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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BARCLAY PLACE

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RESTRICTIONS	
12/04/2009	01:39 PM
BATCH	166012
MTG TAX	0.00
TRN TAX	0.00
REC FEE	280.00
DP FEE	2.00
ARC FEE	0.00
TOTAL	282.00

STATE of TENNESSEE, WILLIAMSON COUNTY

SADIE WADE

REGISTER OF DEEDS

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BARCLAY PLACE

This Declaration of Covenants, Conditions, and Restrictions (this "Declaration") is made effective the 4th day of December, 2009, by PSP BARCLAY PARTNERS, LLC, a Tennessee limited liability company ("Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property located in the City of Franklin, Williamson County, Tennessee described in Exhibit A attached hereto and incorporated herein by reference (the "Property") which Declarant desires to develop as a residential community to be known as Barclay Place, with various open spaces, common facilities, and common areas for the benefit of said community (the "Development"); and

WHEREAS, Declarant desires to provide a flexible and ordered procedure for the overall development of the Property and to establish a method for the administration, maintenance, preservation, use and enjoyment of such portions of the Property as are now or may hereafter be submitted to this Declaration; and

WHEREAS, Declarant intends by this Declaration to impose upon the Property mutually beneficial restrictions under a general plan of improvements for the benefit of all owners and/or occupants of residential property within the Property and all persons or entities having any interest in the Property, by the recording of this Declaration; and

WHEREAS, as part of the general plan of improvement of the Property, Declarant desires to create an Association (as defined herein) to manage the Property; and

WHEREAS, Declarant desires that the Property be held, sold and conveyed subject to the provisions of this Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the Property and any additional property as may by Supplemental Declaration be added to the Property and subjected to this Declaration shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions. Such easements, restrictions, covenants and conditions are for the purpose of protecting the value and desirability of the Property, and shall run with the real property submitted to this Declaration. They shall be binding on all parties having any right, title, or interest in the Property, or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Assessments" shall mean assessments for Common Expenses provided for herein or by any amendment hereto, which shall be used for the purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of all or any portion of the Residential Units and of maintaining the Property, all as may be specifically authorized from time to time by the Board of Directors and as more specifically authorized below. The term "Assessments" shall include, without limitation, General Assessments and Special Assessments.

Section 2. "Association" shall mean and refer to Barclay Place Homeowners Association, Inc., a Tennessee nonprofit corporation, its successors and assigns.

Section 3. "Board of Directors" or "Board" shall be the elected body responsible for managing the affairs of the Association. Actions required of or permitted by the Board herein may be taken or fulfilled by a committee or other designee as may be established or appointed by the Board in accordance with the Bylaws of the Association.

Section 4. "Builder" means all person who purchase Lots for the purpose of constructing a residence thereon and sale to a third party.

Section 5. "Bylaws" shall mean the Bylaws of the Association attached hereto as Exhibit C and made a part hereof, as may be amended from time to time.

Section 6. "Charter" shall mean the Charter of the Association attached hereto as Exhibit B and incorporated herein by this reference, as may be amended from time to time.

Section 7. "Common Area" shall mean the Property and any improvements thereto, but excluding Residential Units and components thereof and easements appurtenant thereto, now or hereafter owned by the Association for the common use and enjoyment of the Owners, including, but not limited to, the common areas shown on any recorded plat of the Property and any and all pedestrian bridges, parking areas, lakes, waterways, landscaping and irrigation systems, fences, structures, sidewalks, community signage, walls, monuments, illumination of common areas, common utilities, storm water system, wells, fountains, swimming pools and swimming pool changing areas and restroom facilities, and other improvements located on such common areas. Declarant may hereafter convey the Common Area to the Association.

Section 8. "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association and maintaining the Common Area, including any reasonable reserves, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration and the Bylaws of the Association.

Section 9. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the subdivision developed on the Property.

Section 10. "Development" means the residential community to be developed on the Property to be known as Barclay Place.

Section 11. "Final Plat" means that plat of the Property in the real estate records of the Register's Office for Williamson County, Tennessee, as such may be amended from time to time as the Property is developed (each such recorded plat, a "Final Plat").

Section 12. "Design Code" shall mean the plan for the development of the Development through its regulation of land use, architecture and environment. The Design Code is originally adopted by the Declarant and may be amended from time to time. The Design Code does not need to be recorded to be effective but shall be available from the Design Review Committee.

Section 13. "Exempt Antenna" shall mean any antenna that is:

(a) used to receive direct broadcast satellite ("DBS") service, including direct-to-home satellite service, or to receive or transmit Fixed Wireless Signals ("FWS") via satellite, and one (1) meter (39.37 inches) or less in diameter;

(b) used to receive video programming services via multipoint distribution services ("MDS"), including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, or to receive or transmit fixed wireless signals other than via satellite, and that is one (1) meter (39.37 inches) or less in diameter or diagonal measurement;

(c) an antenna that is used to receive television broadcast signals; or

(d) a mast supporting an antenna described above, and

(e) any other antenna now or hereafter within the definition of the FCC Rule as hereafter modified.

Section 14. "Fixed Wireless Signals" shall mean any commercial non-broadcast communications signals transmitted by wireless technology to and/or from a fixed customer location. Examples include wireless signals used to provide telephone service or high-speed internet access to a fixed location. The term "Fixed Wireless Signals" does not include, among other things, AM/FM radio, amateur ("HAM") radio, Citizens Band ("CB") radio, and Digital Audio Radio Services ("DARS") signals.

Section 15. "Lot" or Lots" shall mean a separate parcel of the Property now or hereafter set forth as a Lot on any Final Plat.

Section 16. "Member" shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.

Section 17. "Mortgage" shall include a deed of trust or mortgage encumbering any Residential Unit.

Section 18. "Mortgagee" shall include a beneficiary under or holder of a note secured by a Mortgage who has provided actual, written notice to the Association of such interest.

Section 19. "Mortgagor" shall include the trustor or grantor of a Mortgage.

Section 20. "Owner" shall mean and refer to one or more Persons or entities, including Declarant, who holds or hold the record title to any Residential Unit, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. For the purpose of this Declaration, the Owner of a Residential Unit which is under lease shall be as follows: for the purpose of membership, including matters related to voting and assessments and the obligations of Member, the record owner or owners of the Residential Unit; for the purpose of use and enjoyment of common facilities and amenities which are part of the Common Area, the tenant or tenants residing in the Residential Unit. The Board of Directors may promulgate reasonable regulations conditioning such use upon registration of the names of tenants with the

Association. In addition to any other restriction, the regulations may limit the number of guests entitled to use of the Common Area.

Section 21. "Person" shall mean a natural person, a corporation, a partnership, a limited liability company, a trust, a trustee, or any other legal entity.

Section 22. "Property" shall mean and refer to the real property described in Exhibit A attached hereto.

Section 23. "Residential Unit" or "Unit" shall mean a portion of the Property intended for any type of independent ownership for use and occupancy as a residence by a single family, whether a residence is constructed thereon or not. All Residential Units shall be shown and identified as numbered Lots on the Final Plat.

Section 24. "Supplemental Declaration" shall mean an amendment to this Declaration, including the addition of additional property lots or Common Areas subjected to this Declaration. Such Supplemental Declaration may, but is not required to, impose, expressly or by reference, additional restrictions and obligations to the provisions of this Declaration. The term "Declaration" as used herein shall include this Declaration, together with any and all Subsequent Amendments.

ARTICLE II

PROPERTY RIGHTS

Section 1. Common Area. Every Owner shall have a right and easement of enjoyment in and to the Common Area that is appurtenant to the title to such Owner's Residential Unit, subject to any restrictions or limitations contained in this Declaration or in any Deed or amendment thereto conveying the Common Area to the Association or subjecting the Common Area to this Declaration. Any Owner may delegate his or her other right of enjoyment to the members of his or her family, tenants, and social invitees subject to reasonable regulation by the Board and in accordance with procedures the Board may adopt from time to time.

Section 2. Sidewalks. Every Owner shall have a right and easement of enjoyment in and to the sidewalks located on each Residential Unit, subject to any restrictions or limitations contained in this Declaration or subjecting such Residential Unit to this Declaration. Any Owner may delegate their right of enjoyment to the members of his or her family, tenants, and social invitees subject to reasonable regulation by the Board and in accordance with procedures the Board may adopt from time to time. Each Owner shall be responsible for constructing and maintaining the sidewalk on such Residential Unit in a safe condition and in accordance with the Community-Wide Standard and other rules and regulations which may be established by the Board from time to time, and for installing street trees if such trees are not already installed. If an Owner fails to maintain the sidewalk on his or her Residential Unit as required by this Section, and fails or refuses to perform such maintenance upon request by the Board, the Board shall have the right to perform or have performed such maintenance and levy a Special Assessment against such Owner and such Owner's Residential Unit equal to the cost and expenses incurred by the Association in performing such maintenance or having such maintenance performed.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership in the Association. Every Person who is the record owner of a joint or undivided fee interest in any Residential Unit shall be deemed to be a member of the Association (each such person or entity, a "Member"). Membership shall be appurtenant to and may not be separated from such fee interest ownership, and any transfer of a Residential Unit shall operate automatically to transfer to the new record owner thereof the membership in the Association appurtenant thereto. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate that Member's membership.

Notwithstanding the foregoing, Declarant may at any time assign, pledge, hypothecate or alienate its membership and/or Declarant's rights as Declarant herein, but any transfer by Declarant of title to a Residential Unit shall automatically transfer the membership in the Association appurtenant thereto, free and clear from any such assignment, pledge, hypothecation or alienation.

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

(a) Class "A". Class "A" Members shall be all Members with the exception of the Class "B" Members, if any, and Class "A" Members also shall include Owners of such Residential Units as may be annexed by Supplemental Declaration. The voting rights of Class "A" Members shall be as set forth in the Bylaws.

(b) Class "B". Class "B" Members shall be the Declarant and any successor of Declarant who takes title to any of the Property for the purpose of development and sale and who is designated as such in a recorded instrument executed by Declarant or its successor, so long as Declarant (or its successor) owns any Residential Units or until such time as such Class "B" membership is converted to Class "A" membership pursuant to Article I, Section 8(b) of the Bylaws, whichever occurs first. The voting rights of Class "B" Members shall be as set forth in the Bylaws.

ARTICLE IV

MAINTENANCE

Section 1. Association's Responsibility. The Association shall be responsible for the following maintenance obligations:

(a) The Association shall maintain and keep in good repair the Common Area. Such maintenance shall include, without limitation, maintaining, repairing, and replacing, subject to any insurance then in effect, all trees, landscaping and other flora, structures, irrigation system, storm water control and any other improvements situated upon the Common Area. The Association shall also plant, maintain and replace when necessary all trees located between the street and the sidewalk on each Residential Unit, though such trees are not part of the Common Area.

(b) The Association shall maintain any landscape easement area that serves as a buffer to adjacent properties, even if such landscape or buffer area is located wholly or partially on a Lot, and each such affected Lot owner grants to the Association an easement for such maintenance.

Section 2. Owner's Responsibility. Except as provided in Article IV, Section 1 above, the Owner of each Residential Unit shall have the sole responsibility for maintenance of all exterior and interior portions of the Residential Unit; land, flora and landscaping within the boundaries of the Unit; those areas within enclosed patios or courtyards; all inside and outside walls, roofs and structural components of the Residential Unit; all patios, decks, balconies, and driveways serving only one Residential Unit; and other improvements not maintained by the Association. Each Owner shall maintain said portions of its Residential Unit in a manner consistent with the Community-Wide Standard, the applicable covenants set forth in this Declaration, and such rules and regulations as may be established by the Board from time to time.

ARTICLE V

INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. The Board of Directors for the Association, or its duly authorized agent, shall have the authority to and shall obtain insurance for all insurable improvements on the Common Area against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement costs of any repair or reconstruction in the event of damage or destruction from any such hazard.

The Board shall also obtain a public liability policy covering the Common Area, Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a One Million Dollar ($1,000,000.00) single person limit as respects bodily injury and property damage, a One Million Dollar ($1,000,000.00) limit per occurrence, and a Five Hundred Thousand Dollar ($500,000.00) minimum property damage limit.

Premiums for all insurance required by this Article V to be maintained by the Association shall be Common Expenses of the Association and shall be included in the General Assessment, as defined in Article IX, Section 1. The policy or policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

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

(a) All policies shall be written with a company licensed to do business in Tennessee and holding a rating of BBB+ or better in the Financial Category as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the more nearly equivalent rating.

