page 122, and Book 17, page 61, respectively (the "CDG Platted Property"); and

WHEREAS, the CDG Platted Property is subject to a Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision, Section IV of record in Book 921, page 106, as amended in Book 942, page 148, Book 962, page 574, Book 966, page 519, Book 979, page 20, Book 979, page 24, Book 1002, page 664, Book

1028, page 871, and Book 1045, page 282, Register's Office for Williamson County, Tennessee (the "CDG Declaration"); and

WHEREAS, pursuant to the Fourth Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision of record in Book 1057, page 427, Register's Office of Williamson County, Tennessee, the CDG Platted Property was annexed into the Chenoweth Subdivision. Upon such annexation the CDG Platted Property was governed by the terms of the Declaration; and

WHEREAS, pursuant to the Fifth Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision of record in Book 1077, page 299, of said Register's Office, additional portions of the Smithson Property, comprising Sections XIII and XV, were annexed into the Chenoweth Subdivision and made subject to the terms of the Declaration; and

WHEREAS, pursuant to the Sixth Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision of record in Book 1103, page 299, of said Register's Office, an additional portion of the Smithson Property, comprising Section XIV, was annexed into the Chenoweth Subdivision and made subject to the terms of the Declaration; and

WHEREAS, pursuant to the Seventh Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision of record in Book 1156, page 537, of said Register's Office, an additional portion of the Smithson Property, comprising Section XVI, was annexed into the Chenoweth Subdivision and made subject to the terms of the Declaration; and

WHEREAS, pursuant to the Eighth Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision of record in Book 1206, page 856, of said Register's Office, an additional portion of the Smithson Property, comprising Lots 279 through 297 inclusive of Section XVII and all of Section XVIII, was annexed into the Chenoweth Subdivision and made subject to the terms of the Declaration; and

WHEREAS, the Declaration permits Chenoweth Association, Inc. by and through its president and secretary and the owner of the Smithson Property, CDG, subject to the provisions of the Declaration to add additional portions of the Smithson Property to the Chenoweth Subdivision by filing an amendment annexing such additional property. Chenoweth Association, Inc. and CDG hereby amend the Declaration as follows:

1. Article I, Section I of the Declaration is amended to annex the following described portions of the Smithson Property.

All property shown on the Final Plat of Section XIX and a Revision to Section XV and Section XVIII, Chenoweth of record in Book 23, page 105, Register's Office of

Williamson County, Tennessee. Included in the above description but excluded therefrom is all property previously annexed in the Fifth Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision of record in Book 1077, page 299, of said Register's Office and the Eighth Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision of record in Book 1206, page 856, of said Register's Office.

2. All references to the property in the Declaration shall be deemed amended to include the real property described in paragraph 1 above.

3. In all other respects, Chenoweth Association, Inc. and CDG ratify and affirm all of the covenants, conditions and restrictions contained in the Declaration.

Witness the signature of Chenoweth Association, Inc. by its duly authorized president and secretary and the signature of CDG by its duly authorized partner on the above date.

CHENOWETH ASSOCIATION, INC.,
a Tennessee corporation

BY: Judy L. Hoppe

Title: President

BY: Walter Carter

Title: Secretary

CHENOWETH DEVELOPMENT GROUP,
a Tennessee general partnership

BY: Wayne E. Carter, Partner

Title: General Partner

BK 1442 PG 454

State of Tennessee, County of WILLIAMSON
Received for record the 12 day of
SEPTEMBER 1996 at 3:50 PM. (REC# 192165)
Recorded in official records
Book 1442 Page 451-454

STATE OF TENNESSEE
COUNTY OF Williamson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, JUDY HOPPE, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained, and who further acknowledged that he is the president of Chenoweth Association, Inc., a Tennessee corporation, and is authorized by the corporation to execute this instrument of behalf of the corporation.

Witness my hand this 5 day of ^{December} ~~August~~, 1995.

Vanessa Cuom
NOTARY PUBLIC
My Commission expires: 5-16-98

STATE OF TENNESSEE
COUNTY OF Williamson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Heather Crowther, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained, and who further acknowledged that _____ is the secretary of Chenoweth Association, Inc. a Tennessee corporation, and is authorized by the corporation to execute this instrument of behalf of the corporation.

Witness my hand this 5 day of ^{December} ~~August~~, 1995.

John Collier
NOTARY PUBLIC
My Commission expires: 7/24/99

STATE OF TENNESSEE
COUNTY OF Davidson

Notebook 56 Page 471
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 16.00, Total \$ 16.00,
Register of Deeds SADIE WADE
Deputy Register SUE WAY

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Hugh Cates, 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 general partner of Chenoweth Development Group, a Tennessee general partnership, and is authorized by the partnership to execute this instrument of behalf of the partnership.

Witness my hand this 10 day of ^{Sept 1996} ~~August~~, 1995.

Martha E. [Signature]
NOTARY PUBLIC
My Commission expires: November 22, 1997

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This Instrument Prepared By:
DEARBORN & EWING
Suite 1200, One Sovran Plaza
Nashville, Tennessee 37239

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

CHENOWETH SUBDIVISION
SECTION IV

BOOK 0921 PAGE 106

This Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision Section IV is made as of August 26, 1991, by Chenoweth Development Group, a general partnership ("Developer").

ARTICLE I -- PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS

Section 1. Developer hereby declares that the following described property, all of which is owned by developer, shall be held, sold and conveyed subject to the following covenants, conditions and restrictions:

BEING Lots 158 through 166 inclusive as shown on the plat of Chenoweth, Section IV, of record in Book 15 Page 57, in the office of the Register of Williamson County, Tennessee.

Such lots shall be known as "Estate Lots."

The remaining property described in Exhibit A attached hereto and by reference incorporated herein may be made subject to the covenants, conditions and restrictions contained in this Declaration as hereinafter set forth. If and when such additional property is made subject to this Declaration, all common areas designated on the plat of Chenoweth, Section IV and any common areas designated on any other plats of the remaining property described in Exhibit A shall be shared by all owners of property subject to this Declaration in accordance with the terms of this Declaration if and when any additional phases are added to this Declaration.

Section 2. Additions to Existing Property. Additional real property may become subject to this Declaration in either of the following manners:

(a) Additions in accordance with a general plan of development. As the owner thereof, or if not the owner, with the consent of the owner thereof, Developer shall have the unilateral right, privilege and option, without the approval of the Chenoweth Phase Four

Association (defined in Article III), from time to time and at any time until 20 years from the date of this Declaration, to subject to the provisions of this Declaration all or any portion of the property described in Exhibit A by filing an appropriate plat of such property in the Register's Office for Williamson County, Tennessee and by filing in such Register's Office an Amendment annexing such real property. Any such annexation shall be effective upon the filing of record of such Amendment unless otherwise provided in the Amendment. Developer may assign this right of annexation to any person or entity.

(b) Other Additions. Subject to the consent of the owner thereof, additional real property other than that described in Exhibit A may be made subject to this Declaration by filing an Amendment to this Declaration in the Williamson County, Tennessee Register's Office. An Amendment adding such additional property shall require the written consent or affirmative vote of Developer, as long as it owns any part of the property described in Exhibit A or, if Developer no longer owns any part of that property, the written consent or affirmative vote of the majority of the authorized voting members of the Chenoweth Phase Four Association. Any such Amendment shall be signed by Developer, if Developer has adopted the Amendment, or by the President and the Secretary of the Chenoweth Phase Four Association, if the Amendment has been adopted by such association, and in either case, by the owner of the real property being added, and any such Amendment shall be effective upon filing, unless otherwise provided in the Amendment.

Section 3. Amendment. This Article shall not be amended without the written consent of Developer.

ARTICLE II - PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment; Exceptions. Every lot owner shall have a right and easement of enjoyment including, without limitation, the right of vehicular and pedestrian ingress and egress, in and to the common areas which shall be appurtenant to and shall pass with the title to every lot. This right and easement shall also be deemed granted to the Chenoweth Section Four Association and the lot owners' families, guests, invitees, servants, employees, tenants and contract purchasers. The term "common areas" means and refers to all areas not contained in numbered lots and dedicated roadways on the plats of property subjected to this Declaration. The right of enjoyment is subject to the following provisions:

(a) The right of the Chenoweth Section Four Association to suspend the voting rights and the accompanying rights of use to such common area of an owner for any period during which any assessment against his lot remains unpaid, and for a period of time for any infraction of its published rules and regulations;

(b) The right of the Chenoweth Section Four Association to dedicate or transfer all or any part of the common areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by of the Chenoweth Section Four Association, and as may be otherwise permitted under existing law and/or governmental regulations; provided, however, that the lot owners' easements of ingress and egress and any public utility easements previously established shall not be affected. Developer may dedicate utility, service or drainage (storm water or otherwise) or water retention pond easements upon, through or under the common areas at its sole discretion so long as there is in existence the Class B membership in accordance with Article III, Section 2. When Class B membership ceases, this right of Developer shall automatically pass to the board of directors of the Chenoweth Section Four Association; and

(c) No motorized vehicles, including motorcycles, 3-wheel or 4-wheel-type recreational vehicles are permitted on the common areas, except authorized maintenance vehicles and except in areas designated for parking or other vehicles use.

(d) The Chenoweth Section Four Association is authorized to adopt rules and regulations for the use of the common areas, including rules concerning hours of operation of any recreational facilities, and such rules and regulations shall be furnished in writing to the lot owners.

Section 2. Chenoweth Section Four Association's Right of Entry. The authorized representative of the Chenoweth Section Four Association or its board of directors shall be entitled to reasonable access to the individual lots as may be required in connection with the preservation of property on an individual lot in the event of an emergency or in connection with the maintenance of, repairs or replacements within the common areas, or any equipment, facilities or fixtures affecting or serving other lots or the common areas or to make any alteration required by any governmental authority; provided, after any such entry the Chenoweth Section Four Association shall restore the lot to its former condition.

Section 3. No Partition. Except as is permitted in this Declaration or amendments thereto, there shall be no physical partition of the common areas or any part thereof, nor shall any person acquiring any interest in the Property have the right of judicial partition. This Section does not prohibit the board of directors of the Chenoweth Section Four Association from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

ARTICLE III - CHENOWETH SECTION FOUR ASSOCIATION

Section 1. Membership. Developer and every owner of a lot which is subject to an assessment shall be a member of a maintenance

association called the Chenoweth Section Four Association, Inc. (the "Chenoweth Section Four Association"). Such owner and member shall abide by the Chenoweth Section Four Association's Bylaws and Charter recorded in the Williamson County, Tennessee Register's Office, rules and regulations, shall pay the assessments provided for in this Declaration, when due, and shall comply with decisions of the Chenoweth Section Four Association's board of directors. Conveyance of a lot (except a conveyance to a trustee under a deed of trust or to a mortgagee) automatically transfers membership in the Chenoweth Section Four Association without necessity of further documentation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. Classes of Membership. The Chenoweth Section Four Association shall have two classes of voting membership.