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

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

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

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

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

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

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

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

(vi) that no policy may be canceled or substantially modified without at least thirty (30) days' prior written notice to the Association.

In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent necessary, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the directors' best business judgment, but may not be less than three months' Assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled or substantially modified without at least thirty (30) days' prior written notice to the Association. As set forth in Article XII, Section 3 of this Declaration, the Board shall also obtain, as a Common Expense, a reasonably available amount of Directors and Officers Errors and Omissions insurance.

Section 2. Disbursement of Proceeds. Proceeds of insurance policies with respect to Common Areas shall be disbursed as follows:

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

(b) If it is determined, as provided for in Section 3 of this Article, that the damage or destruction to the Common Area for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds in Section 2(a)(i) hereof.

Section 3. Damage or Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board of Directors, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the costs of repair or reconstruction. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Property to substantially the same condition in which it existed prior to the fire or other casualty.

(b) Any damage or destruction to the Common Area shall be repaired or reconstructed unless at a Special Meeting (as descried in Article I, Section 6 the Bylaws) called in accordance with the Bylaws at least seventy-five percent (75%) of the total eligible vote of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the costs of repair or reconstruction, or both, are not made available to the Association within the sixty (60) day period referenced above, then the period shall be extended until such information shall be made available; provided, however, such extension period shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed. In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then the damaged portions of the Common Area shall be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition, including appropriate landscaping, and the remaining insurance proceeds shall be delivered pro rata to the Owners of each Residential Unit.

Section 4. Repair and Reconstruction. If the damage or destruction to the Common Area for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, use reserve or capital improvements account funds, or may levy a Special Assessment against all Owners. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

Section 5. Annual Review of Policies. At least annually, the Board shall review all insurance policies that are required by this Article V to be maintained by the Association in order to ascertain whether the coverage contained in the policies is sufficient. If the Board deems such coverage to be insufficient, the Board may expand the coverage to the extent it reasonably deems necessary.

ARTICLE VI

NO PARTITION

There shall be no physical partition of the Common Area or any part thereof. This Article shall not be construed to prohibit the Board 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, or to prohibit the Declarant or Board from adjusting plat or other boundary lines for any Lot adjacent to Common Area.

ARTICLE VII

CONDEMNATION

Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of all Owners) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to participate in the proceedings incident thereto, unless otherwise prohibited by law. The award made for such taking shall be payable to the Association as Trustee for all Owners to be disbursed as follows: If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant and at least seventy-five percent (75%) of the total eligible vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board and the Design Review Committee. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in respect to casualty damage or destruction shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE VIII

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

In addition to the powers delegated to the Association by its Charter, the Association shall be empowered to perform each of the following duties related to the Property and Common Area:

Section 1. Operation and Maintenance of Common Area. To operate, maintain and otherwise manage or provide for the operation, maintenance and management of the Common Area, together with all easements for operation and maintenance purposes and for the benefit of the Association or its Members over and within the Common Area and/or the Residential Units; to keep all improvements, if any, of whatever purpose from time to time located on the Common Area in good order, condition, and repair. Said maintenance shall include, but not be limited to, the maintenance obligations set forth in Article IV, Section 1. Any other provision of this Declaration or the Bylaws notwithstanding, the Association always shall maintain lien free title to the Common Area, excepting only a lien for current taxes not yet due and payable, provided, however, that the Association may mortgage or convey the Common Area with an affirmative vote of at least sixty-seven percent (67%) of the Class "A" Members.

Section 2. Water and Other Utilities. To acquire, provide, and/or pay for, water, sewerage, garbage disposal, electrical, telephone, gas, and other necessary utility services for the Common Area.

Section 3. Taxes and Assessments. To pay all real and personal property taxes and assessments separately levied upon or assessed against the Association and/or the property owned by the Association. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond in an amount at least equal to such taxes and assessments is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes or assessments.

Section 4. Insurance. To obtain from reputable insurance companies qualified to do business in the State of Tennessee, with a financial rating by Best's Insurance Reports of BBB+ or better, and maintain in force at all times such insurance as is required by this Declaration.

Section 5. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within Williamson County conveyed to it by the Declarant as permitted herein.

Section 6. Rules and Regulations. The Association, through its Board of Directors or otherwise, may make and enforce reasonable rules and regulations governing the use of the Property, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary Fines (as hereinafter defined), suspension of the right to vote and suspension of the right to use the Common Area. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. In addition, the Association, through the Board or otherwise, may, by contract or other agreement, enforce city or county ordinances or permit the City of Franklin or Williamson County to enforce ordinances on the Property for the benefit of the Association and its Members.

Section 7. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 8. Traffic Control. The Board may make rules and regulations concerning driving and parking within Barclay Place, subject to applicable governmental requirements and restrictions. To the extent permitted by local governmental authority, the Association may construct traffic calming devices and post speed limits or other traffic signs and take other measures deemed necessary to discourage excessive speed and to promote a safe environment. The Association may enforce such rules and regulations with penalties, Fines or towing, and shall have all remedies set forth in this Declaration.

ARTICLE IX

ASSESSMENTS

Section 1. Creation of Assessments. There are hereby created annual Assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors as follows (collectively, the "Annual Assessments"):

(a) The Board may levy general assessments for expenses determined by the Board to benefit the Association and/or the Residential Units as a whole, including without limitation, expenses incurred by the Association in fulfilling its maintenance obligations set forth in Article IV, Section 1(a) ("General Assessments"). General Assessments shall be allocated equally among all Residential Units.

Section 2. Assessment Obligation. Each Owner, by acceptance of his or her Deed, is deemed to covenant and agree to pay all Assessments levied by the Association pursuant to this Declaration, whether or not such obligation is so expressed in such Deed. A budget for the first year of the Association, including contemplated General Assessments and Special Assessments (as defined below) and a breakdown thereof shall be developed prior to the first sale of a lot to a person other than a Builder (the "Base Budget"). Each Lot and Residential Unit shall be subject to the Assessments set forth in the Base Budget when conveyed to a party other than Declarant, with Assessments being prorated as of the date of closing of the sale of the Lot. The Declarant or Association may, but are not required to, establish Assessments for Lots or Units owned by Builders that are less than the General Assessment or Special Assessment for other Lots or Units that may be applicable until such time as a residence is completed or the Unit is transferred to a third party other than a Builder; provided, however, that such reduction shall be an accommodation to Builders, and the Declarant or the Association may increase such Assessments to the normal General Assessment or Special Assessment at any time.

Until the Class "B" membership terminates and converts to Class "A" membership pursuant to Article I, Section 8(b) of the Bylaws, the Class "B" Members shall from time to time pay the Association any amounts required to make up any shortfall in the Base Budget, and any subsequent Budget (as defined below), to the extent that such shortfall arises from (a) actual operating costs (including amounts allocated to or drawn from reserve funds) exceeding budgeted operating costs, or (b) budgeted operating costs (including amounts allocated to or drawn from reserve funds) exceeding actual income. To the extent a shortfall arises from subsection (b) of this paragraph and the lack of income results from the failure of a Class "A" Member to pay Assessments, the Class "B" Members shall not be obligated to make up such shortfall. As long as the Class "B" Members continue to make up the shortfall in the Budget as set forth in this paragraph, notwithstanding any provision to the contrary in this Declaration, the Class "B" Members shall not be obligated to pay any General Assessments imposed on any Residential Units owned by Class "B" Members.

All Assessments, together with interest at the highest rate allowable under the laws of Tennessee from time to time relating to usury for residential real estate loans (or if no such rate is established, sixteen percent (16%) per annum) ("Interest"), costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Residential Unit against which each Assessment is made. Each Assessment, together with Interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Residential Unit at the time the Assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first Mortgagee who obtains title to a Residential Unit pursuant to the remedies provided in the Mortgage shall be liable for unpaid Assessments which accrued prior to such acquisition of title.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board. The manner of payment fixed by the Board may include, without limitation, acceleration of the Assessment levied on a particular Unit on account of delinquent payment of such Assessment or monthly installment thereof. Unless the Board otherwise provides, Annual Assessments shall be paid in monthly installments.

Section 3. Computation of Annual Assessment. It shall be the duty of the Board, at least (sixty) 60 days before the beginning of the fiscal year and thirty (30) days prior to the meeting at which the budget shall be presented to the Members, to prepare a budget covering the estimated costs of operating the Association during the coming year (the "Operating Budget"). The Operating Budget shall include a capital contribution establishing a reserve fund in accordance with a Capital Budget separately prepared, as more particularly described in Article IX, Section 6 below. The Board shall set Assessments based on the Operating Budget and the Capital Budget. The Board shall cause a copy of the Operating Budget, and the amount of each General Assessment to be levied against each Residential Unit for the following year, to be delivered to each Owner at least ten (10) days prior to the meeting. The Operating Budget, together with the Capital Budget and the Annual Assessments (collectively, the "Budget"), shall become effective unless disapproved at the meeting by a majority vote of the total Association membership.

Notwithstanding the foregoing, however, in the event the Members disapprove the proposed Budget or the Board fails for any reason to determine the Budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the Budget in effect for the then current year shall continue for the succeeding year. No failure to provide the Operating Budget or Assessments shall relieve any Owner from payment of such Assessments once established.

Section 4. Special Assessments. In addition to the Annual Assessments authorized above, the Board may levy, during any calendar year, but in no event prior to the first annual meeting of the Members, special assessments, applicable only to that year, to be used solely to defray, in whole or in part, the cost of any construction, reconstruction, or unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto ("Special Assessments"). The Board may levy a Special Assessment against all Residential Units for such expenses determined by the Board to benefit the Association and/or the Residential Units as a whole, and may levy a Special Assessment against particular portions of the Property for such expenses as may be determined by the Board to benefit less than the Association as a whole. The Board may also levy a Special Assessment against particular Residential Units to reimburse the Association for costs incurred in maintaining such Units upon failure of the Owner to do so, as set forth in this Declaration. Except for Special Assessments imposed upon particular Residential Units to reimburse the Association for costs incurred in maintaining such Units upon failure of the Owner to do so and except for Special Assessments imposed under Article V, Section 4 and Article XII, Section 6(f) hereof, a Special Assessment must be approved by vote or written consent of (a) a simple majority of each class of Members in the Association present and voting, either in person or by proxy, and entitled to vote at a meeting of the Members of the Association called for such purpose at which a quorum is present; or (b) a simple majority of the Unit Owners directly affected or benefited by the Special Assessment, in the opinion of the Board, if less than all of the Owners are benefited.

Section 5. Lien for Assessments. To secure the payment of any Assessment and/or fine imposed by the Association pursuant to Article X, Section 6 of this Declaration (each such fine, a "Fine"), a lien is expressly retained in favor of the Association on each and every Residential Unit in the Association. Such lien shall be prior and superior to all other liens, except all taxes, bonds, assessments, first mortgage liens, and other levies which by law would be superior thereto.

For the purposes of rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of Assessments and/or Fines, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the Owners, their heirs, successors, administrators, and assigns, hereinafter referred to as Trustors, hereby transfer and convey unto J. Bryan Echols, Trustee, his successors and assigns, their respective Residential Units with the appurtenances, estate, title and interest thereto belonging upon the use and trusts set forth in this paragraph.

If each Trustor shall pay his Assessments and Fines when due, then this trust conveyance shall be of no further force or effect with respect to such Trustor's Residential Unit. If the Assessments and Fines with respect to any Residential Unit are not paid promptly when due, this trust conveyance shall remain in full force and effect, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty (20) days notice by three (3) publications in any newspaper, daily or weekly, published in Williamson County, Tennessee to sell said Residential Unit at the front door of the Court house in said County to the highest bidder for cash, at public outcry, free from all statutory, equitable and other rights of redemption, homestead, dower and all exemptions of every kind, which are hereby expressly waived; and the said Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Association may bid at any sale under this trust conveyance. The Association may, at any time after default in the payment of any Assessment or any installment payment thereof or any Fine, enter and take possession of said Residential Unit, and shall only account for the net rents actually received by it. It is further agreed that, in the event the Association fails, before instructing Trustee to sell said Residential Unit, 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 Residential Unit. In the case of sale hereunder, the proceeds will be applied by the Trustee as follows:

(a) First, to the payment of all costs, charges and expenses 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 said lien;

(b) Second, to the payment of all taxes which may be unpaid with respect to such Residential Unit;

(c) Third, to the payment of all unpaid Assessments and Fines with respect to such Residential Unit; and

(d) Fourth, the residue, if any, will be paid to the Owner of such Residential Unit, to his order, representatives, heirs or assigns or to any other person legally entitled thereto.