(a) Class A. Class A members shall be all lot owners, with the exception of Developer, and for so long as there is Class B membership, shall not be entitled to vote. Upon termination of Class B membership, Class A members shall be all lot owners, including Developer for so long as Developer is a lot owner. Each lot owner, at that time, shall be entitled to one vote for each lot owned. Should more than one person own an interest in any lot, all such persons are members; but there may be only one vote cast with respect to such lot. Such vote may be exercised as the lot owners determine among themselves; however, no split vote is permitted.

(b) Class B. The Class B member shall be Developer, and as long as there is a Class B voting membership, Developer shall have the sole voting power. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(i) When the Developer does not own any property or contract or option to purchase any property described on Exhibit A, all the lots subject to this Declaration and/or any and all additions hereafter added pursuant to this Declaration, have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, and the Developer or its successors or assigns has relinquished the Developer's right to add additional property to the property subject to this Declaration pursuant to Article I, Section 2.

(ii) July 31, 1998; or

(iii) When, in its sole discretion, Developer so determines.

Section 3. Rights and Obligations of the Chenoweth Section Four Association. The Chenoweth Section Four Association shall maintain, operate and keep in good repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, the common areas, including, without limitation, open spaces,

entranceways, streets, medians, streetlights, walls, crosswalks, sidewalks, storm drains, basins, landscaping and any recreational facilities located therein. All rights reserved by Developer in this Declaration shall automatically pass to the Chenoweth Section Four Association when Class B membership ceases pursuant to Article III, Section 2. The Chenoweth Section Four Association shall further:

- (a) acquire and be responsible for maintaining liability insurance adequate to insure against all risk to persons and/or property within the common area, together with all risk of loss(es) to improvements therein or thereon;
- (b) be responsible and liable for the prompt payment of any and all taxes by any government agency related to the Chenoweth Section Four Association and/or the common areas;
- (c) be responsible for the maintenance and upkeep of the common area and all the recreational and other facilities located thereon or pertaining to the common areas; and
- (d) be responsible and liable for such other obligations and/or duties which may be required by appropriate governmental bodies and/or authorities.

The Chenoweth Section Four Association shall be relieved of its obligations set forth in this Section if such obligations become the responsibility of another homeowners association upon the annexation or addition of the property subject to this Declaration to the property subject to the Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision as hereinafter set forth in this Declaration.

ARTICLE IV - ASSESSMENTS

Section 1. Assessments; Creation of the Lien and Personal Obligation. Each lot owner, except Developer, by acceptance of a deed for the lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Chenoweth Section Four Association (i) monthly and/or annual assessments or charges, and (ii) special assessments for capital improvements, such assessments to be established and collected as provided in this Article IV. Developer shall be responsible for the maintenance costs of the Chenoweth Section Four Association, incurred over and above assessed amounts payable to the Chenoweth Association by the lot owners, until Class B membership is converted to Class A membership pursuant to Article III, Section 2(b). When Class B membership in the Chenoweth Section Four Association is converted to Class A membership, Developer shall pay assessments to the Chenoweth Section Four Association for each lot Developer owns in the same manner and amount as every lot owner pays assessments, and shall thereafter no longer be responsible for maintenance costs incurred over and above assessed amounts payable to the Chenoweth

Section Four Association by the lot owners. At such time as the Chenoweth Section Four Association has a positive cash flow from normal monthly or annual assessments, after paying all appropriate Association expenses, the Chenoweth Section Four Association shall, upon request and presentation of evidence of Developer's expenditures by Developer, repay Developer for any amounts advanced by Developer to pay for maintenance costs incurred over and above assessed amounts payable to the Chenoweth Section Four Association by lot owners. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments.

(a) The assessments levied by the Chenoweth Section Four Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose, or for the use and enjoyment of the common areas, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, payment of taxes assessed against the common areas, the procurement and maintenance of insurance in accordance with the Bylaws, the employment of attorneys to represent the Chenoweth Section Four Association when necessary, and such other needs as may arise, and for the improvement and maintenance of the common areas and lots.

(b) Until Class B membership ceases and is converted to Class A membership pursuant to Article III, Section 2(b), Developer or its nominee shall administer the assessments and receipts therefrom, which may only be used for purposes generally benefiting the Property, as permitted in this Declaration.

Section 3. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Chenoweth Section Four Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common areas, including fixtures and personal property related thereto. Any such assessment shall have the assent of two-thirds of each class of members of the Chenoweth Section Four Association that are authorized to vote in accordance with this Declaration or by the Bylaws.

Section 4. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all lots except those owned by Developer during the period when Class B membership exists in the Chenoweth Section Four Association, as provided in Section 1 of this Article. The board of directors may at its discretion waive the assessment for any year or part of a year for any lot not occupied as a residence.

Section 5. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall begin as to any lot subject to the assessment on the first day of the month next following the date on which title to the lot is conveyed to the owner, subject to the waiver provided in Section 4 of this Article. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year when title to the lot is transferred.

Section 6. Reserves. Upon closing of the conveyance of a lot to a purchaser for occupancy as a residence, such purchaser shall pay to the Chenoweth Section Four Association an amount equal to two months' assessment, to be placed in the Chenoweth Section Four Association's capital replacement reserve account. This reserve assessment shall not be applied against the annual assessment provided for in Section 1 of this Article.

Section 7. Effect of Nonpayment of Assessment; Remedies of the Chenoweth Section Four Association. Any assessment not paid within fifteen days of the due date shall be subject to a late charge as determined by the board of directors of the Chenoweth Section Four Association. The Chenoweth Section Four Association may bring an action at law against the owner personally obligated to pay the assessment, or foreclose the lien against the property, and interest, costs and reasonable attorney fees of such action or foreclosure shall be added to the amount of such assessments. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or abandonment of his Lot. Assessments shall continue to accrue until paid in full, whether or not the member(s) are suspended from use pursuant to this Declaration.

For the purpose of rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of the assessments, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the lot owners, their heirs, successors, administrators and assigns, hereinafter in this Section 7 referred to as Trustor, hereby transfer and convey unto Stephen C. Baker, as Trustee, his successors and assigns, their respective lot with the appurtenances, estate, title and interest thereto belonging upon the use and trusts set forth in this paragraph.

To have and to hold the property to the Trustee, his successors and assigns, and his successors in trust, forever.

If the Trustor pays the assessments when due, then this trust conveyance shall be of no further force or effect with respect to the Trustor's lot. If the assessments with respect to any lot are not paid promptly when due, this trust conveyance shall remain in full force and effect, and the Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days notice by three publications in any newspaper, daily or weekly, published in Williamson County, Tennessee to sell the lot at the front door of the Court House in said County to the highest bidder for cash, at public outcry, free from the right of redemption, statutory or otherwise, homestead, dower and all exemptions of every kind, which are hereby expressly waived; and the Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Chenoweth Section Four Association may bid at any sale under this trust conveyance. The Chenoweth Section Four Association may, at any time after default in the payment of any assessment, enter and take possession of said property, and shall only account for the net rents actually received by it. It is further agreed that, in the event the Chenoweth Section Four Association fails, before instructing the Trustee to sell the lot, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In the case of sale hereunder, the proceeds will be applied by the Trustee as follows:

(i) First, to the payment of all costs, charges and expense of executing this conveyance and enforcing said lien as herein provided, including reasonable attorneys' fees and expenses incurred for instituting or defending any litigation which may arise on account of the execution of this conveyance or the enforcement of the lien;

(ii) Second, to the payment of all taxes which may be unpaid with respect to such lot;

(iii) Third, to the payment of all unpaid assessments with respect to such lot;

(iv) Fourth, the residue, if any, will be paid to the owner(s) of such lot, his order, representatives or assigns;

In the case of the death, absence, inability, or refusal to act of the Trustee at any time when action under the foregoing power and trusts may be required or for any other reason, the Chenoweth Section Four Association is hereby authorized and empowered to name and appoint a successor to the Trustee by an instrument in writing to be recorded in the Williamson County, Tennessee Register's Office and the title herein conveyed to the Trustee shall be vested in its successors.

The Chenoweth Section Four Association acting on behalf of its members, shall have the power to bid for the lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same.

The Chenoweth Section Four Association may purchase the lot subject to a first mortgage. Where the purchase of a foreclosure lot will result in a ten percent or greater increase in annual assessments, the purchase shall require the vote or written consent of a majority of the total voting power of the Chenoweth Section Four Association, including a majority of members of each class of membership. During the period owned by the Chenoweth Section Four Association, following foreclosure: (i) no right to vote shall be exercised on its behalf, and (ii) no assessment shall be assessed or levied on it. Suit to recover a money judgment for unpaid assessments and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may temporarily suspend the voting rights and any and all other rights of a member who is in default of payment of any assessment after notice.

Section 8. Subordination of the Lien to Mortgages and Deeds of Trust. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any lot shall not affect the assessment lien or liens provided for in the preceding sections. However, the sale or transfer of any lot pursuant to a first mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot owner from liability for any assessments thereafter becoming due or relieve such lot from the lien for any assessments thereafter becoming due after such sale or transfer.

ARTICLE V -- USE RESTRICTIONS

Section 1. Primary Use Restrictions. No lot shall be used except for private single-family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single-family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height and containing a garage for the sole use of the owner and occupants of the lot.

Section 2. Nuisances. No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

Section 3. Use of Other Structures and Vehicles.

(a) No structure of a temporary character including, without limitation, an outbuilding, trailer, basement, tent, shack, garage, barn or structure other than the main residence erected on a lot shall be permitted on any lot except temporary tool sheds or field offices used by a builder or Developer, which shall be removed when construction or development is completed and no such structure shall at any time be used as a residence, temporarily or permanently.

(b) No trailer, truck, motorcycle, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street in the subdivision. No trailer, boat, truck, or other vehicle, except an automobile, shall be parked on any street in the subdivision for a period in excess of twenty-four hours in any one calendar year. No repairs of any vehicle shall be performed on any lot or in the common areas, except as permitted by the rules and regulations of the Chenoweth Association and any local law or regulation.

(c) No automobile shall be continuously or habitually parked on any street or in the common areas in the Property.

(d) No flagpoles shall be erected on any lot.

Section 4. Animals. No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept, provided they are not kept, bred or maintained for any commercial or breeding purposes, and, provided further, that all local laws, ordinances, and/or regulations are complied with by the owners of the lots and/or pets.

Section 5. Appurtenances, Improvements and Other Permanent Structures. No appurtenance, improvement or other permanent structure shall be constructed or placed on any lot without prior written approval from the Developer. Such permanent structures include, but are not limited to, pools, fences, gazebos, storage facilities, tennis courts and/or basketball goals. No exterior alterations of any existing building may be permitted without the prior approval of the Developer. No second story additions are permitted. No additional windows, platforms, etc., which may invade the privacy of adjacent dwellings are permitted.

Section 6. Duty to Repair and Rebuild.

(a) Each owner of a lot shall, at its sole cost and expense, repair all portions of his residence and lot, keeping the same in condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

(b) If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then the owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its condition immediately prior to the casualty. Alternatively, the lot owner shall completely raze the residence and sod or seed the entire lot until such time as construction of a new residence is begun.

(c) Any failure by a lot owner to comply with the provisions of this Section 6 may be remedied by the Chenoweth Section Four Association and the cost thereof charged to the lot owner. The Chenoweth Section Four Association shall have a lien on the owner's lot to secure the repayment of such costs, which lien may be enforced as the lien for assessments is enforced.

Section 7. Business; Home Occupations. No trade or business of any kind (and no practice of medicine, dentistry, chiropraxy, osteopathy and other like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood or be in violation of local laws, ordinances or regulations. Notwithstanding the provisions hereof or of Section 1 of this Article, a new house may be used by the builder thereof for the builder's own office provided said use terminates within eighteen months from completion of the house or upon such additional period of time as may be expressly agreed to in writing by Developer.

Section 8. Drainage. Drainage of each lot shall conform to the general drainage plans of Developer for the Property. No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewage system. Connections on each lot shall be made with watertight joints in accordance with all applicable plumbing code requirements.

Section 9. Obligation to Construct. Every lot owner shall, within thirty-six (36) months after the date of conveyance of a lot without a dwelling thereon, commence in good faith the construction and diligent pursuit of completion of a single-family dwelling approved according to this Declaration upon each lot conveyed.

Section 10. Disposal of Trash. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers and out of view from any street or other lot or the common area. The restriction shall not apply during the period of construction of a residence on the lot or adjoining lots.

Section 11. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon, in or under any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon, under or in any lot.

ARTICLE VI -- ARCHITECTURAL AND LANDSCAPE CONTROL

Section 1. Approval of Construction Plans.

(a) The Developer shall approve all house plans prior to commencement of construction. No construction activity of any kind,

including excavation or lot clearing, shall begin until Developer has approved construction plans in writing. Additionally, no building, fence, wall, structure or other improvement shall be erected, placed or altered on any lot until the construction plans, specifications and a plan showing the grade elevation (including rear, front and side elevations) and location of the structure, fence, wall or improvement, the type of exterior material and the driveway shall have been approved in writing by Developer. No fence or wall of any nature may be extended toward the front or street side property line beyond the front or side wall of the residences. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

(b) References to "Developer" shall include any entity, person or association to whom Developer may assign the right of approval. References to "structure" in this paragraph shall include any building (including a garage), fence, wall, antennae and microwave and other receivers and transmitters (including those currently called "satellite dishes"), swimming pools, decks, headwalls, and, in fact, any and all improvements upon such lot(s).

(c) Plans submitted for approval by the Developer shall be one-fourth inch ($\frac{1}{4}$ ") equals one foot (1') scale. Plans shall include a plot plan and driveway location(s). The construction plans shall include front, side and rear elevations.

(d) All roof pitches shall be at a minimum ratio of eight feet (8) of rise to twelve feet (12') of run (8/12).

Section 2. Building Materials. All exterior building materials shall be either brick or stone veneer. The brick or stone veneer shall be extended to the finished grade. No other exterior building materials shall be used except upon approval by the Developer in writing. Any and all retaining walls extending beyond the exterior residential structure walls shall be the same material as the exterior residential structure walls. All roof shingles shall be of architectural design. All roof shingles, including variation in the minimum specification standards shall be approved by the Developer in writing.

Section 3. Minimum Floor Areas. The following are required minimum square footages for the primary permanent residential structure:

(a) Two (2) story homes - 1,600 square feet on the first floor, with a total minimum of 3,400 square feet.

(b) Ranch-style homes - a total minimum of 2,400 square feet.

(c) One and one-half ($1\frac{1}{2}$) story homes - 1,700 square feet on the first floor, with a total minimum of 3,400 square feet.

(d) All others - a total minimum of 3,400 square feet.

In computing total square footage, finished basements, garages and open porches shall not be included.

In the event Developer adds additional property to the property subject to this Declaration pursuant to Article I and such property contains lots smaller than one acre, then Developer may establish different and lesser minimum square footage requirements for such new lots which requirements may be set forth in the amendment to this Declaration annexing such property.

Section 4. Setbacks. No structure shall be located on any lot nearer to the front lot line or the side street line than the minimum building setback lines shown on the recorded plat, except bay windows and steps may project into said areas, and open porches may project into said areas not more than six feet. Developer may vary the established building lines or permit encroachments into said areas, in its sole discretion, where not in conflict with applicable zoning ordinances and/or regulations.

Section 5. Appurtenances, Improvements and Other Permanent Structures. The following requirements are applicable to appurtenances, improvements and other permanent structures:

(a) Garages - All garages shall be rear entry or side entry attached garages; any other garage entries must be approved by the Developer. Garages are to be given the same architectural treatment and be constructed of the same materials as the main structure.

(b) Driveways and Sidewalks - All driveway areas must be exposed aggregate concrete or brick. Each lot owner agrees to maintain sidewalks on that lot, at the lot owner's expense. Each lot owner shall concrete or brick the driveway within three (3) months after completion of a single-family dwelling.

(c) Flashing, Vents, Louvers, Etc. - The roof pipes, vents, louvers, flashing and utility equipment shall be painted to match the surface from which they project, or pursuant to a color scheme approved in writing by the Developer.

(d) Swimming Pools - All swimming pools shall be in-ground pools. There shall be no above-ground pools permitted. The construction of swimming pools must be approved in writing by the Developer prior to the commencement of construction. Drainage, fencing, placement and lighting plans shall be included in the construction design plan submitted to the Developer for approval. There shall be no increase in drainage to other properties permitted as a result of construction nor shall there be an increase in drainage to other properties during such construction. No swimming pool shall extend beyond the primary permanent residential structure.

No lighting of a pool or other recreation area will be installed without the approval of the Developer, and if allowed, will be designed for recreational character so as to buffer the surrounding residences from all lighting.

(e) Tennis Courts - No tennis court shall be constructed without written prior approval of the Developer. Drainage, fencing, placement and lighting plans shall be included in the construction plan submitted to the Developer for approval. There shall be no increase in drainage to other properties as a result of construction nor during the construction of the tennis court.

No tennis court shall be erected or placed on any lot unless the fencing (including posts, clasps and gates) is coated with black or green vinyl.

(f) Basketball Goals - No basketball goals shall be erected without the approval of the Developer in writing. No basketball goal shall be erected in common areas.

(g) Fences - Fences on individual lots (with the exception of fences enclosing tennis courts) shall be a minimum height of six (6) feet and a maximum height of eight (8) feet. No fence shall extend toward the front or street-side property lines beyond the front or side wall of the residence except as approved by the Developer in writing. Only closed picket, solid or brick privacy fences will be permitted. There shall be no chain link fencing permitted on any lot. No board fencing (traditionally known as "horse-fencing") shall be permitted. The exterior side of all fences shall be finished. If the natural finish is to be altered by paint, stain or any other finishing technique, it must be approved by the Developer in writing prior to construction of the fence. All fencing plans must be submitted for approval by the Developer in advance of construction. All plans must include a plot plan depicting the location and a diagram and/or picture describing the fencing and fencing material.

(h) Air Conditioning and Utility Areas - Air conditioners, utility equipment and utility meters shall be completely screened from public view in a manner and at a location approved in writing by the Developer. The plans for such screening shall contemplate landscaping and/or permanent fences of solid materials and will be located as far from property lines as reasonably possible.

(i) Mailboxes - All mailboxes shall be of uniform architectural design as determined by the Developer.

(j) Satellite Dishes - No satellite dishes may be erected or placed on any lot.

(k) Clotheslines - No outside clothesline shall be erected or placed on any lot.

(l) Signs - No signs of any kind shall be displayed on lot, with the exception of For Sale or For Rent signs (which shall not be greater in size than nine (9) square feet) and signs deemed acceptable or necessary by the Developer.

(m) Temporary Structures - No temporary structure shall be permitted on any lot with the exception of temporary tool sheds and/or field offices used by builders and/or the Developer; any such sheds or offices shall be removed when the construction or development has been completed.

(n) Lighting - No exterior lighting, including recreational and/or security lighting, shall be installed or maintained on any lot which light is found to be objectionable by the Developer. Upon being given notice by the Developer that any exterior light is objectionable, the owner of the lot on which same is located will immediately remove said light or have it shielded in such a way that it is no longer objectionable.

Section 6. Landscaping During Construction. During construction, builders shall be responsible for the following:

(a) Stockpiling of any building materials shall not be allowed within drip line of trees. Cutting, filling or any ground disturbance shall not be allowed within the drip line of existing trees.

(b) All debris, including, but not limited to, trees, branches, trimmings, clippings, rocks and roots, resulting from the clearing of a lot shall be promptly removed from the subdivision. If such debris is not promptly removed, the Developer shall have the right to re-enter the property for the purpose of removing such debris at the expense of the owner of the lot.

(c) No construction material or equipment or debris shall be placed on any lot, other than the lot on which a structure is being built, whether said lot is vacant, in any stage of construction or completed, whether or not adjoining the construction site.

(d) Run off and erosion shall be controlled on site during construction while the site is disturbed.

Section 7. Permanent Landscaping Plans. All permanent landscaping plans must be approved in writing by the Developer prior to planting. The landscaping plan submitted to the developer for approval shall include the following requirements:

(a) Landscaping shall be completed within thirty (30) days of occupancy of the residence unless otherwise approved by Developer.

(b) All yards must be completely sodded or seeded upon completion of construction.

(c) The plan shall include the planting of three (3) three and one-half inch (3 1/2") caliper deciduous trees in the front yard unless front yard of said lot contains five (5) or more living trees with a diameter of six inches (6") or greater when construction is completed.

(d) No existing living tree with a diameter of six inches (6") or greater shall be cut or removed without prior written approval from the Developer.

(e) Landscape plans and designs for each lot shall reinforce the natural character and meadow and woodland quality of the surroundings. Cleared areas should be landscaped with trees, shrubs and lawns designed to complement the architectural character of the residence in form, location and scale. Use of plant material of advanced maturity and of the highest quality should be used to give the property a finished and established feeling.

(f) No hedge shall be planted on any lot unless its placement and planting are approved in writing by the Developer.

(g) Owners shall maintain their yards, hedges, plants and shrubs in a neat and trimmed condition at all times.

(h) No lawn ornaments of any kind will be permitted in front or side yards or in yards facing streets.