In the case of the death, absence, inability, or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required or for any other reason, the 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 Register's Office for Williamson County, Tennessee, and the title herein conveyed to the above named Trustee shall be vested in said successor.

The Association, acting on behalf of the Owners, shall have the power to bid for the Residential Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same and shall be authorized to credit bid all amounts owed the Association from such Unit or Owner. Any funds required for purchase of a Unit at foreclosure shall be assessed as a Special Assessment, subject to all of the requirements in Article IX, Section 4 hereof. With respect to any Residential Unit owned by the Association following foreclosure: (1) no right to vote shall be exercised on behalf of the foreclosed Residential Unit; (2) no Assessment shall be assessed or levied on the foreclosed Residential Unit; and (3) each other Residential Unit shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessment that would have been charged such Residential Unit had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid Common Expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may temporarily suspend the voting rights of a Member who is in default of payment of any Assessment or any installment payment thereof after notice and hearing.

Nothing in this Section shall preclude the Association from recording and enforcing its lien without exercising its rights arising from the foregoing trust conveyance.

Section 6. Capital Budget and Contribution. As noted in Article IX, Section 3, above, the Board of Directors shall annually prepare a Capital Budget that shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the Capital Budget, with respect both to amount and timing by Assessments over the period of the Budget. The capital contribution required shall be fixed by the Board and included within the Operating Budget and Assessment, as provided in Section 3 of this Article. The Capital Budget shall also provide for the establishment of separate reserve accounts to hold the proceeds of the Assessments imposed for capital expenditures such as those set forth in Article IV, Section 1(c). A copy of the Capital Budget shall be distributed to each member in the same manner as the Operating Budget.

Section 7. Certificate of Payment. The Board shall, upon request and for a reasonable charge not to exceed $25.00, furnish to any Person a certificate, signed by an officer of the Association, setting forth whether or not all Assessments, whether General or Special, on a specified Residential Unit have been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 8. Start-up Assessment. Each Unit Owner shall pay to the Association at closing a start-up assessment fee equal to three (3) month's Assessment to provide the Association with initial working capital ("Start-up Assessment"). This one time Start-up Assessment shall be in addition to and not a prepayment of the regular Assessments provided for above.

ARTICLE X

ARCHITECTURAL STANDARDS

Section 1. Construction Standards. Declarant or its agents or assigns shall construct all Residential Units in accordance with plans and specifications approved by the City of Franklin, Tennessee (the "City"). No Person shall construct any Residential Unit or other improvements upon a Unit, or after completion of such Residential Unit or other improvements, make any modifications, additions or alterations to such Residential Unit or any structure thereon or improvement thereto, without the prior written approval of the Design Review Committee (as defined below). In the event the Design Review Committee fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved. In no event shall the Design Review Committee approve, by affirmative action or by failure to act within the 45-day period set forth above, any plans violating the use restrictions set forth in Article XI below or the architectural covenants that have been submitted to and approved by the City as set forth below (the "City Requirements").

Section 2. Design Review Committee. The Board shall designate a site and architectural review board (the "Design Review Committee") consisting of up to five (5) persons, one of which shall be an architect selected by Declarant who has demonstrated a sound understanding of traditional, residential forms of design (a "Qualified Architect"), to exercise the Board's authority under this Article. The Design Review Committee shall promulgate detailed standards and procedures in implementing the requirements of this Article. Upon termination of the Class "B" membership and conversion of the Class "B" membership to Class "A" membership, the Board may select the membership of the Design Review Committee, provided, however, that the Design Review Committee must always include a Qualified Architect. This Article shall be effective, and may not be amended without the prior written consent of Declarant, so long as Declarant owns any land subject to this Declaration or subject to annexation by this Declaration. Notwithstanding the foregoing, the Design Review Committee shall include one representative of Pearl Street Partners, LLC, its successors or assigns, to be a member of the Design Review Committee. If no representative is provided by Pearl Street Partners, LLC, the Design Review Committee shall not be required to include such a representative.

Section 3. Construction Subject to Review.

(a) Residential Units. Prior to construction, the Design Review Committee must review and approve construction plans and specifications for all improvements on any Lot within the Property. No construction on any Lot shall begin and no improvements on any Lot shall be modified except in accordance with an approved plan. Once a plan is approved, any modification to that plan, or any modification to the finished Parcel, must also be reviewed and approved.

(b) Common Area. Construction of any improvement upon the Common Area (other than initial construction by the Declarant), or modification of any existing structure, as well as any material alteration of the landscaping or topography of any Common Area, must be approved in advance by the Design Review Committee.

(c) Scope. The Design Code shall set standards for all aspects or improvement on any Lot visible from the outside, including without limitation the size and shape of the building, its roof, windows, doors, porches and other components, placement on the Lot, fences, drainage, paving and landscaping and all finish materials. The Design Code may also regulate the type, placement and number of Residential Units that may be constructed on a Lot and the uses to which those Units may be put. Review shall include materials and color selection and selection and placement of any ornamentation or functional accessories, including but not limited to the following:

(1) Materials and color selection for the main building and any outbuilding (including roof, doors, windows and trim);

(2) Driveways, walks, patios and other ground surface materials;

(3) Antennas, satellite dishes or receivers, solar panels or other devices that are visible from outside the Lot;

(4) Fountains, swimming pools, whirlpools or other pools;

(5) Privacy walls or other fences and gates;

(6) Awnings, flower boxes, shelves, statues, or other outdoor ornamentations, and window coverings visible through the window;

(7) Construction trailers or other trailers, temporary structures, tents, shacks, and sheds;

(8) Signage of any type; and

(9) Permanent or semi-permanent play equipment, whether or not secured, such as tree houses, basketball hoops, skateboard ramps and swing sets.

The listing of a category does not imply that such construction is permitted.

(d) Exception. Interior construction and modifications not affecting the external structure or appearance of any building and not visible from the exterior are not subject to review. However, construction drawings are required as part of the review process to assist in interpreting the design.

(e) Trees and Hedges. Owners may be required to plant street trees and hedges on their Lot or within Commons or public right-of-way adjacent to their Lot, in accordance with the direction of the Design Review Committee, to maintain street trees and hedges, and to replace street trees or hedge plants that die or that become damaged or diseased or the Association may take such actions for the benefit of Owners, the cost of which will be part of the Assessments. The cutting, removal or intentional damage of new or existing trees or hedges (including neglect, excessive pruning or failure to use due care with equipment or when removing other trees permitted to be removed) shall be strictly regulated. The Design Review Committee may require the relocation and replanting of trees or hedges that must be removed for construction. If particularly significant trees are found within the building setback lines, the Design Review Committee shall determine whether the placement of the building should be altered to accommodate the trees, or whether the trees may be removed.

(f) Drainage. All plans shall comply with and Owners shall be solely responsible for applicable drainage, water conservation, erosion control and stormwater detention requirements. No alteration of existing grade or any planting, fences or other improvements that alter the flow of water shall be permitted without the express consent of the Design Review Committee, which approval shall be for the exclusive benefit of the Declarant or Association, as applicable, and shall not remove or alter the responsibility of any Owner or builder for compliance with such requirements. Notwithstanding any other provision of this Declaration, neither the Declarant nor the Association shall have the responsibility to ensure that drainage or grading of Lots is properly accomplished. Each Owner shall be solely responsible to ensure that grading and drainage are in compliance with all applicable laws, codes, regulations and other requirements, including without limitation any easements for drainage.

(g) Modifications. Modifications after completion of construction, or additions or changes to the approved plans during construction, must be reviewed and approved. However, review is not required to paint with originally approved materials and colors, or to replace the roof or other components with duplicates of the original material. Significant new landscaping, grading and any removal or substantial pruning of trees or plants must be approved in advance.

Section 4. Review Procedure.

(a) Application. The plans to be submitted for approval shall include (i) the construction plans and specifications, including all materials and colors, (ii) elevations of all proposed improvements (iii) proposed clearing, grading and landscaping, and (iv) all other items required by the Design Review Committee. Plans and specifications for review shall be submitted in the form required by the Design Review Committee.

(b) Uniform Procedures. The Design Review Committee may establish forms and procedures for the review of applications, including review costs and fees, if any, to be paid by the applicant. The Design Review Committee may provide lists of approved materials and may allow for staff review and approval of routine or minor matters.

(c) Basis for Decision. Applications shall be approved or denied based upon overall quality of design, including purely aesthetic considerations at the discretion of the Design Review Committee. If the Design Review Committee rejects an application due to overall design quality or aesthetic considerations, despite compliance with the Design Code, the Design Review Committee may make suggestions for improving the design.

(d) Variances. The Design Review Committee may grant approval notwithstanding normal guidelines based on existing topographical or landscape conditions, existing trees, or architectural merit. Any such variance must be in writing. Approval of a variance does not constitute a precedent for other applications, and such requests may be arbitrarily denied.

(e) Notification; Construction; Inspection. The Design Review Committee shall make best efforts to notify the applicant of its decision within the time allowances set out in its design approval process guidelines. However, a delay in reviewing an application shall not be deemed consent to construction. If approval is given, construction of the improvements may begin. All construction must comply with the submitted plans. The Design Review Committee or its agent may inspect the property during construction but has no obligation to make any such inspection. Any inspection made by the Design Review Committee is made for the benefit of the Design Review Committee or Declarant, and is not made for the benefit of or to be relied upon by any third party or Owner.

(f) Completion. When the primary building and landscaping are completed in substantial compliance with the approved plans and specifications, the Design Review Committee shall issue a Certificate of Substantial Conformance. The Certificate shall describe any areas of deficiency that need to be corrected. All Fines and other enforcement shall be waived so long as the deficiencies are corrected within sixty (60) days. Upon correction of all deficiencies, the Design Review Committee shall issue a Certificate of Completion and Release in recordable form.

(g) Governmental Compliance. Owners are responsible for making sure that construction conforms to governmental regulations and all local building codes. If the Design Review Committee notes noncompliance, the Owner will be required to make the necessary changes. However, the Design Review Committee is not responsible for compliance with governmental requirements.

Section 5. Approval of Architects, Builders.

(a) Architects. Architects, including landscape architects, must be approved by Declarant and the Design Review Committee before submitting plans. Approval shall be based on quality of past work, client satisfaction and understanding of, and willingness to work within the guidance provided herein.

(b) Builders. Builders must be approved by the Declarant or by the Design Review Committee before building in Barclay Place. Approval shall be based on willingness to build in accordance with approved plans and specifications, quality of past work, client satisfaction and financial history. Builders must agree to comply with construction regulations, to dispose of construction debris properly and to build in accordance with the approved plans and specifications. Builders may be required to post a deposit for compliance and damages. Failure to comply may result in Fines, forfeiture of the deposit and revocation of the right to build in the Development.

Section 6. Enforcement.

(a) Fines. The Design Review Committee may require the Builder or Owner to post a deposit from which the Design Review Committee may deduct Fines for failure to comply with the approved plans and specifications, tree regulations and rules for Builder conduct. The collection of a Fine shall not in any way diminish the available remedies at law or equity.

(b) Suit Permitted. If any construction is begun that has not been approved or that deviates from approved plans and specifications, the Design Review Committee, the Declarant or the Association may require the Owner to resolve the dispute through binding arbitration or may bring suit seeking damages, specific performance, declaratory decree and/or injunction, or any other remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Association. If suit is brought and the court finds that the construction was not approved or that the construction deviated from the approved plans or specifications, then the party bringing suit shall also be awarded reasonable attorney's fees, even if the relief requested is not granted.

(c) Trees and Hedges. Improper cutting, removal, lack of care or intentional damage to existing trees and hedges may be subject to the imposition of Fines plus a requirement that the tree be replaced with an approved species of comparable caliper, or, if approved by the Design Review Committee, a combination of trees totaling the caliper of the removed tree, or that hedges be replaced with an approved hedge plant. Fines shall be set by the Design Review Committee.

(d) Drainage. After reasonable notice (except in an emergency), the Declarant or the Association shall have the right but not the obligation to enter onto a Lot and correct improper grading or other modification to the Lot which causes drainage problems. Such corrections shall be made at the cost and expense of the Owner of the Lot, who shall promptly reimburse the Declarant or the Association, as applicable. The Lot shall be subject to a lien for the cost if not paid. The Declarant or the Association, as applicable, shall not be required to repair or replace landscaping or other improvements after such action.