ARTICLE VII - ANNEXATION TO CHENOWETH SUBDIVISION

The property subject to this Declaration of Covenants, Conditions and Restrictions, Chenoweth Subdivision, Section IV (the "Chenoweth Section IV Declaration"), is not now subject to the Declaration of Covenants, Conditions and Restrictions, Chenoweth Subdivision, of record at Book 618, page 364, Register's Office for Williamson County, Tennessee, as amended and restated by Amended and Restated Declaration of Covenants, Conditions and Restrictions, Chenoweth Subdivision of record at Book 675, page 226, said Register's Office, and as further amended by various instruments of record (the "Chenoweth Subdivision Declaration"). A request for annexation of the property subject to this Chenoweth Section IV Declaration into the property covered by the Chenoweth Subdivision Declaration has been made to the Developer and to Chenoweth Association as defined in the Chenoweth Subdivision Declaration. By acquisition of title to any portion of the property now or hereafter subject to this Declaration, each present and future owner of a lot of such property covenants, consents and agrees that the entire property which is the subject hereof shall become subject to the Chenoweth Subdivision Declaration at such time as the requirements for annexation of such property are

satisfied as provided in Article I, Section 2 of the Chenoweth Subdivision Declaration, as otherwise stated in the Chenoweth Subdivision Declaration, or as otherwise allowed by law or in equity. Upon filing of an instrument annexing such property into the Chenoweth Subdivision Declaration, each and every lot which is subject hereto shall be subject to all the terms and provisions of the Chenoweth Subdivision Declaration as well as this Declaration.

Each lot owner of the property now or hereafter subjected to this Declaration hereby grants Developer an irrevocable power of attorney to execute and grant all consents, amendments or other instruments required to annex or add the property subject to this Declaration to the property subject to the Chenoweth Subdivision Declaration.

Upon recordation of an instrument of annexation of the property subject hereto to the Chenoweth Subdivision Declaration, all the owners of lots of the property subject hereto shall become members of the Chenoweth Association and shall have the same rights, pay the same assessments and be subject to the same conditions as other owners of lots subject to the Chenoweth Subdivision Declaration. Upon (i) the annexation or addition of the property subject to this Declaration to the property subject to the Chenoweth Subdivision Declaration, (ii) the assumption of the rights and obligations of the Chenoweth Section Four Association by the Chenoweth Association and (iii) the written consent of Developer, the Chenoweth Section Four Association may be dissolved. Upon dissolution, all assets, rights and obligations of Chenoweth Section Four Association shall be transferred to the Chenoweth Association.

ARTICLE VIII -- GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these restrictions shall be by proceeding of law or in equity, brought by any owner or by Developer against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration and/or to recover damages. Failure of any owner, the Chenoweth Section Four Association or Developer to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

Any owner, the Chenoweth Section Four Association or the Developer shall be entitled to collect all costs of any enforcement proceeding, including court costs and attorneys fees, incurred in the enforcement of the provisions of this Declaration.

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

Section 3. Restrictions Run With Land; Amendments. Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of at least forty (40) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten years unless an instrument signed by a majority of the then owners of all lots subject to this Declaration has been recorded agreeing to change these restrictions and covenants in whole or in part. These restrictions may be cancelled, altered or amended at any time, if permitted by local law, ordinance and/or regulation, by a written instrument signed by the owners of the lots with 75% of the votes.

Section 4. Amendments to Articles and Bylaws. Nothing contained in this Declaration shall limit the right of the Chenoweth Section Four Association to amend, from time to time, its Charter and Bylaws.

Section 5. Non-Liability of the Directors and Officers. Neither Developer nor the directors nor officers of the Chenoweth Section Four Association shall be personally liable to the owners for any mistake or judgment or for any other acts or omissions of any nature whatsoever while acting in their official capacity, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. The owners shall indemnify and hold harmless Developer and each of the directors and officers and their respective heirs, executors, administrators, successors and assigns in accordance with the Bylaws. This indemnification shall include, without limitation, indemnification against all costs and expenses (including attorney fees, amounts of judgments paid and amounts paid in settlement) incurred in connection with any claim, action, suit or proceeding, whether civil, criminal, administrative or other. The Chenoweth Section Four Association may provide insurance to cover such risks.

Section 6. Sale or Other Disposition of Common Area. The Chenoweth Section Four Association shall not dispose of any common open space, by sale or otherwise, except to an organization conceived and established to own and maintain the common open space, without first offering to dedicate the common open space to the City of Brentwood, and said dedication be approved by the Brentwood Planning Commission, the Brentwood Parks Board and approved and accepted by the Brentwood Board of Commissioners. The conditions of such transfer shall conform to local laws, ordinances and/or regulations and shall be in conformity to the officially recorded development plat(s).

Section 7. Subject to Local Laws, Ordinances and/or Regulations. The Chenoweth Association, or any successor organization, shall own and maintain any common open space in accordance with the officially recorded development plat and subject to local laws, ordinances and/or regulations related to Open Space Residential Developments and be responsible for any and all costs and/or sanctions from

deviation from the same and shall indemnify and hold harmless Developer from such deviations and consequences of deviation.

Section 8. Board's Determination Binding. In the event of any dispute or disagreement between any owners relating to the Property, or any questions of interpretation or application of the provisions of this Declaration or the Bylaws, the determination thereof by the Board of Directors of the Chenoweth Section Four Association shall be final and binding on each and all such owners, except Developer, for so long as it owns a lot or lots, may veto such determinations relating to lot(s) owned by it or adversely affecting the lot(s) owned by it, in Developer's sole discretion.

Section 9. Developer's Successors and Assigns. Developer shall have the right to assign any of its rights and obligations under this Declaration to any person or entity by recording an assignment of such rights in the Register's Office for Williamson County, Tennessee.

WITNESS the signature of Developer by its duly authorized partner on the above date.

CHENOWETH DEVELOPMENT GROUP,
a general partnership

Steven J. Cates

General Partner

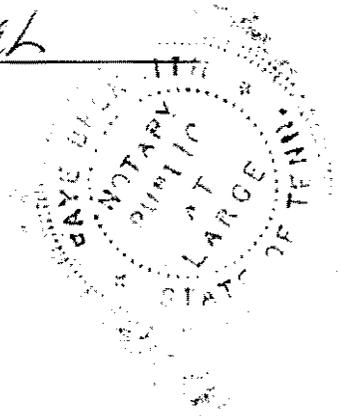
STATE OF TENNESSEE)
COUNTY OF Davidson

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Steven H. Cates with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be a general partner of CHENOWETH DEVELOPMENT GROUP, the within named bargainor, a general partnership, and that he as such general partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the general partnership by himself as general partner.

Witness my hand and seal at office in Nashville, Tennessee, this the 26th day of August, 1991.

Tom Beckwith
NOTARY PUBLIC

My Commission Expires: 11/21/92



w2:scb857
SBC029

BOOK# 921 PG 106
NOTE BK 47 PG 403
TAX _____ TOTAL 80.00
FEE _____ RECEIPT# _____
REC _____ 1241

SADIE WADE
REGISTER OF DEEDS
WILLIAMSON COUNTY, TN.
1991 AUG 26 PM 12:40

F

9

This Instrument Prepared By:
DEARBORN & EWING
Suite 1200, One Sovran Plaza
Nashville, Tennessee 37239

FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

CHENOWETH SUBDIVISION
SECTION IV

BOOK 0942 PAGE 148

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision Section IV is made this 17 day of December, 1991, by Chenoweth Development Group, a general partnership ("Developer").

W I T N E S S E T H:

WHEREAS, Developer has subjected certain real property located in Williamson County, Tennessee to a Declaration of Covenants, Conditions and Restrictions Chenoweth Subdivision Section IV of record in Book 921, page 106, Register's Office for Williamson County, Tennessee ("Declaration"); and

WHEREAS, Exhibit A referred to in the Declaration was inadvertently omitted from the Declaration at the time of recording and the Developer desires to amend the Declaration by inserting Exhibit A attached hereto as Exhibit A to the Declaration; and

WHEREAS, pursuant to Article I, Section 2(a), Developer has the right to subject additional property to the Declaration; and

WHEREAS, as the owner of lots with 100% of the votes of Chenoweth Phase Four Association and pursuant to Article VI, Section 3, Developer has the right to establish new minimum floor areas for permanent residential structures for additional property subjected to the Declaration,

NOW, THEREFORE, Developer amends the Declaration as follows:

1. The Declaration is amended by adding Exhibit A attached hereto and by reference incorporated herein to the Declaration as the Exhibit A referred to in the Declaration.
2. The real property described in Exhibit B attached hereto and by reference incorporated herein is hereby subjected to the Declaration. Such real property is the same property shown on the plat of Chenoweth Section V of record in Plat Book 15, page 43, Register's Office for Williamson County, Tennessee ("Section Five Property").

3. Developer hereby amends Article VI, Section 3 of the Declaration with respect to the Section Five Property by establishing and adopting minimum floor areas for the primary permanent residential structures to be located on lots in the Section Five Property as follows:

Minimum Floor Areas for Section Five Property. The following are required minimum square footages for the primary permanent residential structure:

(a) Two (2) story homes - 1,600 square feet on the first floor, with a total minimum of 3,400 square feet.

(b) Ranch-style homes - a total minimum of 2,800 square feet.

(c) One and one-half (1½) story homes - 1,700 square feet on the first floor, with a total minimum of 3,400 square feet.

(d) All others - a total minimum of 3,400 square feet.

In computing total square footage, finished basements, garages and open porches shall not be included.

4. Except as specifically amended hereby, all other provisions of the Declaration shall remain in full force and effect.

WITNESS the signature of Developer by its duly authorized partner on the above date.

CHENOWETH DEVELOPMENT GROUP,
a general partnership


General Partner

STATE OF TENNESSEE)
COUNTY OF Davidson)

BOOK **0942** PAGE **150**

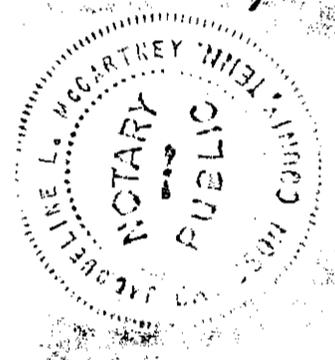
Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Steven G. Cates, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be a general partner of CHENOWETH DEVELOPMENT GROUP, the within named bargainor, a general partnership, and that he as such general partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the general partnership by himself as general partner.

Witness my hand and seal, at office in Nashville, Tennessee, this the 16th day of December, 1991.

Jacqueline L. McCartney
NOTARY PUBLIC

My Commission Expires: 1/23/94

w2:scb926
SBC029



Land lying in the 16th Civil District of Williamson County, Tennessee, and being more particularly described as follows:

Beginning at a point in the westerly right-of-way of Edmonson Pike and the southeasterly corner of the Herbert Property, said point being the northeasterly corner of the property described herein; thence with the westerly right-of-way of Edmonson Pike South 16°44'55" West 352.92 feet to an iron rod; thence continuing with said line with a curve to the left with a central angle of 16°44'30", a radius of 420.00 feet, a chord bearing of South 07°52'20" West 129.61 feet to an iron rod; thence leaving said right-of-way South 16°44'55" West 144.02 feet to an iron rod in the northerly line of Hildebrand Property; thence with said line North 84°54'16" West 708.85 feet to an iron rod; thence continuing with the westerly line of Hildebrand South 09°13'15" West 1,718.94 feet to a concrete monument in the northeasterly corner of Chenoweth Development Group's property; thence North 80°22'49" West 150.00 feet to a concrete monument; thence North 13°37'49" West 235.00 feet to a concrete monument; thence with a curve to the right having a central angle of 41°35'18", a radius of 50.00 feet, a chord bearing of North 82°50'10" West 35.50 feet to a concrete monument; thence with a curve to the left having a central angle of 42°16'25", a radius of 40.00 feet, a chord bearing and distance of North 83°10'44" West 28.85 feet to a concrete monument; thence with a curve to the right having a central angle of 05°15'40", a radius of 1,175.00 feet, a chord bearing and distance of South 78°18'54" West 107.58 feet to a concrete monument; thence with a curve to the left having a central angle of 13°56'24", a radius of 30.00 feet, a chord bearing and distance of South 73°58'31" West 7.28 feet to an iron rod; thence North 14°56'44" East 51.22 feet to a concrete monument; thence with a curve to the right having a central angle of 00°10'37", a radius of 1,125.00 feet, a chord bearing South 81°40'16" West 3.53 feet to an iron rod; thence with a curve to the right having a central angle of 73°08'18", a radius of 30.00 feet, a chord bearing and distance of North 61°40'12" East 35.75 feet to a concrete monument in the easterly margin of Ashford Place; thence South 72°40'00" West 377.40 to a concrete monument; thence South 04°06'00" West 39.13 feet to a concrete monument, said point marking the northeasterly corner of Lot 140, Chenoweth Section III, as of record in Plat Book 11, Page 142, R.O.W.C., Tennessee; thence South 64°30'00" West 362.15 feet; thence South 79°12'05" West 101.26 feet; thence South 88°40'00" West 301.95 feet; thence south 79°21'49" West 548.08 feet; thence with a curve to the right having a central angle of 12°22'20", a radius of 898.83 feet, a chord bearing and distance of North 04°51'10" West 193.28 feet to an iron rod; thence North 01°20'00" East 394.00 to an iron rod; thence with a curve to the left having a central angle of 06°20'00", a radius of 1,427.47 feet, a chord bearing and distance of North 01°50'01" West 157.71 feet to an iron rod; thence South 85°00'00" West 221.04 feet to an iron rod; thence North 80°04'30" West 557.89 feet to an iron rod; thence North 11°02'57" East 128.22 feet to an iron rod; thence North 77°50'00" West 355.11 feet to an iron rod; thence South 12°10'00" West 96.00 feet to an iron rod; thence North 77°50'00" West 218.68 feet to an iron rod in the easterly line of Foxboro Estates; thence with said line North 10°42'40" East 226.40 feet to an iron rod; thence North 07°29'00" East 198.09 feet to an iron rod; thence North 06°33'01" East 252.51 feet to an iron rod; thence North 07°40'01" East 569.96 feet to an iron rod in Herbert's southwesterly corner; thence with Herbert's southerly line South 84°25'11" East 1,205.52 feet to an iron rod; thence continuing with said line South 83°43'58" East 277.89 to an iron rod; thence South 85°36'08" East 186.20 feet to an iron rod; thence North 56°08'01" East 905.78 feet to an iron rod; thence South 84°47'50" East 1,955.57 feet to the point of beginning, containing 158.92 acres more or less.

EXHIBIT B

CHENOWETH SECTION FIVE

PROPERTY DESCRIPTION

A tract of land lying in the 16th Civil District of Williamson County, Tennessee, and being more particularly described as follows:

Commencing at a concrete monument in the easterly right-of-way of Green Hill Boulevard, said point marking the northwesterly corner of Lot 131, as shown on a plat entitled, "CHENOWETH, SECTION III," of record in Plat Book 11, page 142, R.O.W.C., Tennessee; thence with a curve to the right having a central angle of 08°07'13", a radius of 896.83 feet, a chord bearing and distance of North 06°58'43" West 127.00 feet to the point of beginning of the property described below; thence with a curve to the right having a central angle of 04°15'07", a radius of 896.83 feet, a chord bearing and distance of North 00°47'33" West 66.54 feet to a concrete monument; thence North 01°20'00" East 394.00 feet to a concrete monument; thence with a curve to the left having a central angle of 12°16'16", a radius of 1427.47 feet, a chord bearing and distance of North 04°48'08" West 305.14 feet to a point; thence leaving the right-of-way of Green Hill Boulevard North 74°10'00" East 271.69 feet; thence South 83°20'00" East 275.03 feet; thence South 03°56'23" East 624.58 feet; thence South 61°32'37" West 241.01 feet; thence South 78°50'00" West 355.00 feet to the point of beginning, containing 9.23 acres more or less.

Being a portion of the same property conveyed to Chenoweth Development Group by deed of record in Book 933, page 269, and Book 894, page 955, Registers Office of Williamson County, Tennessee.

SADIE WADE
REGISTER OF DEEDS
WILLIAMSON COUNTY, TN.

91 DEC 17 AM 10:47

BOOK# 942 PG 148
NOTE BK 48 PG 89
TAX _____ TOTAL _____
FEE _____ RECEIPT# _____
REC 20.00 19758

This Instrument Prepared By:
 DEARBORN & EWING
 Suite 1200, NationsBank Plaza
 414 Union Street
 Nashville, Tennessee 37219-1777

SECOND AMENDMENT TO DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS

CHENOWETH SUBDIVISION
 SECTION IV

(Adds Section VI)

This Second Amendment to Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision Section IV is made this 1st day of April, 1992, by Chenoweth Development Group, a general partnership ("Developer").

WITNESSETH:

WHEREAS, Developer has subjected certain real property located in Williamson County, Tennessee to a Declaration of Covenants, Conditions and Restrictions Chenoweth Subdivision Section IV of record in Book 921, page 106, as amended by First Amendment of record in Book 942, page 148, Register's Office for Williamson County, Tennessee ("Declaration"); and

WHEREAS, pursuant to Article I, Section 2(a), Developer has the right to subject additional property to the Declaration; and

WHEREAS, as the owner of lots with 100% of the votes of Chenoweth Phase Four Association and pursuant to Article VI, Section 3, Developer has the right to establish new minimum floor areas for permanent residential structures for additional property subjected to the Declaration,

NOW, THEREFORE, Developer amends the Declaration as follows:

1. The real property described in Exhibit A attached hereto and by reference incorporated herein is hereby subjected to the Declaration. Such real property is the same property shown on the plat of Chenoweth Section VI of record in Plat Book 16, page 41, Register's Office for Williamson County, Tennessee ("Section Six Property").

2. Developer hereby amends Article VI, Section 3 of the Declaration with respect to the Section Six Property by establishing and adopting minimum floor areas for the

primary permanent residential structures to be located on lots in the Section Six Property as follows:

Minimum Floor Areas for Section Six Property. The following are required minimum square footages for the primary permanent residential structure:

- (a) Two (2) story homes - 1,600 square feet on the first floor, with a total minimum of 3,400 square feet.
- (b) Ranch-style homes - a total minimum of 2,800 square feet.
- (c) One and one-half (1½) story homes - 1,700 square feet on the first floor, with a total minimum of 3,400 square feet.
- (d) All others - a total minimum of 3,400 square feet.

In computing total square footage, finished basements, garages and open porches shall not be included.

3. Except as specifically amended hereby, all other provisions of the Declaration shall remain in full force and effect.

WITNESS the signature of Developer by its duly authorized partner on the above date.

CHENOWETH DEVELOPMENT GROUP,
a general partnership



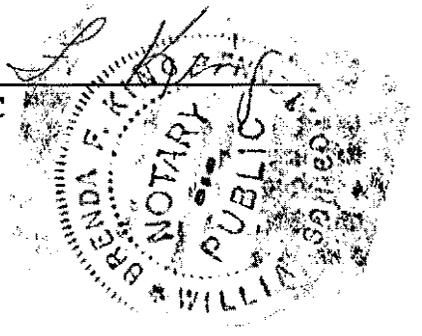
 General Partner

STATE OF TENNESSEE)
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Everett Cowan, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be a general partner of CHENOWETH DEVELOPMENT GROUP, the within named bargainor, a general partnership, and that he as such general partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the general partnership by himself as general partner.

Witness my hand and seal, at office in Franklin, Tennessee, this the 1 day of April, 1992.

Brenda L. King
NOTARY PUBLIC



My Commission Expires: 6-25-92

**PROPERTY DESCRIPTION
CHENOWETH SECTION SIX**

Land lying in the Sixteenth Civil District of Williamson County, Tennessee, and being more particularly described as follows:

Beginning at a concrete monument, being the southeasterly corner of the property described herein and the northeasterly corner of Chenoweth, Section Four, Lot Number 162, as of record in Plat Book 15, Page 57, R.O.W.C., Tennessee; thence with the northerly line of said Lot 162, North 80°22'49" West 150.0 feet to a concrete monument; thence North 13°37'49" West 235.0 feet to a concrete monument lying in a curve; thence with said curve to the right with a central angle of 41°35'18", a radius of 50.0 feet, an arc length of 36.29 feet, and a chord bearing and distance of North 82°50'10" West 35.50 feet to a concrete monument at the point of reverse curvature; thence with said curve to the left with a central angle of 42°16'25", a radius of 40.0 feet, an arc length of 29.51 feet, and a chord bearing and distance of North 83°10'44" West 28.85 feet to a concrete monument at the point of reverse curvature; thence with said curve to the right with a central angle of 05°15'40" a radius of 1175.0 feet, an arc length of 107.89 feet, and a chord bearing and distance of South 78°18'54" West 107.85 feet to a concrete monument at the point of reverse curvature; thence with said curve to the left with a central angle of 13°56'24", a radius of 30.0 feet, an arc length of 7.30 feet, and a chord bearing and distance of South 73°58'31" East 7.28 feet to an iron rod; thence North 14°56'44" West 51.22 feet to a concrete monument lying in a curve; thence with said curve to the right with a central angle of 00°10'47", a radius of 1125.0 feet, an arc length of 3.53 feet, and a chord bearing and distance of North 81°40'16" East 3.53 feet to an iron rod at the point of compound curvature; thence with said curve to the right with a central angle of 73°08'18", a radius of 30.0 feet, an arc length of 38.30 feet, and a chord bearing and distance of South 61°40'12" East 35.75 feet to a concrete monument on the easterly margin of Ashford Place; thence South 72°40'00" West, passing a concrete monument lying in the westerly margin of Ashford Place 50.28 feet, 377.39 feet overall to a concrete monument; thence North 20°31'17" West 163.17 feet to a concrete monument; thence North 07°40'00" West 284.71 feet to a concrete monument; thence North 82°20'00" East passing a concrete monument lying in the westerly margin of Ashford Place at 339.43 feet, 389.43 feet overall to a concrete monument; thence South 07°40'00" East 153.27 feet to a concrete monument; thence North 80°40'00" East 585.70 feet to a concrete monument lying in the westerly line of Miriam Fly Hildebrand as of record in Book 160, Page 190; thence South 09°14'00" West 629.13 feet with Hildebrand to the point of beginning, containing 8.577 acres, more or less.