(e) No Waiver. Failure to enforce any provision of this Declaration shall not be deemed a waiver of the right to do so at any time thereafter.

Section 7. Liability. The Design Review Committee and its inspectors are concerned primarily with aesthetic considerations, and are not responsible for compliance with governmental requirements or design or construction defects or use of materials affecting the safety or structural integrity of the building. Approval by the Design Review Committee of an application shall not constitute a basis for any liability of the qualified Architect, Declarant or members of the Design Review Committee, Board of Directors or the Association for failure of the plans to conform to any applicable building codes or inadequacy or deficiency in the plans resulting in defects in the improvements, or for the performance or quality of work of any builder or architect approved by it, or for non-compatible or unstable soil conditions or soil erosion, or any other condition of the property.

Section 8. Satellite Dish and Antenna Installation. In accordance with the rule adopted by The Federal Communications Commission (the "FCC") at Title 47 of the Code of

Federal Regulations, Section 1.4000 (the "FCC Rule") limiting or preempting certain association restrictions on the installation, maintenance and use of certain antennas for direct broadcast satellite service, local television broadcast, multipoint distribution service and fixed wireless signals via satellite, the provisions of this Article I, Section 8 shall govern the installation of satellite dishes and antennas within the Development.

(a) Antenna Size and Type.

(i) Prohibited Antennas. All antennas that are not specifically included within the definition of Exempt Antenna set forth above are prohibited, including without limitation any antenna that receives or transmits signals not included in the definition of DBS, FWS or DMS or television broadcast signals.

(ii) Antennas. Subject to the Design Code, Exempt Antennas may be installed on or within Residential Units.

(iii) Antennas that Transmit Signals. All antennas that are capable of transmitting signals, including FWS antennas, must be labeled to provide notice of radio frequency (RF) safety hazards and reference the applicable FCC-adopted limits on RF exposure; in addition, alls such antennas must be professionally installed.

(b) Location.

(i) Notification. Before or upon installation of an Exempt Antenna, Owners are required to notify the Design Review Committee in writing of the type of Exempt Antenna, the manner of installation and the placement on the Residential Unit, provided, however, that no notification shall be required for installation of any antenna or Exempt Antenna located within the interior of a Residential Unit. Notification shall include provision of the brochure referenced in Article X, Section 8(c)(v) of this Declaration.

(ii) Compliance by Owner. Owners are required to follow this Declaration and Design Review Committee direction as to the placement of the Exempt Antenna unless such placement unreasonably delays the Exempt Antenna's installation, unreasonably increases the cost of its installation, maintenance or use, or prevents the Owner from obtaining an acceptable quality signal.

(iii) Preferred Locations. Any Exempt Antenna shall be installed in locations in the following order of preference:

(2) If acceptable quality signals can be received by placing Exempt Antennas inside a Residential Unit without unreasonable delay or unreasonable cost increase, then outdoor installation is prohibited.

(3) Exempt Antennas must be installed solely within the boundaries of the Residential Unit, not including any Common Area or other area of non-exclusive control, including without limitation any area subject to a Use Easement for the benefit of an adjacent

Residential Unit as designated on the recorded deed and any applicable Declaration.

(4) Exempt Antennas shall be located in a place shielded from view from other Residential Units to the maximum extent possible; provided, however, that nothing in this rule would require installation in an area where an acceptable quality signal cannot be received. This section does not permit installation on Common Areas, even if an acceptable quality signal cannot be received from an individually-owned Lot.

(c) Safety Requirements.

(i) Mast Height. The installation of any Exempt Antenna on a mast greater than twelve (12) feet in height shall require the prior written approval of the Design Review Committee.

(ii) Manufacturer Instructions. Exempt Antennas shall be installed and secured in a manner that complies with all applicable manufacturer's instructions.

(iii) Distances from Hazards. Exempt Antennas shall not be placed within twenty-five (25) feet, or such greater distance as may be required by applicable law, statute, ordinance or easement requirement, of power lines (above-ground or buried) and in no event shall Exempt Antennas be placed where they may come into contact with electrical power lines. This purpose of this requirement is to prevent injury or damage resulting from contact with power lines.

(iv) Grounding. In order to prevent electrical and fire damage, Exempt Antennas shall be permanently and effectively grounded.

(v) Windloading. Exempt Antennas and masts are required to withstand winds of fifty (50) mph as established by the manufacturer's installation and specification brochure, to be provided with the notification given pursuant to Article X, Section 8(c)(v) above.

(vi) Visibility. Exempt Antennas may not obstruct a driver's view of an intersection or street.

(d) Special Provisions Concerning Masts.

(i) Height. Mast height may be no higher than absolutely necessary to receive acceptable quality signals.

(ii) Tall Masts. Masts extending twelve (12) feet or less beyond the roofline may be installed, subject to the regular notification process. Masts extending more than twelve (12) feet above the roofline ("Tall Masts") must be pre-approved due to safety concerns posed by wind loads and the risk of falling antennas and masts. Applications for a Tall Mast must include a detailed description of the structure and anchorage of the Exempt Antenna and the mast, as well as an explanation of the need for a Tall Mast. If this installation will pose a safety hazard to Association residents and personnel, then the Association may prohibit such installation. The notice of rejection shall specify these safety risks.

(iii) Professional Installation. All masts must be installed by licensed and insured contractors.

(iv) Painting. Masts must be painted the appropriate color to match the surroundings.

(v) Location on Roof. Masts installed on a roof shall not be installed nearer to the Lot line than the total height of the mast and antenna structure

(vi) Electric Lines. Masts shall not be installed nearer to electric power lines than the total height of the mast and antenna structure above the roof. The purpose of this regulation is to avoid damage to electric power lines if the mast should fall in a storm.

(vii) Other Property. Masts shall not encroach upon another Owner's Lot, a Use Easement, or any Common Area.

(e) Aesthetic Requirements.

(i) Extension Beyond Structures. Exempt Antennas or masts may not extend above a roof line or beyond a railing or fence unless no acceptable quality signal may be received from this location.

(ii) Ground Locations. Exempts Antennas situated on the ground and visible from the street or from other Lots must be camouflaged by existing landscaping or fencing, if an acceptable quality signal may be received from such placement. If no such existing landscaping or screening exists, the Association may require Exempt Antennas to be screened by new landscaping or screening of reasonable cost.

(iii) Painting. Antennas, masts, and any visible wiring must be painted to match the color of the structure to which it is installed.

(f) Enforcement. In addition to any other right of enforcement set forth in the Declaration or By-Laws, the Association shall have the right to file a petition with the Federal Communications Commission. If the Association believes these rules are violated, the Association may bring an action for declaratory relief with the FCC or any court of competent jurisdiction after notice and an opportunity to be heard. If the court or FCC determines that the Association rule is enforceable, a fine may be imposed pursuant to the Declaration. To the extent permitted by law, the Association shall be entitled to reasonable attorney fees, costs, and expenses incurred in the enforcement of this policy.

(g) Separateness. In the event that any part of provision of this Article X, Section 8 shall be judged unlawful or unenforceable under Tennessee law or the FCC Rule, the remainder of this Resolution shall nonetheless survive and remain in full force and effect.

ARTICLE XI

USE RESTRICTIONS

Section 1. Use Restrictions. In addition to all other covenants contained herein, the use of the Property is subject to the following:

(a) Residential Use. Except as otherwise provided in this Declaration, including Section 1(q) of this Article, each Residential Unit shall be used as a residence and for no other purposes, and there shall not be constructed or maintained upon any Residential Unit more than one single-family residence. Except as otherwise provided in this Declaration, the Common Area shall be used for recreational, social and other purposes directly related to the single-family use of the Residential Units authorized hereunder.

(b) Maintenance of Exterior and Interior. Except as provided in Article IV, Section 1, each Owner shall be responsible for the maintenance of, and shall maintain, the exterior and interior of its Residential Unit, including interior walls, exterior and interior windows, glass, ceilings, floors, doors, windows, and permanent fixtures and appurtenances thereto, in a clean, sanitary, and attractive condition.

(c) Maintenance of Residential Unit. Except as provided in Article IV, Section 1, each Owner shall (1) keep its Residential Unit free from rubbish, litter, and noxious weeds; (2) maintain, cultivate, and keep in good condition and repair shrubs, trees, grass, lawns, plantings, and other landscaping located, or from time to time placed, within the bounds of its Residential Unit; and (3) replace dead plants, shrubs, trees, grass, or landscaping of the same or similar type.

(d) Association to Landscape Common Area. Except as otherwise provided herein, the Association shall have the right and the obligation at any time to plant, replace, maintain, and cultivate shrubs, trees, grass, plantings, and other landscaping upon the Common Area located on the Property, and, subject to the conditions stated below, on all or any portion of a Residential Unit maintained by the Association under Article IV, Section 1. No Owner shall remove, alter, or injure in any way any shrubs, trees, grass, plants or other landscaping placed upon or about a Residential Unit by Declarant or the Association, without first obtaining the written consent of the Board.

(e) Signs and Billboards. No sign or billboard of any kind shall be displayed to the public view on any Residential Unit or portion of the Common Area, except for (1) directional or informational signs, established by Declarant or the Association, (2) signs used by Declarant, or by its successors or assigns, to advertise the Property, provided such signs are located on the Common Area or on Residential Units owned by Declarant, and (3) signs not in excess of six square feet per side erected by an Owner upon that Owner's Residential Unit to advertise the sale of that Unit, provided that the Board may establish or require a common signage system for such purposes.

(f) Quiet Enjoyment. No noxious, offensive or illegal activity shall be carried on, in or upon any Residential Unit or any part of the Property, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood, that shall interfere in any way with any Owner's quiet enjoyment of its respective Residential Unit, or that shall increase the rate of insurance in any way.

(g) Temporary Structures. No structure of a temporary character or other out-building shall be used on any Residential Unit or the Common Area at any time as a residence or otherwise, either temporarily or permanently. Notwithstanding the foregoing, Declarant or its agents shall have the right to conduct any business necessary for the sale of Residential Units, including showing model Units and maintaining a sales and/or construction office on the Common Area or in any Residential Unit owned by Declarant. In furtherance thereof Declarant shall have an easement over all of the Common Area for ingress, egress and parking for itself, its agents, employees, and prospective buyers of Residential Units for so long as Declarant or any subsidiary or affiliated company owns any interest in the Property, and Declarant may block or restrict access over and across roadways so long as access to a particular Unit owned by a Person other than Declarant is not prohibited.

(h) Animals. No animals, reptiles, rodents, livestock, birds, or poultry of any kind shall be raised, bred or kept in or on any Residential Units, except that a maximum of two dogs, cats or such other household pets approved by the Association (or a combination thereof not to exceed a total of two pets) may be kept in a Residential Unit, provided such pets are not kept, bred or maintained for any commercial purposes. Notwithstanding the foregoing, no household fowl may be kept in or about any Residential Unit if such keeping results in an annoyance or is obnoxious to residents in the vicinity. In any event, each Owner shall be absolutely liable to all remaining Owners, their families, guests, invitees and tenants and to the Association for any and all damage to person or property caused by any pets brought or kept in or upon any Residential Unit or on the Common Area by any Owner or by members of its family, guests or invitees. Each Owner shall be responsible for cleaning up after its pet. The Board shall determine conclusively, in its sole and absolute discretion, whether, for the purpose of this Paragraph (h), an animal is appropriately considered as a household pet or not, and whether any household pet is a nuisance and therefore to be removed from the Property.

(i) Garage and Driveways. Every dwelling constructed on a Residential Unit shall contain a garage of sufficient size to hold at least two standard size automobiles. Every garage door shall be equipped with a remote-controlled garage door opener, and every garage door shall be kept closed except when the garage is being entered or exited. All driveways shall be paved with a hard-surfaced material in accordance with the Design Code.

(j) Vehicles. No truck, trailer, camper, boat, van or similar equipment or disabled car shall be permitted to remain upon or within the Common Area unless on a space designated for such use by the Association. No such equipment may be stored or permitted to remain upon or within a Residential Unit or any portion of the Common Area for more than forty-eight (48) hours unless stored in an enclosed garage.

(k) Exterior Structures. No fences, ornamental screens, awnings, screen doors, sunshades, walls, or hedges shall be erected or permitted upon the Property, except such as are installed in accordance with the initial construction of the improvements or approved by the Association as provided in Article X. No building, including out-buildings, patios, fences, and porches, shall be removed from, erected on, placed or altered on any Residential Unit, or any portion of the Common Area, until the construction plans and specifications and a plan showing the exact location of the structure or improvements have been approved in writing by the Design

Review Committee with respect to quality of workmanship and materials, harmony of external design with existing structure or structures, and location as provided in Article XI. Any alteration in the exterior color of any structural improvement shall likewise be subject to the prior approval of the Association. The prohibitions set forth herein shall not apply to Declarant.