Being part of the same property conveyed to Chenoweth Development Group by deed from Joe and Vivian Smithson of record in Book 954, page 599, Register's Office for Williamson County, Tennessee.

State of Tennessee, County of WILLIAMSON
 Received for record the 01 day of
 APRIL 1992 at 9:58 AM. (RECH 8574)
 Recorded in official records
 Book 966 Page 519- 522
 Notebook 49 Page 179
 State Tax \$.00 Clerks Fee \$.00,
 Recording \$ 16.00, Total \$ 16.00,
 Register of Deeds SABIE WADE
 Deputy Register SHERRY ANDERSON

This Instrument Prepared By:
DEARBORN & EWING
Suite 1200, NationsBank Plaza
414 Union Street
Nashville, Tennessee 37219-1777

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

**CHENOWETH SUBDIVISION
SECTION IV**

(Adds Section VII)

This Third Amendment to Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision Section IV is made this 17 day of March, 1992, by Chenoweth Development Group, a general partnership ("Developer").

WITNESSETH:

WHEREAS, Developer has subjected certain real property located in Williamson County, Tennessee to a Declaration of Covenants, Conditions and Restrictions Chenoweth Subdivision Section IV of record in Book 921, page 106, as amended by First Amendment of record in Book 942, page 148, ~~and Second Amendment of record in Book _____, page _____~~ Register's Office for Williamson County, Tennessee ("Declaration"); and

WHEREAS, pursuant to Article I, Section 2(a), Developer has the right to subject additional property to the Declaration; and

WHEREAS, as the owner of lots with 100% of the votes of Chenoweth Phase Four Association and pursuant to Article VI, Section 3, Developer has the right to establish new minimum floor areas for permanent residential structures for additional property subjected to the Declaration,

NOW, THEREFORE, Developer amends the Declaration as follows:

1. The real property described in Exhibit A attached hereto and by reference incorporated herein is hereby subjected to the Declaration. Such real property is the same property shown on the plat of Chenoweth Section VII of record in Plat Book 16, page 30, Register's Office for Williamson County, Tennessee ("Section Seven Property").

2. Developer hereby amends Article VI, Section 3 of the Declaration with respect to the Section Seven Property by establishing and adopting minimum floor areas for the

primary permanent residential structures to be located on lots in the Section Seven Property as follows:

Minimum Floor Areas for Section Seven Property. The following are required minimum square footages for the primary permanent residential structure:

- (a) One (1) story home - a minimum of 2,200 square feet.
- (b) All others - a minimum of 1,300 square feet on the first floor with a total minimum of 2,600 square feet.

In computing total square footage, finished basements, garages and open porches shall not be included.

3. Except as specifically amended hereby, all other provisions of the Declaration shall remain in full force and effect.

WITNESS the signature of Developer by its duly authorized partner on the above date.

CHENOWETH DEVELOPMENT GROUP,
a general partnership


General Partner

STATE OF TENNESSEE)
COUNTY OF Davidson)

BOOK 962 PAGE 576

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Everett H. Cowan, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be a general partner of CHENOWETH DEVELOPMENT GROUP, the within named bargainer, a general partnership, and that he as such general partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the general partnership by himself as general partner.

Witness my hand and seal, at office in Nashville, Tennessee, this the 16th day of March, 1992.

Jacqueline L. McCartney
NOTARY PUBLIC

My Commission Expires: 1/23/94

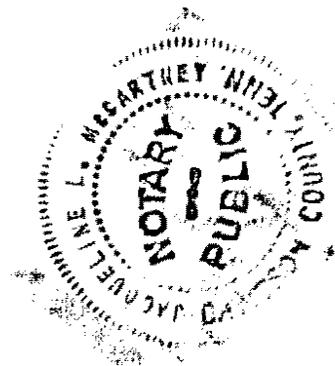


EXHIBIT A

BOOK 962 PAGE 577

**PROPERTY DESCRIPTION
CHENOWETH SECTION SEVEN**

Land lying in the Sixteenth Civil District of Williamson County, Tennessee, and being more particularly described as follows:

Beginning at a concrete monument being the southwesternmost corner of the property described herein and lying in the northerly line of Chenoweth, Section Three, Lot Number 109, of record in Plat Book 11, Page 142, R.O.W.C., Tennessee; said concrete monument lying South 77°50'00" East 255.09 feet from the northwesterly corner of said Lot 109; thence North 11°02'57" East 394.24 feet to a concrete monument; thence South 65°36'08" East 205.55 feet to a concrete monument; thence South 78°22'37" East 116.0 feet to a concrete monument; thence North 79°00'00" East 256.0 feet to a concrete monument; thence South 15°30'00" East 236.0 feet to a concrete monument lying in the westerly margin of Green Hill Boulevard; thence North 74°30'00" East 84.00 feet to a concrete monument on the easterly margin of Green Hill Boulevard; thence with said easterly margin South 15°30'00" East 92.67 feet to a concrete monument at the beginning of a curve; thence with said curve to the right with a central angle of 10°30'00", a radius of 1427.47 feet, an arc length of 261.60 feet, and a chord bearing and distance of South 10°15'00" East 261.23 feet; thence leaving said easterly margin South 85°00'00" West, passing a concrete monument lying in the westerly margin of Green Hill Boulevard at 84.00 feet, 221.04 feet overall; thence North 80°04'30" West 557.89 feet to a concrete monument; thence North 11°02'57" East 128.22 feet to a concrete monument; thence North 77°50'00" West 100.02 feet to the point of beginning, containing 8.421 acres, more or less.

Being part of the same property conveyed to Chenoweth Development Group by deed from Joe and Vivian Smithson of record in Book 954, page 599, Register's Office for Williamson County, Tennessee.

State of Tennessee, County of WILLIAMSON
Received for record the 17 day of
MARCH 1992 at 3:34 PM. (REC# 7019)
Recorded in official records
Book 962 Page 574-577
Notebook 49 Page 146
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 16.00, Total \$ 16.00,
Register of Deeds SADIE WADE
Deputy Register JANE HAY

This Instrument Prepared By:
 DEARBORN & EWING
 Suite 1200, NationsBank Plaza
 414 Union Street
 Nashville, Tennessee 37219-1777

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

**CHENOWETH SUBDIVISION
 SECTION IV**

(Adds Section VIII)

This Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision Section IV is made this 21st day of May, 1992, by Chenoweth Development Group, a general partnership ("Developer").

W I T N E S S E T H:

WHEREAS, Developer has subjected certain real property located in Williamson County, Tennessee to a Declaration of Covenants, Conditions and Restrictions Chenoweth Subdivision Section IV of record in Book 921, page 106, as amended by First Amendment of record in Book 942, page 148, Second Amendment of record in Book 962, page 574, and Third Amendment of record in Book 966, page 519, Register's Office for Williamson County, Tennessee ("Declaration"); and

WHEREAS, pursuant to Article I, Section 2(a), Developer has the right to subject additional property to the Declaration; and

WHEREAS, as the owner of lots with 100% of the votes of Chenoweth Phase Four Association and pursuant to Article VI, Section 3, Developer has the right to establish new minimum floor areas for permanent residential structures for additional property subjected to the Declaration,

NOW, THEREFORE, Developer amends the Declaration as follows:

1. The real property described in Exhibit A attached hereto and by reference incorporated herein is hereby subjected to the Declaration. Such real property is the same property shown on the plat of Chenoweth Section VIII of record in Plat Book 16, page 63, Register's Office for Williamson County, Tennessee ("Section Eight Property").

2. Developer hereby amends Article VI, Section 3 of the Declaration with respect to the Section Eight Property by establishing and adopting minimum floor areas for the primary permanent residential structures to be located on lots in the Section Eight Property as follows:

Minimum Floor Areas for Section Eight Property. The following are required minimum square footages for the primary permanent residential structure:

- (a) Two (2) story homes - 1,600 square feet on the first floor, with a total minimum of 3,400 square feet.
- (b) Ranch-style homes - a total minimum of 2,800 square feet.
- (c) One and one-half (1½) story homes - 1,700 square feet on the first floor, with a total minimum of 3,400 square feet.
- (d) All others - a total minimum of 3,400 square feet.

In computing total square footage, finished basements, garages and open porches shall not be included.

3. Except as specifically amended hereby, all other provisions of the Declaration shall remain in full force and effect.

WITNESS the signature of Developer by its duly authorized partner on the above date.

CHENOWETH DEVELOPMENT GROUP,
a general partnership



General Partner

STATE OF TENNESSEE)
COUNTY OF Wilkinson

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Steven A. Cates, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be a general partner of CHENOWETH DEVELOPMENT GROUP, the within named bargainor, a general partnership, and that he as such general partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the general partnership by himself as general partner.

Witness my hand and seal, at office in Franklin, Tennessee, this the 21 day of May, 1992.

Brenda S. King
NOTARY PUBLIC

My Commission Expires: 6-23-92



PROPERTY DESCRIPTION
CHENOWETH SECTION EIGHT

Land lying in the 16th Civil District of Williamson County, Tennessee, and being more particularly described as follows:

Commencing at a concrete monument being the northwesterly corner of Chenoweth, Section Four, Lot number 166, of record in Plat Book 15, Page 57, R.O.W.C., Tennessee; thence North 20°31'17" West 163.17 feet to a concrete monument; thence North 07°40'00" West 284.71 feet to a concrete monument being the point of beginning of the herein described property; thence North 18°50'42" West 131.84 feet to a concrete monument; thence North 37°00'00" East 373.13 feet to a concrete monument lying in a curve; thence with said curve to the left having a central angle of 01°27'40", a radius of 440.00 feet, an arc length of 11.22 feet, and a chord bearing and distance of North 57°37'50" West 11.22 feet to an iron rod; thence leaving said curve North 31°38'21" East 299.62 feet to an iron rod; thence South 41°34'50" East 202.00 feet to a concrete monument; thence North 84°39'16" East 185.80 feet to a concrete monument; thence South 08°12'48" East 260.78 feet to a concrete monument; thence South 01°59'49" East 50.30 feet to a concrete monument; thence South 08°23'59" East 291.53 feet to a concrete monument; thence South 80°40'00" West 328.26 feet to a concrete monument; thence North 07°40'00" West 153.27 feet to a concrete monument; thence South 82°20'00" West 389.43 feet to the point of beginning, containing 8.229 acres, more or less.

Being a part of the same property conveyed to Chenoweth Development Group by deed from Joe and Vivian Smithson of record in Book 954, Page 581, and Book 979, Page 17, Register's Office for Williamson County, Tennessee.