(l) Garbage Collection. All rubbish, trash, and garbage shall be removed from the Property regularly and shall not be allowed to accumulate thereon. All refuse containers, clothes lines, woodpiles, storage areas, machinery, or equipment shall be kept in such a manner as not to be visible from neighboring property or contiguous streets. No incinerators shall be kept or maintained on any Residential Unit.

(m) Taxes and Utilities. Each Owner shall pay any real and personal property taxes or charges assessed against his respective Residential Unit and the utility charges for said Residential Unit.

(n) Infections, Plant Diseases or Insects. No Owner shall permit any thing or condition to exist upon any portion of such Owner's Residential Unit that shall induce, breed, or harbor infections, plant diseases, vermin or noxious insects.

(o) Reasonable Inspection and Entry. The Board shall have the right of inspection and entry in order to perform the duties and obligations of the Board under this Declaration and under the Bylaws. In addition, the Declarant, the Association, and their designees shall have the right to enter upon a Unit for the purpose of cutting grass, hedges and shrubbery and providing maintenance agreed upon with the Owner thereof.

(p) Trade or Business. No gainful profession, occupation, trade or other nonresidential use shall be conducted in any Residential Unit or upon the Common Area or any portion thereof without the prior approval of the Board. The Board may disapprove such a trade or business in the event that it determines that the trade or business would have a negative impact on the Property, including, without limitation, creating problems related to traffic, parking or security. In determining whether to approve a trade or business conducted in a Residential Unit, the Board shall be provided with detailed information on (i) the type of trade or business and (ii) the activities related thereto that could potentially affect the Property. In the event that the Board approves a certain trade or business (the "Approved Use"), then so long as the activities related to that Approved Use do not materially change from the activities described to and approved by the Board, the Board (whether or not the composition of the Board changes) shall not have the right to disapprove the Approved Use after the date of the original approval.

(q) Compliance with Law. The Association and each Owner shall comply promptly with all laws, statutes, ordinances, rules and regulations of federal, state or municipal governments or authorities applicable to use, occupancy, construction and maintenance of any improvements upon the Residential Units.

(r) Damage from Plants. No Owner shall permit any plant, tree, shrubbery or other similar item to exist upon any portion of such Owner's Residential Unit that shall damage or create a nuisance on another Residential Unit or that has not been approved by the Design Review Committee. The Board shall determine conclusively, in its sole and absolute discretion, whether, for the purpose of this paragraph, a particular plant, tree, shrubbery, or other similar item is a nuisance and therefore to be removed from the Property.

(s) Drapes. Any drapes or window treatments in any Residential Unit which can be seen from the exterior of a Residential Unit shall be lined or backed with material which is white, off-white or neutral so that no other color other than these hereinabove set out can be seen on the window treatment from the exterior, except as may be approved by the Design Review Committee.

(t) Wells. No private wells may be drilled or maintained on any Lot without the prior written consent of the Design Review Committee.

(u) Laundry. Without the express permission of the Design Review Committee, no Owner, guest, or tenant, shall hang laundry from any area within or outside a Residential Unit if such laundry is within the public view, or hang laundry in full public view to dry, such as on balcony or terrace railings.

(v) Firearms. Discharge of firearms is prohibited; provided, the Board shall have no obligation to take action to prevent or stop such discharge.

(w) Leases. Recognizing that the purposes of this Declaration may be frustrated by the presence of non-Owner occupied Residential Units, the Association expressly reserves the right, from time to time, to regulate the term of leases, require an Owner occupy a Residential Unit for a set period or percentage of time or establish other rules and regulations that encourage Owner occupancy of Residential Units.

Section 2. Restrictions on Building, Resale.

(a) Restriction; Purpose. To allow for community development and to discourage speculation that results in empty lots, the Owner of a Lot must substantially complete construction of a primary building on the Lot, in accordance with plans and specifications approved by the Design Review Committee, within a limited period of time (the "Construction Period") as described in Section 4, unless the deed or other recorded instrument from the Declarant releases or modifies the restriction as to that Lot. Notwithstanding the foregoing, each contract for sale of a Lot may provide specific periods for required completion of architectural review and construction. Such provisions, if included in any contract, shall be controlling as set forth therein.

(b) Completion. A primary building shall be considered complete when it has received a Certificate of Substantial Conformance as described in Article X, Section 4(f), and satisfies the requirements for receiving a certificate of occupancy from the City of Franklin.

(c) Holder of Rights. The right to enforce the provisions set forth in this Section 2 is held originally by the Declarant, who may assign these rights on a non-exclusive basis at any time to the Design Review Committee or to the applicable Association or management entity, each of whom may thereafter assign such rights to such persons. The time limit for construction does not apply to any Lots held by the Declarant or any entity related to or affiliated with Declarant. At the end of the Development Period all of the Declarant's rights under this Section shall be automatically assigned to the Association.

Section 3. Architectural Review; Time Limit. Unless otherwise specified in the purchase contract, deed or other recorded instrument from the Declarant, Owner shall:

(a) Submit initial plans and begin the architectural review process within three (3) months from the closing date of the purchase of the Lot;

(b) Begin construction of a primary building on the Lot, in accordance with approved plans and specifications, within twelve (12) months from the sale closing date (the "Construction Start Date");

(c) Diligently pursue construction once construction has begun; and

(d) Substantially complete the building, including landscaping, within nine (9) months from the Construction Start Date (the "Required Completion Date").

Failure to make significant progress during any thirty-day period shall be considered a failure to diligently pursue construction under (c). The time periods in (b) and (d) shall be extended for casualty, extreme material shortages, extreme weather conditions or other significant matters beyond the builder's control.

Section 4. Enforcement. If Owner fails to comply with the requirements of Section 3 above or if Owner deviates from the approved plans and specifications and fails, after reasonable notice, to correct the deviation, then, in addition to any contractual remedy, Declarant shall have the following options:

(a) The right, but not the obligation, to repurchase the Lot for a total purchase price equal to the amount paid by Owner to Declarant or any related entity for the purchase of the Lot or the current fair market value of the Lot, whichever is less, plus the cost or fair market value, whichever is less, of any improvements made in accordance with plans approved by the Design Review Committee. Any mortgage or lien on the Parcel, all closing costs for the repurchase and a resale fee of ten percent (10%) shall be deducted from the amount required to be paid to Owner by Declarant.

(b) The right to receive the difference between the amount paid by Owner to Declarant (increased by the cost or fair market value, whichever is less, of any improvements made in accordance with plans approved by the Design Review Committee) and the resale price of the Lot. Such amount will be both the personal obligation of the Owner under this agreement and a lien on the Lot.

Unless Owner has obtained a Certificate of Completion and Release, and except as provided in Section 5 below, Declarant may exercise its rights against Owner at any time before the Required Completion Date or within two (2) years after the Required Completion Date. Declarant may preserve its enforcement rights by recording, within two (2) years after the Required Completion Date, a lien or other notice of its intent to exercise its rights. Declarant may assign any or all of its rights under this Article XI, Section 4, and may exercise any of its rights through an assignee or other designee.

Section 5. Subordination to Mortgage.

(a) Effect. Declarant and any designee or assignee of Declarant's rights under Section 4 agrees to subordinate its right of repurchase to the first mortgage or deed of trust liens of an institutional Mortgagee (specifically including but without limitation Fannie Mae and any bank, savings and loan association or insurance company) under the terms of this section, which shall be effective whether or not noted in the deed. Any other Mortgagee in granting a mortgage or other lien will be subject to this right of repurchase and agrees to these terms. Except as described in this section, the right of repurchase by Declarant or its applicable designee or assignee shall not be subordinate to any other encumbrances.

(b) Assumption of Mortgage. Notwithstanding the foregoing subordination provisions, if Declarant exercises its right of repurchase while Mortgagee's mortgage or other lien encumbers the Lot, Declarant shall take the Lot subject to the mortgage or other lien, and Mortgagee in granting a mortgage or other lien subject to this right of repurchase agrees to allow Declarant or its applicable designee or assignee to repurchase the Lot subject to the mortgage or such other lien, and such conveyance shall not constitute an event of default under such mortgage or deed of trust.

(c) Mortgage Foreclosure. If Mortgagee seeks to foreclose the lien of its mortgage or other lien or accepts a deed in lieu of foreclosure before the Required Completion Date or within two (2) years thereafter and Declarant has not provided a release and satisfaction of its rights as provided in Section 4, Declarant shall be notified of the foreclosure action or conveyance and Declarant shall be deemed one of the "parties interested" pursuant to T.C.A. § 35-5-104. Declarant's rights of enforcement under Section 5 shall not be extinguished by foreclosure or deed in lieu of foreclosure but shall continue as a restriction on the Lot.

(d) Extension. If Mortgagee has acquired title through a foreclosure or a deed in lieu, then Mortgagee may give notice to Declarant that it wishes to extend the Required Completion Date. Declarant shall be given thirty (30) days after such notice from Mortgagee in which to exercise a repurchase right by payment to Mortgagee of the amount obtained or bid by the Mortgagee in such foreclosure (or amount owed, for deed in lieu), plus interest at the stated rate of the note (not default rate) provided by the mortgage or deed of trust at the time of foreclosure or deed in lieu. Declarant may exercise such rights whether or not the conditions for default under Section 4 above are met at the time the notice is given. If Declarant does not exercise its repurchase right, then Declarant shall grant, in recordable form, an extension of the construction period provided in Section 3 above as follows:

(1) If construction of the primary building has not begun, the date of the foreclosure or deed in lieu shall be considered the new closing date.

(2) If construction of the primary building has begun, Mortgagee shall have a new Construction Start Date of six (6) months from the date of the foreclosure or deed in lieu, to allow Mortgagee to contract with a builder and to complete the architectural review process for any modifications to the approved plans and specifications. Mortgagee or Mortgagee's assignee must then diligently pursue construction and substantially complete the building, including landscaping, within a reasonable time, based on the amount of completion. The amount of time to complete construction shall not exceed the time which would have been allowed under Section 3(d) above, beginning from the new Construction Start Date.

(3) During any period of extension, the Mortgagee shall comply with all restrictions on the Lot, including without limitation keeping the Lot free of debris, mowed and otherwise in a sightly condition.

Subject to the extended dates, Declarant's rights of enforcement under Section 5 shall continue as a restriction on the Lot.

Section 6. Resale Restriction. If Owner (including a lender who acquires title) has not constructed a building on the Lot in accordance with approved plans and specifications prior to reselling the Lot, the Lot shall remain subject to all restrictions and the foregoing right of repurchase. Except as modified under Section 6, the Plan Submittal Date, Construction Start Date and Completion Date shall continue to run from the closing date from Declarant or other grantor to the original Owner, not the resale.

Section 7. Additional Restrictions. The Board of Directors shall be entitled to invoke additional rules and regulations from time to time for the operation, use and maintenance of the Property located within its jurisdiction, including the Units and the Common Area, provided such rules and regulations are not inconsistent with this Declaration.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Association or the owner of any of the Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded. After the initial thirty (30) year term has expired, the term of this Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by sixty-seven percent (67%) of the then Owners, has been recorded within the year preceding the beginning of each successive ten-year period, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same.

Section 2. Amendment. This Declaration may be amended by a sixty-seven percent (67%) affirmative vote of the Members present at any duly called meeting, and the written approval of the Class "B" Member so long as the Class "B" membership exists. Any amendment shall not become effective until recorded in the Register's Office of Williamson County, Tennessee. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. Prior to the conveyance of the first Lot to a party other than Builder, Declarant may unilaterally amend this Declaration. After such conveyance, the Declarant may unilaterally amend this Declaration so long as such amendment is designed to comply with any law, regulation or provision of the Federal Home Loan Mortgage Corporation or Federal National Mortgage Association.

Section 3. Indemnification. The Association shall indemnify its officers and directors against any and all expenses and liabilities, including attorney fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other controversy or proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party, or may become involved, by reason of being or having been an officer or director of the Association. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 4. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his or her right of enjoyment to the Common Area and facilities to the members of his or her family, tenants and social invitees, subject to such rules and regulations as the Board of Directors may adopt.

Section 5. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Residential Unit and such portion or portions of the Common Area adjacent thereto or as between adjacent Residential Units, due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed or altered thereon (in accordance with the terms of this Declaration) to a distance of not more three (3) feet, as measured from any point on the common boundary between each Residential Unit and the adjacent portion of the Common Area or as between said adjacent Residential Units, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an owner, tenant or the Association. There also shall be reciprocal appurtenant easements of encroachment as between each Residential Unit and such portion or portions of the Common Area adjacent thereto or as between adjacent Residential Units, due to the placement or settling or shifting of roof overhangs, downspouts, gutters, eaves, foundations or fireplaces/chimneys constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than three (3) feet, as measured from any point on the common boundary between each Residential Unit and the adjacent portion of the Common Area or as between said adjacent Residential Units, as the case may be, along a line perpendicular to such boundary at such point.

In the event that any streets or roadways granting ingress or egress to a Residential Unit are included in the Common Area, all Owners of such Residential Units shall have a permanent easement for ingress and egress over such streets or roadways. Any conveyance or encumbrance of such streets or roadways shall be subject to such easement.

Section 6. Easements for Utilities, Etc.

(a) There is hereby reserved unto Declarant, so long as the Declarant owns any property described on Exhibit A, the Association and the designees of each (which may include, without limitation, The City of Franklin and/or Williamson County, Tennessee, and any utility), blanket easements upon, across, over, and under all of the Common Area and, to the extent shown on any plat, over the Units for ingress, egress, installation, replacing, repairing, and maintaining cable television systems, master television antenna systems, security, and similar systems, roads, walkways, bicycle pathways, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas, and electricity.

(b) Declarant hereby reserves unto itself and the Association, or their duly authorized agents and representatives, such easements as are necessary to perform the duties and obligations of the Association as set forth in this Declaration, Bylaws and Association rules.

(c) Notwithstanding anything herein to the contrary, this Declaration and the conveyance of each Residential Unit shall be subject to all easements heretofore or hereafter granted by Declarant or by the Board for the installation and maintenance of utilities and drainage facilities necessary for the development of the Property.

(d) Whenever sanitary sewer connections, water connections, or electricity, data, television, gas or telephone lines are installed within the Property, which connections or any portion thereof lie in or upon the Common Area or Residential Units owned by Owners other than the Owners of the Residential Units served by said connections, the Owner of each Residential Unit served by said connections shall have the right, and hereby is granted an easement to the full extent necessary therefor, to enter upon or have the utility companies enter upon the Residential Unit or Common Area upon which said connections, or any portion thereof, lie for the purpose of repairing, replacing and generally maintaining said connections as and when the same may be necessary.

(e) Whenever sanitary sewer connections, water connections, or electricity, data, television, gas or telephone lines are installed within the Property, which connections serve more than one Residential Unit, the owner of each Residential Unit served by said connections shall be entitled to full use and enjoyment of such portions of said connections as serve his Residential Unit.

(f) In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, then upon the written request to the Association of any one of such Owners, the matter shall be submitted to the Board, which shall decide the dispute and make a Special Assessment against any or all of the Owners involved, which Special Assessment shall be collected and enforced in the manner provided by Article IX of this Declaration.

(g) Each of the easements provided for in this Declaration shall be deemed established upon the recordation of this Declaration and thenceforth shall be deemed covenants running with the land for the use and benefit of the Residential Units and the Common Area, as the case may be, superior to all other encumbrances applied against or in favor of any portion of the Property. In furtherance of the easements provided for in this Declaration, the individual deeds to Residential Units may, but shall not be required to, set forth said easements.

Section 7. Yard Easements. To allow the most efficient use of a Lot, while complying with governmental setback requirements, a portion of a Lot along a Lot line may be subject to an easement for use by the adjoining Lot Owner. Such easements may be designated on the Final Plan, a Supplemental Declaration, the Design Code, or on the deed from the Declarant to an Owner.

Section 8. Construction and Sale by Declarant. Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Residential Units shall continue, it shall be expressly permissible for Declarant to construct, maintain and carry on upon portions of the Property, other than Residential Units owned by persons other than Declarant, such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such residences, including, but not limited to, business offices, signs, Residential Units, utilities, model units, and sales offices, and the Declarant and its invitees shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use Residential Units owned by the Declarant as models and sales offices. This Section may not be amended without the express written consent of the Declarant.

Section 9. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect. Each covenant and restrictions hall be enforced to the fullest extent permitted by law.

Section 10. Right of Entry. The Association shall have the right to enter into any Residential Unit for emergency, security, and safety, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance, personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. It is intended that this right of entry shall include the right of the Association to enter a Residential Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board. The Board may levy a Special Assessment against such Owner equal to the cost and expense incurred by the Association in curing such condition.

Section 11. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 12. Use of the Words "Barclay Place". No Person shall use the words "Barclay Place" or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant.

Section 13. Right of Action. All Owners hereby acknowledge and agree that the Association shall not be entitled to institute any legal action against anyone on behalf of any or all of the Owners which is based on any alleged defect in any Unit or the Common Area, or any damage allegedly sustained by any Owner by reason thereof, but rather, that all such actions shall be instituted by the Person(s) owning such Units or served by such Common Area or allegedly sustaining such damage. Notwithstanding the above, once Declarant no longer has the right to appoint and remove directors and officers, as set forth in the Bylaws, the Board of Directors may negotiate the resolution of any alleged defect(s) in the Common Area on behalf of the Owners and shall have the right and authority to settle and release on behalf of any and all of the Owner's claims, causes of action, damages and suits involving the same. Any such settlement and release shall bind all Owners and their successors and assigns.

Section 14. Disclosures. Each Owner acknowledges the following:

(a) The Project is located adjacent to thoroughfares that may be affected by traffic and noise from time to time and may be improved and/or widened in the future.

(b) The views from an Owner's Unit may change over time due to, among other circumstances, additional development and the removal or addition of landscaping.

(c) No representations are made regarding the zoning of adjacent property, or that the category to which adjacent property is zoned may not change in the future.

(d) No representations are made regarding the schools that currently or may in the future serve the Development or any Unit.

(e) Since in every neighborhood, there are conditions that different people may find objectionable, it is acknowledged that there may be conditions outside of the Property that an Owner may find objectionable and that it shall be the sole responsibility of the Owners to become acquainted with neighborhood conditions that could affect the Unit.

(f) All Owners acknowledge and understand that Declarant and Builders will be constructing/renovating portions of the Development and engaging in other construction activities related to the construction of Common Areas and improvement of Units. Such construction activities may, from time to time, produce certain conditions on the Development, including, without limitation: (A) noise or sound that is objectionable because of its volume, duration, frequency or shrillness; (D) smoke; (C) noxious, toxic, or corrosive fumes or gases; (D) obnoxious odors; (E) dust, dirt or flying ash; (F) unusual fire or explosion hazards; (G) temporary interruption of utilities; and/or (H) other conditions that may threaten the security or safety of persons on the Development. Notwithstanding the foregoing, all Owners agree that such conditions on the Development resulting from renovation and construction activities shall not be deemed a nuisance and shall not cause Declarant and its agents to be deemed in violation of any provision of the Declaration.

ARTICLE XIII

DECLARANT'S RIGHTS

Section 1. Withdrawal or Addition of Property. Declarant reserves the right to amend this Declaration, for the purpose of removing any portion of the Property that has not yet been improved with structures from the coverage of this Declaration or to add additional property to be subject to this Declaration. Such amendment shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn, if not the Declarant. If the property is Common Area, the Association shall consent to such withdrawal.

Section 2. Marketing and Sales Activities. Declarant and builders authorized by Declarant may construct and maintain upon portions of the Development and the Common Area such facilities and activities as, in Declarant's sole opinion, may be reasonably required, convenient, or incidental to the construction or sale of Lots, including, but not limited to, business offices, signs, model units, and sales offices. Declarant and authorized Builders shall have easements for access to and use of such facilities at no charge.

Section 3. Right to Develop. Declarant and its employees, agents, and designees shall have a right of access and use and an easement over and upon all of the Common Area for the purpose of making, constructing and installing such improvements to the Common Area as it deems appropriate in its sole discretion.

Section 4. Right to Approve Changes in Design Standards. No amendment to or modification of any restrictions and rules or architectural guidelines shall be effective without prior notice to and the written approval of Declarant so long as Declarant owns property subject to this Declaration or which may become subject to this Declaration in accordance with this Article.

Section 5. Right to Transfer or Assign Declarant Rights. Any or all of Declarant's special rights and obligations set forth in this Declaration or the By-Laws may be transferred in whole or in part to other Persons; provided, the transfer shall not reduce an obligation nor enlarge a right beyond that which Declarant has under this Declaration or the By-Laws. No such transfer or assignment shall be effective unless it is in a written instrument Declarant signs and records. The foregoing sentence shall not preclude Declarant from permitting other Persons to exercise any right reserved to Declarant in this Declaration as an agent, employee or contractor of Declarant where Declarant does not intend to transfer such right in its entirety, and in such case it shall not be necessary to Record any written assignment unless necessary to evidence Declarant's consent to such exercise.

Section 6. Easement to Inspect and Right to Correct. Declarant reserves for itself and others it may designate the right to inspect, monitor, test, redesign, and correct any structure, improvement, or condition which may exist on any portion of the Property, including Lots, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a Parcel shall be only after reasonable notice to the Owner, and no entry into a dwelling shall be permitted without the consent of the Owner. The person exercising this easement shall promptly repair, at such person's own expense, any damage resulting from such exercise.

Section 7. Termination of Rights. The rights contained in this Article shall not terminate until the earlier of (a) forty (40) years from the date this Declaration is recorded; or (b) recording by Declarant of a written statement that all sales activity has ceased.

ARTICLE XIV

SPECIAL FHLMC PROVISION

Section 1. Restrictions on Certain Acts. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least two-thirds (2/3) of the first Mortgagees or Members representing at least two-thirds (2/3) of the total Association vote entitled to be cast thereon consent, the Association shall not:

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

(b) change the method of determining the obligations, Assessments, dues, or other charges which may be levied against an Owner of a Unit (A decision, including contracts, by the Board shall not be subject to this provision where such decision is otherwise authorized by this Declaration.);

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

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

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

Section 2. Rights of First Mortgagees. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

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

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

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

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

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

ARTICLE XV

SPECIAL PROVISIONS FOR THE CITY OF FRANKLIN, TENNESSEE

Section 1. Regulation By The City of Franklin. Each Owner hereby agrees that the City is authorized and empowered to require the Association and each Owner, jointly and/or severally, to provide for the orderly maintenance and upkeep of the Common Areas. In the event that the City, or any agent thereof, determines that the Common Areas are being maintained in a manner that is dangerous or detrimental to the health, safety and welfare of the community, pursuant to the provisions of the Franklin Municipal Charter and Code, the City and its agents, may upon ten (10) days notice to the Association enter upon the Common Areas and make any repairs or improvements to the Common Areas that the City and its agents deem necessary to remedy such conditions. Thereafter, the Association and each Owner shall be obligated to pay to the City its costs for all improvements, work and/or labor, supplied or furnished to the Common Areas. The obligation to pay said costs shall be a personal obligation of the Association and each Owner, jointly and severally. All such costs shall be paid to the City within five (5) days of receipt from the City of a statement for such costs, which receipt shall be required to be served upon the President of the Association only. All Owners hereby waive notice of receipt of said statement for such costs. In order to secure payment at and after the due date, there shall arise a continuing lien and charge against each lot in favor of the City, the amount of which shall include costs and reasonable attorneys' fees to the extent permissible by law. The City may bring an action at law against the Association and/or any Owner, or foreclose the lien against any property owned by any Owner. However, it is understood that any such lien in favor of the City shall be subordinate to the lien of any deed of trust placed upon the property for the purpose of securing indebtedness incurred to purchase or improve such property. Neither the Association nor any Owner may waive or otherwise escape liability for the cost incurred by the City as described herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration effective as of the date first set forth above.

PSP BARCLAY PARTNERS, LLC, a Tennessee limited liability company

By: PEARL STREET PARTNERS, LLC, a Tennessee limited liability company, its Sole Member

By: [signature]
KHRIS D. PASCARELLA
Chief Manager

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Before me, Melinda A. Gray, a Notary Public of said County and State, personally appeared KHRIS D. PASCARELLA, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Manager of PEARL STREET PARTNERS, LLC, a Tennessee limited liability company, the Sole Member of PSP BARCLAY PARTNERS, LLC, the within named bargainor, a Tennessee limited liability company, and that he as such Chief Manager of the Sole Member executed the foregoing instrument for the purposes therein contained, by personally signing the name of the limited liability company by himself as Chief Manager of the Sole Member.