James M. Overfelt
James M. Overfelt, TN RLS# 1634
Gresham, Smith and Partners
3310 West End Avenue
Nashville, Tennessee
(615) 385-3310

State of Tennessee, County of WILLIAMSON
Received for record the 21 day of
MAY 1992 at 9:29 AM. (REC# 13027)
Recorded in official records
Book 979 Page 20- 23
Notebook 49 Page 287
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 16.00, Total \$ 16.00,
Register of Deeds SADIE WADE
Deputy Register BETH LYNCH

This Instrument Prepared By:
DEARBORN & EWING
Suite 1200, NationsBank Plaza
414 Union Street
Nashville, Tennessee 37219-1777

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

**CHENOWETH SUBDIVISION
SECTION IV**

(Adds Section IX)

This Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision Section IV is made this 21st day of May, 1992, by Chenoweth Development Group, a general partnership ("Developer").

WITNESSETH:

WHEREAS, Developer has subjected certain real property located in Williamson County, Tennessee to a Declaration of Covenants, Conditions and Restrictions Chenoweth Subdivision Section IV of record in Book 921, page 106, as amended by First Amendment of record in Book 942, page 148, Second Amendment of record in Book 962, page 574, and Third Amendment of Record in Book 966, page 519, and Fourth Amendment of record in Book 979, page 20, Register's Office for Williamson County, Tennessee ("Declaration"); and

WHEREAS, pursuant to Article I, Section 2(a), Developer has the right to subject additional property to the Declaration; and

WHEREAS, as the owner of lots with 100% of the votes of Chenoweth Phase four Association and pursuant to Article VI, Section 3, Developer has the right to establish new minimum floor areas for permanent residential structures for additional property subject to the Declaration,

NOW, THEREFORE, Developer amends the Declaration as follows:

1. The real property described in Exhibit a attached hereto and by reference incorporated herein is hereby subjected to the Declaration. Such real property is the same property shown on the plat of Chenoweth Section IX of record in Plat Book 16, page 64, Register's Office for Williamson County, Tennessee ("Section Nine Property").

2. Developer hereby amends Article VI, Section 3 of the Declaration with respect to the Section Nine Property by establishing and adopting minimum floor areas for the primary permanent residential structures to be located on lots in the Section Nine Property as follows:

Minimum Floor Areas for Section Eight Property. The following are required minimum square footages for the primary permanent residential structure:

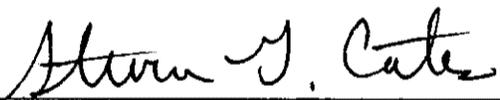
- (a) Two (2) story homes - 1,600 square feet on the first floor, with a total minimum of 3,400 square feet.
- (b) Ranch-style homes - a total minimum of 2,800 square feet.
- (c) One and one-half (1½) story homes - 1,700 square feet on the first floor, with a total minimum of 3,400 square feet.
- (d) All others - a total minimum of 3,400 square feet

In computing total square footage, finished basements, garages and open porches shall not be included.

3. Except as specifically amended hereby, all other provisions of the Declaration shall remain in full force and effect.

WITNESS the signature of Developer by its dully authorized partner on the above date.

CHENOWETH DEVELOPMENT GROUP,
a general partnership



General Partner

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Steven A. Catz, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be a general partner of CHENOWETH DEVELOPMENT GROUP, the within named bargainor, a general partnership, and that he as such general partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the general partnership by himself as general partner.

Witness my hand and seal, at office in Franklin, Tennessee, this the 21 day of May, 1992.

Brenda F. King
NOTARY PUBLIC

My Commission Expires: 6-23-92



PROPERTY DESCRIPTION
CHENOWETH SECTION NINE
MAY 19, 1992

Land lying in the 16th Civil District of Williamson County, Tennessee, and being more particularly described as follows:

Beginning at a concrete monument being the northeasterly corner of the property described herein and lying on an easterly line of STM Chenoweth Partnership of record in Deed Book 633, Page 827, R.O.W.C., Tennessee; said concrete monument lying South 09°13'15" West 542.54 feet from an iron rod being the northwesterly corner of the Miriam Fly Hildebrand Tract, of record in Deed Book 160, Page 190, R.O.W.C., Tennessee; thence South 09°13'15" West 552.33 feet to a concrete monument; thence South 80°40'00" West 257.26 feet to a concrete monument; thence North 08°23'59" West 291.53 feet to a concrete monument in the southerly margin of Auburn Lane; thence North 01°59'49" East 50.30 feet to a concrete monument in the northerly margin of Auburn Lane; thence North 08°12'48" West 260.78 feet to a concrete monument; thence South 88°40'00" East 424.07 feet to the point of beginning, containing 4.446 acres, more or less.

Being a portion of the same property conveyed to Chenoweth Development Group by deed from Joe and Vivian Smithson of record in Book 974, Page 972, Register's Office, Williamson County, Tennessee.

State of Tennessee, County of WILLIAMSON
Received for record the 21 day of
MAY 1992 at 9:30 AM. (REC# 13828)
Recorded in official records
Book 979 Page 24- 27
Notebook 49 Page 287
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 16.00, Total \$ 16.00,
Register of Deeds SADIE WADE
Deputy Register BETH LYNCH

Prepared By
Gresham Smith & Partners
3310 West End Ave
Nashville, TN. 37202

BOOK 1002 PAGE 664

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

**CHENOWETH SUBDIVISION
SECTION IV**

(Adds Section XI)

This Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision Section IV is made this 26 day of August, 1992, by Chenoweth Development Group, a general partnership ("Developer").

W I T N E S S E T H:

WHEREAS, Developer has subjected certain real property located in Williamson County, Tennessee, to a Declaration of Covenants, Conditions and Restrictions Chenoweth Subdivision Section IV of record in Book 921, page 106, as amended by First Amendment of record in Book 942, page 148, and Second Amendment of Record in Book 962, page 574, and Third Amendment of Record in Book 966, page 519, and Fourth Amendment of Record in Book 979, page 20, and Fifth Amendment of Record in Book 979, page 24, Register's Office for Williamson County, Tennessee ("Declaration"); and

WHEREAS, pursuant to Article I, Section 2(a), Developer has the right to subject additional property to the Declaration; and

WHEREAS, as the owner of lots with 100% of the votes of Chenoweth Phase Four Association and pursuant to Article VI, Section 3, Developer has the right to establish new minimum floor areas for permanent residential structures for additional property subjected to the Declaration,

NOW, THEREFORE, Developer amends the Declaration as follows:

1. The real property described in Exhibit A attached hereto and by reference incorporated herein is hereby subjected to the Declaration. Such real property is the same property shown on the plat of Chenoweth Section XI of record in Plat Book 16, page 122 Register's Office for Williamson County, Tennessee ("Section Eleven Property").

2. Developer hereby amends Article VI, Section 3 of the Declaration with respect to the Section Eleven Property by establishing and adopting minimum floor areas for the primary permanent residential structures to be located on lots in the Section Eleven Property as follows:

Minimum Floor Areas for Section Eleven Property. The following are required minimum square footages for the primary permanent residential structure:

(a) One (1) story home - a minimum of 2,200 square feet.

(b) All others - a minimum of 1,300 square feet on the first floor with a total minimum of 2,600 square feet.

In computing total square footage, finished basements, garages and open porches shall not be included.

3. Except as specifically amended hereby, all other provisions of the Declaration shall remain in full force and effect.

WITNESS the signature of Developer by its authorized partner on the above date.

CHENOWETH DEVELOPMENT GROUP,
a general partnership


General Partner

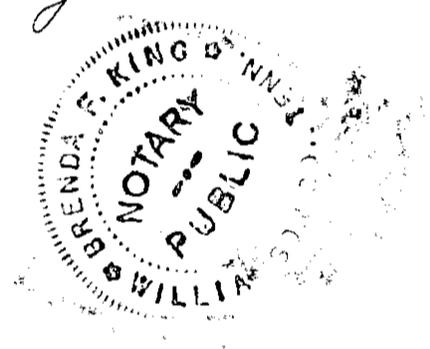
STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for County and State aforesaid, personally appeared Everett H. Cowan, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be a general partner of CHENOWETH DEVELOPMENT GROUP, the within named bargainor, a general partnership, and that he, as such general partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the general partnership by himself as general partner.

Witness my hand and seal, at office in Nashville, Tennessee, this the 26 day of August, 1992.

Brenda F. King
NOTARY PUBLIC

My Commission Expires: 6-25-96



State of Tennessee, County of WILLIAMSON
Received for record the 26 day of
AUGUST 1992 at 10:57 AM. (RECH# 23517)
Recorded in official records
Book 1002 Page 664- 666
Notebook 50 Page 30
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 12.00, Total \$ 12.00,
Register of Deeds SADIE WADE
Deputy Register BETH LYNCH

6

This Instrument Prepared By:
Gresham, Smith and Partners
3310 West End Avenue
Nashville, TN 37203

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

**CHENOWETH SUBDIVISION
SECTION IV**

(Adds Section X-B)

BOOK 1028 PAGE 871

This Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision Section IV is made this 20 day of November, 1992, by Chenoweth Development Group, a general partnership ("Developer").

WITNESSETH:

WHEREAS, Developer has subjected certain real property located in Williamson County, Tennessee to a Declaration of Covenants, Conditions and Restrictions Chenoweth Subdivision Section IV of record in Book 921, page 106, as amended by First Amendment of record in Book 942, page 148, Second Amendment of record in Book 962, page 574, Third Amendment of record in Book 966, page 519, Fourth Amendment of record in Book 979, page 20, Fifth Amendment of record in Book 979, page 24, and Sixth Amendment of record in Book 1002, page 664, Register's Office for Williamson County, Tennessee ("Declaration"); and

WHEREAS, pursuant to Article I, Section 2(a), Developer has the right to subject additional property to the Declaration; and

WHEREAS, as the owner of lots with 100% of the votes of Chenoweth Phase Four Association and pursuant to Article VI, Section 3, Developer has the right to establish new minimum floor areas for permanent residential structures for additional property subject to the Declaration,

NOW, THEREFORE, Developer amends the Declaration as follows:

1. The real property described in Exhibit A attached hereto and by reference incorporated herein is hereby subjected to the Declaration. Such real property is the same property shown on the plat of Chenoweth Section X-B of record in Plat Book 17, page 32, Register's Office for Williamson County, Tennessee ("Section Ten-B Property").

2. Developer hereby amends Article VI, Section 3 of the Declaration with respect to the Section Ten-B Property by establishing and adopting minimum floor areas for the primary permanent residential structures to be located on lots in the Section Ten-B Property as follows:

Minimum Floor Areas for Section Ten-B Property. The following are required minimum square footages for the primary permanent residential structure:

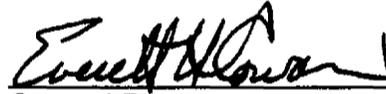
- (a) Two (2) story homes - 1,600 square feet on the first floor, with a total minimum of 3,400 square feet.
- (b) Ranch-style homes - a total minimum of 2,800 feet.
- (c) One and one-half (1-1/2) story homes - 1,700 square feet on the first floor, with a total minimum of 3,400 square feet.
- (d) All others - a total minimum of 3,400 square feet.