Witness my hand and seal, at Office in Franklin, Tennessee, this 3rd day of December, 2009.

MELINDA A. GRAY STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF DAVIDSON
MY COMMISSION EXPIRES: MAY 8, 2012

Melinda A. Gray
Notary Public
My Commission Expires: 05-08-12

EXHIBIT A

PROPERTY DESCRIPTION

BEING A COMBINATION OF LANDS CONVEYED TO TYWATER DEVELOPMENT GROUP, LLC (DB 3795, PG 624; DB 3795, PG 627; DB 4484, PG 719) IN THE FIFTH CIVIL DISTRICT OF WILLIAMSON COUNTY, TENNESSEE BOUNDED ON THE NORTH BY WILLOW SPRINGS BLVD., EAST BY DOWNS BLVD., SOUTH BY HARDISON HILLS AND ROLLING MEADOWS AND WEST BY HORTON LANE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON PIN ON THE WESTERLY RIGHT-OF-WAY LINE OF DOWNS BOULEVARD AND THE SOUTH RIGHT-OF-WAY LINE OF WILLOW SPRINGS BOULEVARD;

THENCE, WITH SAID WESTERLY RIGHT-OF-WAY LINE OF DOWNS BOULEVARD THE FOLLOWING TWO CALLS: SOUTH 08 DEGREES 26 MINUTES 41 SECONDS WEST - 86.61 FEET TO A SET IRON ROD; ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1288.04 FEET AND AN ARC LENGTH OF 1621.99 FEET, WITH A CHORD BEARING AND DISTANCE OF SOUTH 27 DEGREES 11 MINUTES 21 SECONDS EAST - 1516.92 FEET TO AN EXISTING IRON ROD IN THE NORTHERN LINE OF HARDISON HILLS, SECTION 1, AS OF RECORD IN PLAT BOOK 33, PAGE 25, R.O.W.C., TN;

THENCE WITH THE LINE OF HARDISON HILLS, SECTION 1, THE FOLLOWING TWO CALLS: NORTH 89 DEGREES 46 MINUTES 35 SECONDS WEST - 257.90 FEET TO AN EXISTING IRON ROD; SOUTH 05 DEGREES 43 MINUTES 52 SECONDS WEST - 80.17 FEET TO A FENCE POST ON THE NORTH LINE OF ROLLING MEADOWS SUBDIVISION, BY PLAT OF RECORD IN PLAT BOOK 2, PAGE 46 R.O.W.C., TN;

THENCE, WITH THE EXISTING FENCE LINE, AND THE NORTHERLY LINE OF ROLLING MEADOWS SUBDIVISION THE FOLLOWING SIX CALLS: N 88 DEGREES 24 MINUTES 42 SECONDS W - 158.96' TO A FENCE POST; S 13 DEGREES 34 MINUTES 39 SECONDS W - 61.39' TO A FENCE POST; N 79 DEGREES 36 MINUTES 25 SECONDS W - 66.37' TO AN EXISTING IRON PIPE IN SAID FENCE LINE; N 79 DEGREES 06 MINUTES 11 SECONDS W - 239.95' TO AN EXISTING IRON PIPE IN SAID FENCE LINE; N 78 DEGREES 59 MINUTES 33 SECONDS W - 462.11' TO AN EXISTING CAPPED IRON ROD (RANDOLPH L. CHAPDELAINE, TN. R.L.S. #1444) IN SAID FENCE LINE; N 79 DEGREES 03 MINUTES 47 SECONDS W, PASSING A PLANTED CONCRETE CYLINDER AT THE BASE OF A FENCE POST AT 270.65' AND A TOTAL DISTANCE OF 300.79' TO A SET NAIL IN THE CENTER OF HORTON LANE;

THENCE, WITH THE CENTER OF HORTON LANE THE FOLLOWING TWO CALLS: NORTH 07 DEGREES 33 MINUTES 07 SECONDS EAST – 65.95 FEET TO AN EXISTING NAIL; NORTH 07 DEGREES 32 MINUTES 27 SECONDS EAST – 1392.01 FEET TO AN EXISTING NAIL IN THE CENTER OF HORTON LANE AND THE SOUTH RIGHT-OF-WAY LINE OF WILLOW SPRINGS BOULEVARD;

THENCE, WITH THE SOUTH RIGHT-OF-WAY LINE OF WILLOW SPRINGS BOULEVARD, SOUTH 82 DEGREES 42 MINUTES 32 SECONDS EAST – 622.34 FEET TO THE POINT OF BEGINNING AND CONTAINING 29.960 ACRES, MORE OR LESS.

THE DESCRIPTION OF THE PROPERTY WAS OBTAINED FROM A SURVEY DATED MAY 23, 2008, PREPARED BY JERRY SWORDS, JR. RLS #1806 OF LANDDESIGN SURVEYING.

<u>EXHIBIT B</u>

ASSOCIATION CHARTER

(SEE ATTACHED)

Secretary of State
Division of Business Services
312 Rosa L. Parks Avenue
6th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

DATE: 08/10/09
REQUEST NUMBER: 6579-3080
TELEPHONE CONTACT: (615) 741-2286
FILE DATE/TIME: 08/10/09 1555
EFFECTIVE DATE/TIME: 08/10/09 1555
CONTROL NUMBER: 0607783

BK: 4902 PG: 586-589
09037607

4 PGS : AL - CHARTER
JESSICA BATCH: 157636
08/20/2009 - 08:11:24 AM

BATCH	157636
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	5.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	7.00

STATE OF TENNESSEE, WILLIAMSON COUNTY
SADIE WADE
REGISTER OF DEEDS

TO:
STITES & HARBISON PLLC
401 COMMERCE ST
STE 800
NASHVILLE, TN 37219

Pick Up

RE:
BARCLAY PLACE HOMEOWNERS ASSOCIATION, INC.
CHARTER - NONPROFIT

CONGRATULATIONS UPON THE INCORPORATION OF THE ABOVE ENTITY IN THE STATE OF TENNESSEE, WHICH IS EFFECTIVE AS INDICATED.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF STATE ON OR BEFORE THE FIRST DAY OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE CORPORATION'S FISCAL YEAR. ONCE THE FISCAL YEAR HAS BEEN ESTABLISHED, PLEASE PROVIDE THIS OFFICE WITH THE WRITTEN NOTIFICATION. THIS OFFICE WILL MAIL THE REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE CORPORATION AT THE ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING ADDRESS PROVIDED TO THIS OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO MAINTAIN A REGISTERED AGENT AND OFFICE WILL SUBJECT THE CORPORATION TO ADMINISTRATIVE DISSOLUTION.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE. PLEASE BE ADVISED THAT THIS DOCUMENT MUST ALSO BE FILED IN THE OFFICE OF THE REGISTER OF DEEDS IN THE COUNTY WHEREIN A CORPORATION HAS ITS PRINCIPAL OFFICE IF SUCH PRINCIPAL OFFICE IS IN TENNESSEE.

FOR: CHARTER - NONPROFIT

ON DATE: 08/10/09

FEES
RECEIVED: $100.00 $0.00

TOTAL PAYMENT RECEIVED: $100.00

RECEIPT NUMBER: 00004657307
ACCOUNT NUMBER: 00583060

FROM:
STITES & HARBISON, PLLC (401 COMMERCE ST
401 COMMERCE STREET
SUITE 800
NASHVILLE, TN 37219-0000

THE GREAT SEAL OF THE STATE OF TENNESSEE
XVI
AGRICULTURE
COMMERCE
1796

Tre Hargett
TRE HARGETT
SECRETARY OF STATE

SS-4458

CHARTER OF BARCLAY PLACE HOMEOWNERS ASSOCIATION, INC.

The undersigned natural person, having capacity to contract and acting as the incorporator of a corporation under the Tennessee Nonprofit Corporation Act, adopts the following charter for such corporation:

Section 1. The name of the corporation is BARCLAY PLACE HOMEOWNERS ASSOCIATION, INC.

Section 2. The duration of the corporation is perpetual.

Section 3. The address of the principal office of the corporation in the State of Tennessee shall be 205 Powell Place, Brentwood, Tennessee 37027-7525.

Section 4. The corporation is not for profit. The corporation is a mutual benefit corporation.

Section 5. The name and address of the incorporator of the corporation is J. Bryan Echols, 401 Commerce Street, Suite 800, Nashville, Tennessee 37219.

Section 6. The purpose for which the corporation is organized is to provide an entity for the administration and operation of the residential units situated in the development known as Barclay Place (hereinafter collectively called the "Property" and the individual units that comprise the Property are herein collectively and individually called the "Units"), in accordance with the provisions of that certain Declaration pertaining to said subdivision and filed or to be filed of record in the Register's Office for Williamson County, Tennessee (hereinafter called the "Declaration"), and to use the funds thereby created to provide and pay for such services and things as the corporation shall deem necessary or advisable from time to time for the maintenance, improvement, and general benefit of said Property, including the approaches thereto and adjacent streets and rights-of-way, all to be in accordance with the provisions of said Declaration, and to do all such other acts and things that the corporation shall deem reasonable or necessary in connection with the foregoing purposes and to do all such other acts or things as may be allowable under applicable law, including the Tennessee Nonprofit Corporation Act, as amended from time to time.

Section 7. The corporation shall have members. The members of the corporation shall be as set forth in the By-laws and Declaration. The membership of a member shall terminate upon the sale, transfer, or other disposition of his or its ownership interest in a Unit. Change of membership in the corporation shall be consummated by the transfer of title to a Unit as set forth in the Declaration. Membership shall not terminate upon the death or termination of existence of any member. Each membership is transferable, but only to the extent set forth in Article 8 hereof.

Section 8. Every person or entity owning a Unit of record or hereafter acquiring either the entire fee title or an undivided interest in the fee title to any Unit shall be a member of the corporation. (The foregoing is not intended to include persons or entities holding an interest in a Unit merely as security for the performance of an obligation.) Membership shall be appurtenant to the ownership of a Unit and a member's interest in the corporation cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to the ownership of a Unit.

Section 9. The voting rights of members shall be as set forth in the Bylaws.

Section 10. The following individuals shall serve as the initial directors (collectively, the "Board"):

Khris Pascarella

Logan Pascarella

Kim Whitfield

Section 11. No director elected by the members of the corporation shall receive compensation for any service rendered to the corporation. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to any of its officers, directors, or any other private individual, except that the corporation shall be authorized to pay reasonable compensation for services rendered to or for the corporation affecting one or more of its purposes, and to make payments and distributions in furtherance of the purposes set forth herein, and no officer or director of the corporation or any private individual shall be entitled to share in the distribution of any of the corporate assets upon the dissolution of the corporation.

Section 12. The Board is expressly authorized to (a) take, on written consent without a meeting, any action that it could take by means of a regularly called and held meeting, provided that such written consent sets forth the action so taken and is signed by a majority of the directors; (b) adopt, amend, restate, or repeal any of the corporation's Bylaws; (c) by a vote of a majority of the entire Board, remove a member of the Board with cause.

Section 13. The corporation shall be a mutual benefit corporation. The corporation may be dissolved in the event that the Property is removed from a condominium form of ownership.

Section 14. Every director or officer of the corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed on such director or officer in connection with any controversy or proceeding to which he or she may be made a party, or may become involved, by reason of being or having been a director or officer at the time such expenses or liabilities are incurred, except in cases where such director or officer is adjudged to be guilty of willful misfeasance or malfeasance in the performance of his or her duties of office; provided, that in the event of a settlement of any such controversy or proceeding, the indemnification herein shall apply only when the Board approves such settlement and any related reimbursement as being in the best interests of the corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which any director or officer may be entitled.

Section 15. A director of the corporation shall not be liable to the corporation or its members for monetary damages for breach of fiduciary duty as a director; provided, however, that this provision does not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the corporation or its members, (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, or (iii) for a distribution to members that is unlawful. If Tennessee law is amended or modified to authorize corporate action eliminating or further limiting the personal liability of directors, the liability of a director of the corporation shall be eliminated or limited, without the necessity of further amendment of this Charter, to the fullest extent permitted by Tennessee law. Any repeal or modification of the provisions of this Article 15 shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification.

Section 16. The address of the registered office and the registered agent for the corporation shall be Khris Pascarella, 205 Powell Place, Brentwood, Tennessee 37027-7525.

J. BRYAN ECHOLS, Incorporator

EXHIBIT C

ASSOCIATION BYLAWS

BY-LAWS OF BARCLAY PLACE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
MEMBERS

Section 1. Identity.

(a) These are the Bylaws of BARCLAY PLACE HOMEOWNERS ASSOCIATION, INC. (the "Association"), a not for profit corporation, incorporated under the laws of the Tennessee Nonprofit Corporation Act.

(b) The Association has been organized for the purpose of serving as the property owners association for the residential development known as BARCLAY PLACE, in accordance with the Declaration of Barclay Place dated December 4, 2009, and filed of record in the Register's Office for Williamson County, Tennessee (as the same may be modified, amended or restated, the "Declaration"). All capitalized terms not otherwise defined herein shall have the meanings set forth in the Declaration.

Section 2. Members. Every Owner shall be deemed to have a membership in the Association. "Owner" shall mean and refer to the Person or entity, including Declarant, who holds the record title to any Unit which is part of the Property, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a recorded contract of sale and the contract specifically so provides, then the purchaser (rather than the fee owner) will be the Owner. For purposes of these Bylaws, "Member" shall mean the individual Owner or, if there are multiple persons or entities who are Owners of a Unit, the representative of such Owners.

Section 3. Succession. The membership of each Member shall terminate when such Member ceases to be an Owner, and upon the sale, transfer or other disposition of such Member's ownership interest in a Unit, membership in the Association shall automatically be transferred to the new Owner succeeding to such ownership interest.

Section 4. Regular Meetings. The first regular annual meeting of Members (the "First Meeting"), subject to the terms hereof, shall be held on the third Tuesday of February of the calendar year following the year in which the first Unit has been sold. Subsequent to the First Meeting, there shall be a regular annual meeting of Members within fifteen (15) days before or after each anniversary of the First Meeting. All such meetings of Members shall be held at a location in Williamson County, Tennessee, and at such time as specified in the written notice of such meeting which shall be sent to all Members at least ten (10) days prior to the date of such meeting.

Section 5. Special Meetings. Special meetings of all Members may be called by the President or by a majority of the Members of the Board, or by Members having at least fifteen percent (15%) of the votes entitled to be cast at such meeting. Said special meetings shall be called by sending written notice to all Members not less than ten (10) days prior to the date of said meeting, stating the date, time and place of said special meeting and the matters to be considered.

Section 6. Delivery of Notice of Meetings. Any notice to the Members required to be sent or given by the Bylaws shall be deemed to have been sent if such notice is in writing and is delivered to each Member by hand delivery, overnight courier or other form of wire or wireless communication or if sent by U.S. Mail, postage prepaid or by e-mail, to the address provided in writing from time to time by such Member to the Association. If no address is provided, notice to the address of the Unit shall suffice.

Section 7. Voting. No Owner, whether one (1) or more Persons, shall have more than one (1) membership vote per Unit owned. In the event the Owner of a Unit is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein. A Member or the Member's spouse, subject to the provisions of the Declaration and the Bylaws, may exercise the rights and privileges of membership. The membership rights of a Unit owned by a corporation or partnership shall be exercised by the individual designated by the Owner in a written instrument provided to the Secretary, subject to the provisions of the Declaration and the Bylaws. In any situation in which more than one (1) Person holds the interest in a Unit required for membership, the vote for such Unit shall be exercised as those Persons determine among themselves and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the Unit's vote shall be suspended if more than one (1) Person seeks to exercise it. Voting by proxy is allowed on any matter.

Section 8. Quorum. Except as otherwise expressly provided in the Declaration or these Bylaws, a quorum of Members for any meeting shall be constituted by Members represented in person or by proxy and holding at least twenty percent (20%) of the votes entitled to be cast at such meeting.

ARTICLE II
BOARD OF DIRECTORS

Section 1. Number, Election and Term of Office. The Association shall be governed by a Board of Directors (the "Board") composed of no less than three (3) and no more than five (5) individuals (the "Directors" and each a "Director") appointed or elected as provided in these Bylaws, except that the Interim Board (as defined below) shall be composed of three (3) individuals. Prior to the First Meeting, the Board shall be an interim board composed of those individuals named in the Charter of this Association (the "Interim Board"). The Interim Board shall have and shall exercise all powers and obligations given to the Board by these Bylaws. At the First Meeting and at each annual meeting thereafter, Directors shall be appointed or elected as follows:

(a) Until the earlier of (i) one hundred twenty (120) days after conveyance of seventy-five percent (75%) of the Units that may be created to Unit Owners other than Declarant; or (ii) five (5) years after the conveyance of the first Unit to a purchaser other than the

Declarant (the "Declarant Control Period"), the Declarant may appoint and remove the officers and members of the Board.

(b) Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board before termination of the Declarant Control Period, but in that event the Declarant may require, for the duration of the Declarant Control Period, that specified actions of the Association or Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

(c) Not later than one hundred twenty (120) days after conveyance of twenty-five percent (25%) of the Units that may be created to Unit Owners other than Declarant, at least one (1) member of the Board must be elected by Unit Owners other than Declarant.

(d) Not later than the termination of the Declarant Control Period, the Unit Owners shall elect a Board of Directors of at least three (3) members, at least a majority of whom must be Unit Owners. The Board shall elect the officers. The Board and officers shall take office upon election.

(e) Notwithstanding any provision of the Declaration or Bylaws to the contrary, the Unit Owners, by a two-thirds (2/3) vote of all persons present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any of the Directors with or without cause, other than a member appointed by the Declarant.

Section 2. Term. Each Director shall be elected by majority vote by the Membership to serve a one year term. Voting by proxy is allowed. Any Director so appointed or elected may be appointed or elected to subsequent terms as a Director; provided, however, that no Director may serve more than two (2) consecutive terms.

Section 3. Qualification. If a Director who is a Member shall cease to be a Member during that Director's term, he or she shall thereupon cease to be a Director and such place on the Board shall be deemed vacant.

Section 4. Vacancies. Any vacancy occurring in the Board shall be filled by majority vote of the remaining Directors; except that the Members shall elect a Director whose position has been vacated as the result of a removal by the Members of a sitting Director. Any Director so elected to fill a vacancy shall hold office for the remainder of the unexpired term.

Section 5. Meetings. A regular annual meeting of the Board shall be held not less than ten (10) days following the regular annual meeting of Members. Other meetings of the Board shall be held upon a call by the President or by a majority of the Board, or by request of not less than ten percent (10%) of the Members, on not less than forty-eight (48) hours' notice in writing to each Director, delivered by hand delivery, overnight courier, mail, e-mail, telegram or facsimile transmission or another form of wire or wireless communication. Any Director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action proposed to be taken by the Board without a meeting. A Director's attendance at a meeting shall constitute his or her waiver of notice of said meeting.

Section 6. Compensation. Directors shall receive no compensation for their services as Directors, unless expressly provided for in resolutions duly adopted separately by the Members.

Section 7. Quorum. Three (3) Directors shall constitute a quorum.

Section 8. Powers and Duties. The Board shall have the following powers and duties:

(a) to elect and remove the Officers of the Association as hereinafter provided;

(b) to administer the affairs of the Association and the Common area, including the purchasing of casualty and liability insurance authorized by the Declaration;

(c) to formulate policies for the administration, management and operation of the Common area;

(d) to adopt rules and regulations, with written notice thereof to all Owners, governing the administration, management, operation and use of the Common area;

(e) to provide for the maintenance, repair, and replacement of the Common Area, and other expenses authorized by the Declaration and payments therefor, to approve payment vouchers or to delegate such approval to the Officers;

(f) to provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Common area and other expenses authorized by the Declaration;

(g) to appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board;

(h) to make architectural and other decisions as provided in the Declaration;

(i) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;

(j) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Members their respective shares of such estimated expenses, as hereinafter provided;

(k) to exercise any other powers and duties ascribed to the Board or the Association in the Declaration;

(l) to borrow money on behalf of the Association, to enter into agreements related to such borrowing, and to pledge funds, property or Common Area as security for such indebtedness; and

(m) unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the Members, as expressed in a resolution duly adopted at any annual or special meeting of the Members.

Section 9. Delegation.

(a) Nothing in this Article or elsewhere in these Bylaws shall be considered to grant to the Board, the Association or to the Officers of the Association any powers or duties which, by law, have been delegated to the Members.

(b) The powers of the Board may be delegated to any person or entity or to a managing agent of the Association by written delegation or authority.

ARTICLE III

OFFICERS

Section 1. Designation. At each regular annual meeting, the Directors present at said meeting shall elect the following Officers of the Association by a majority vote:

(a) a President, who shall be a Director and who shall preside over the meetings of the Board and of the Members, and who shall be the chief executive officer of the Association;

(b) a Secretary, who shall keep the minutes of all meetings of the Board and of the Members, and who shall, in general, perform all the duties incident to the office of Secretary;

(c) a Treasurer, who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported; and

(d) such additional Officers as the Board shall see fit to elect.

Section 2. Powers. The respective Officers shall have the general powers usually vested in such Officers; provided that the Board may delegate any specific powers to any other Officer or impose such limitations or restrictions upon the powers of any Officer as the Board may see fit.

Section 3. Term of Office. Each Officer shall hold office for the term of one (1) year and until the successor shall have been appointed or elected and qualified.

Section 4. Vacancies. Vacancies in any office shall be filled by the Board by a majority vote of Board at a regular or special meeting of said Board. Any officer so elected to fill a vacancy shall hold office for the remaining unexpired term. Any Officer may be removed for cause at any time by vote of three-fifths (3/5) of the total Directors at a special meeting thereof.

Section 5. Compensation. The Officers shall receive no compensation for their services as Officers.

ARTICLE IV
ASSESSMENTS

Section 1. Annual Budget. The Board shall cause to be prepared, at least sixty (60) days before the beginning of the fiscal year and thirty (30) days prior to the meeting at which the budget shall be presented to the Members, a budget covering the estimated costs of operating the Association during the coming fiscal year (the "Operating Budget"), together with a budget that shall take into account the number and nature of replaceable assets of the Association, the expected life of each asset, and the expected repair or replacement cost of each asset for the coming fiscal year (the "Capital Budget"), said fiscal year to be determined by the Board. The Operating Budget and the Capital Budget shall be collectively referenced as the "Budget". The Operating Budget shall include a capital contribution establishing a reserve fund in accordance with the Capital Budget. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association as shown on the Capital Budget, with respect both to the amount and timing of Assessments over the period of the Budget. To the extent that the assessments and other cash income collected from the Members during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account in preparing the new Budget.

Section 2. The Board shall cause a copy of the Budget, and the amount of each General Assessment and Special Assessment to be levied against each Unit for the following year, to be delivered to each Member at least ten (10) days prior to each annual meeting. The Board shall set Assessments based on the Operating Budget and the Capital Budget, provided that the Board may not increase Assessments more than fifteen percent (15%) per annum without a two-thirds (2/3) majority vote of the Members of the Association. The Budget shall become effective unless disapproved at the meeting by a majority vote of the total Association membership. In the event the Members disapprove the proposed Budget or the Board fails for any reason to determine the Budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the Budget in effect for the then current year shall continue for the succeeding year. Each Owner shall pay the monthly or quarterly or annual assessment relating to such Owner's Units on or before the first day of each applicable month to the Association or as may be otherwise directed by the Board.

Section 3. Assessments. The Board may impose and collect Assessments as set forth in the Declaration

Section 4. Partial Year or Month. For the first fiscal year and thereafter until the First Board is elected, the annual budget shall be approved by the Interim Board. If such first fiscal year, or any succeeding fiscal year, shall be less than a full year, then the monthly or quarterly or annual assessments for each Member shall be proportionate to the number of months and days in such period covered by such budget.

Section 5. Annual Report. Within ninety (90) days after the end of each fiscal year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Member a statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable.

Section 6. Supplemental Budget. In the event that during the course of any year, it shall appear to the Board that the Assessments, determined in accordance with the Budget for such year, are insufficient or inadequate to cover the estimated expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Member, and thereupon a supplemental assessment shall be made to each Member for his proportionate share of such supplemental budget.

Section 7. Records and Statement of Account. The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures of the Association, specifying and itemizing the Common Expenses incurred. Payment vouchers may be approved in such manner as the Board may determine.

ARTICLE V
AMENDMENTS

These Bylaws may be amended by the affirmative vote of at least sixty-seven percent (67%) of the Members, subject to the limitations on amendments without the consent of the Mortgagees or Declarant under the Declaration. Any amendment shall not become effective until recorded in the Register's Office of Williamson County, Tennessee.