In computing total square footage, finished basements, garages and open porches shall not be included.

3. Except as specifically amended hereby, all other provisions of the Declaration shall remain in full force and effect.

WITNESS the signature of Developer by its duly authorized partner on the above date.

CHENOWETH DEVELOPMENT GROUP,
a general partnership



General Partner

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Ernest Cowan, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be a general partner of CHENOWETH DEVELOPMENT GROUP, the within named bargainor, a general partnership, and that he as such general partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the general partnership by himself as general partner.

Witness my hand and seal, at office in Nashville, Tennessee, this the 20th day of November, 1992.

Faye Beckwith
NOTARY PUBLIC

My Commission Expires: 11/21/92



**PROPERTY DESCRIPTION
CHENOWETH SECTION 10-B**

Land lying in the Sixteenth Civil District of Williamson County, Tennessee, and being more particularly described as follows:

Beginning at a concrete monument being the northeasterly corner of Chenoweth, Section Five, Lot Number 170, of record in Plat Book 16, Page 52, R.O.W.C., Tennessee; thence with the northerly line of said Section Five North 83° 20' 00" West 86.20 feet to an iron rod; thence leaving the aforementioned northerly line of said Section Five with a new line North 06° 40' 00" East 390.00 feet to an iron rod; thence South 83° 20' 00" East 15.63 feet to an iron rod; thence North 06° 40' 00" East 275.00 feet to an iron rod; thence South 83° 20' 00" East 536.22 feet to a concrete monument; thence North 87° 10' 00" East 354.73 feet to a concrete monument; thence North 86° 15' 32" East 568.77 feet to a concrete monument; thence South 67° 08' 31" East 331.44 feet to a concrete monument lying in the westerly line of Miriam Fly Hildebrand of record in Deed Book 160, Page 190; thence with Hildebrand South 09° 13' 15" West 170.00 feet to a concrete monument being the northeasterly corner of Chenoweth, Section Nine, Lot Number 197, of record in Plat Book 16, Page 64; thence with the northerly line of said Section Nine North 88° 40' 00" West 424.07 feet to a concrete monument being the northeasterly corner of Chenoweth, Section Eight, Lot 186, of record in Plat Book 16, Page 63; thence with the northerly line of said Section Eight South 84° 39' 16" West 185.80 feet to a concrete monument; thence North 41° 34' 50" West 202.00 feet to a concrete monument; thence South 31° 38' 21" West 299.62 feet to an iron rod lying in a curve on the northerly margin of Ashford Place; thence with said curve to the right having a central angle of 01° 27' 40", a radius of 440.00 feet, an arc length of 11.22 feet, and a chord bearing and distance of South 57° 37' 50" East 11.22 feet to a concrete monument; thence leaving said margin South 37° 00' 00" West 373.13 feet to a concrete monument; thence North 85° 20' 27" West 626.54 feet to the point of beginning containing 17.866 acres, more or less.

Being a portion of the same property conveyed to Chenoweth Development Group by deed of record in Book 987, Page 852, Register's Office, Williamson County, Tennessee.

State of Tennessee, County of WILLIAMSON
Received for record the 20 day of
NOVEMBER 1992 at 1:45 PM. (REC# 33279)
Recorded in official records
Book 1028 Page 871-874
Notebook 50 Page 231
State Tax \$.00 Clerks Fee \$.00.
Recording \$ 16.00, Total \$ 16.00.
Register of Deeds SADIE WADE
Deputy Register DARLENE ELEY

James M. Overfelt
TN R.L.S. #1634
Gresham, Smith & Partners
3310 West End Avenue
Nashville, Tennessee 37203
(615) 385-3310

This Instrument Prepared By:
Gresham, Smith and Partners
3310 West End Avenue
Nashville, TN 37203

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

**CHENOWETH SUBDIVISION
SECTION IV**

(Adds Section XII)

This Eighth Amendment to Declaration of Covenants, Conditions and Restrictions for Chenoweth Subdivision Section IV is made this 25 day of January, 1993, by Chenoweth Development Group, a general partnership ("Developer").

WITNESSETH:

WHEREAS, Developer has subjected certain real property located in Williamson County, Tennessee to a Declaration of Covenants, Conditions and Restrictions Chenoweth Subdivision Section IV of record in Book 921, page 106, as amended by First Amendment of record in Book 942, page 148, Second Amendment of record in Book 962, page 574, Third Amendment of record in Book 966, page 519, Fourth Amendment of record in Book 979, page 20, Fifth Amendment of record in Book 979, page 24, Sixth Amendment of record in Book 1002, page 664, and Seventh Amendment of record in Book 1028, page 871, Register's Office for Williamson County, Tennessee ("Declaration"); and

WHEREAS, pursuant to Article I, Section 2(a), Developer has the right to subject additional property to the Declaration; and

WHEREAS, as the owner of lots with 100% of the votes of Chenoweth Phase Four Association and pursuant to Article VI, Section 3, Developer has the right to establish new minimum floor areas for permanent residential structures for additional property subject to the Declaration, and has the right to amend the Declaration,

NOW, THEREFORE, Developer amends the Declaration as follows:

1. The real property described in Exhibit A attached hereto and by reference incorporated herein is hereby subjected to the Declaration. Such real property is the same property shown on the plat of Chenoweth Section XII of record in Plat Book 17, page 61, Register's Office for Williamson County, Tennessee ("Section Twelve Property").

2. Developer hereby amends Article VI, Section 3 of the Declaration with respect to the Section Twelve Property by establishing and adopting minimum floor areas for the primary permanent residential structures to be located on lots in the Section Twelve Property as follows:

Minimum Floor Areas for Section Twelve Property. The following are required minimum square footages for the primary permanent residential structure:

- (a) Two (2) story homes - 1,600 square feet on the first floor, with a total minimum of 3,400 square feet.
- (b) Ranch-style homes - a total minimum of 2,800 feet.
- (c) One and one-half (1-1/2) story homes - 1,700 square feet on the first floor, with a total minimum of 3,400 square feet.
- (d) All others - a total minimum of 3,400 square feet.

In computing total square footage, finished basements, garages and open porches shall not be included.

3. Developer hereby amends Article VI, Section 5(n) of the Declaration with respect to Section Twelve property by adding the following sentence: All lot owners shall install one exterior gas light in the front yard area of the residence. Location and style of the light shall be subject to approval by the Developer.

4. Except as specifically amended hereby, all other provisions of the Declaration shall remain in full force and effect.

WITNESS the signature of Developer by its duly authorized partner on the above date.

CHENOWETH DEVELOPMENT GROUP,
a general partnership



General Partner

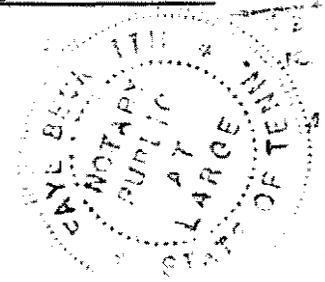
STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Quartt Cowan, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be a general partner of CHENOWETH DEVELOPMENT GROUP, the within named bargainor, a general partnership, and that he as such general partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the general partnership by himself as general partner.

Witness my hand and seal, at office in Dashville, Tennessee, this the 20th day of January, 1993.

Faye Beckwith
NOTARY PUBLIC

My Commission Expires: 11/20/96



**PROPERTY DESCRIPTION
CHENOWETH SECTION TWELVE**

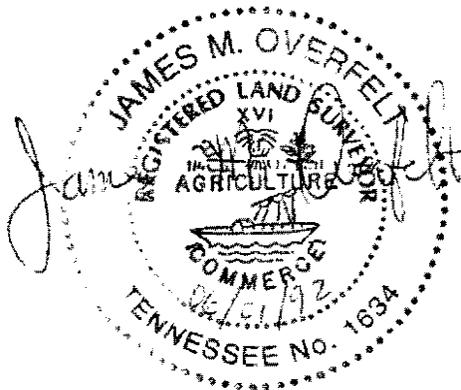
Land lying in the Sixteenth Civil District of Williamson County, Tennessee, and being more particularly described as follows:

Beginning at a concrete monument lying in a curve in the easterly margin of Green Hill Boulevard and being the northwesterly corner of Chenoweth, Section Five, Lot Number 167, of record in Plat Book 15, Page 93, Register's Office, Williamson County, Tennessee; thence with said margin in a curve to the left having a central angle of 04° 33' 44", a radius of 1427.47 feet, an arc length of 113.67 feet, and a chord bearing and distance of North 13° 13' 08" West 113.64 feet to a concrete monument being the point of tangency; thence North 15° 30' 00" West 273.67 feet to a concrete monument being the point of curvature of a fillet curve; thence with said fillet curve to the right having a central angle of 90° 00' 00", a radius of 30.00 feet, an arc length of 47.12 feet, and a chord bearing and distance of North 29° 30' 00" East 42.43 feet to a concrete monument being the point of tangency; thence North 74° 30' 00" East 17.25 feet to a concrete monument; thence North 15° 30' 00" West 50.00 feet to a concrete monument; thence South 74° 30' 00" West 17.25 feet to a concrete monument being the point of curvature of a fillet curve; thence with said fillet curve to the right having a central angle of 90° 00' 00", a radius of 30.00 feet, an arc length of 47.12 feet, and a chord bearing and distance of North 60° 30' 00" West 42.43 feet to a concrete monument being the point of tangency; thence North 15° 30' 00" West 45.00 feet to a concrete monument being the point of curvature of the following curve; thence with said curve to the left having a central angle of 17° 11' 19", a radius of 542.00 feet, an arc length of 162.60 feet, and a chord bearing and distance of North 24° 05' 40" West 161.99 feet to a concrete monument being the point of tangency; thence North 32° 41' 20" West 30.00 feet to an iron rod; thence North 80° 49' 36" East 254.97 feet to a concrete monument; thence North 85° 56' 47" East 178.15 feet to a concrete monument; thence South 83° 20' 00" East 337.40 feet to an iron rod; thence South 06° 40' 00" West 275.00 feet to an iron rod; thence North 83° 20' 00" West 15.63 feet to an iron rod; thence South 06° 40' 00" West 390.00 feet to an iron rod lying in the northerly line of Chenoweth, Section Five, Lot Number 169, of record in Plat Book 16, Page 52; thence with said northerly line North 83° 20' 00" West 188.83 feet to a concrete monument; thence South 74° 10' 00" West 271.69 feet to the point of beginning, containing 9.362 acres, more or less.

State of Tennessee, County of WILLIAMSON
Received for record the 25 day of
JANUARY 1993 at 2:17 PM. (RECH 39920)
Recorded in official records
Book 1045 Page 282-285

Notebook 50 Page 367
State Tax \$.00 Clerks Fee \$.00
Recording \$ 16.00, Total \$ 16.00,
Register of Deeds SADIE WADE
Deputy Register BETH LYNCH

Being a portion of the same property conveyed to Joe and Vivian Smithson by deed of record in Book 933, Page 267, Register's Office, Williamson County, Tennessee.



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