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COPY

**MASTER DECLARATION
OF
PROTECTIVE COVENANTS
AND
MASTER OWNERS ASSOCIATION
FOR
PROVIDENCE**

BK/PG:1048/1347-1416

04228294

70 PGS : AL - RESTRICTIVE COVENANTS	
JILL BATCH: 33502	
05/04/2004 - 11:13 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	350.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	352.00
STATE OF TENNESSEE, WILSON COUNTY	
JOHN B SPICKARD	
REGISTER OF DEEDS	

This Master Declaration of Protective Covenants and Master Owners Association for Providence is hereby declared on this 3rd day of May, 2004, by Providence Developers, Inc., a Tennessee corporation ("Declarant"), so that the covenants, conditions, restrictions, easements, reservations, rights-of-way, equitable servitudes and other provisions stated in this Declaration shall run with the land and shall be binding upon the real property in Wilson County, Tennessee described in Exhibit "A" and upon any parcels of property subsequently annexed hereto in accordance with the provisions of this Declaration and shall be binding upon and inure to the benefit of all parties having any right, title, or interest in such real property and parcels and their heirs, personal and legal representatives, successors and assigns.

This Declaration, and every Article, Section, paragraph and provision contained herein is subject to and subordinate to the laws and regulations of the City of Mt. Juliet, the provisions governing the PUD plan for the property subject to this Declaration, and all other applicable county, state or federal laws or regulations.

No Material Amendment Of This Declaration Shall Be Effective Unless It Has Been Approved By The City Of Mt. Juliet Planning Commission, Or Any Successor Governmental Entity.

The City of Mt. Juliet, or any successor governmental entity shall have the right, but not the obligation, to enforce any of the provisions contained herein.

**ARTICLE I
GENERAL**

1.1 Project Area. Declarant is the owner of (or has under contract to purchase) the property described in the attached Exhibit "A" and is or may become the owner of all or portions of the property described in the attached Exhibit "B." The property described in Exhibits A and B is the subject of a master plan approved by the City of Mt. Juliet (as same may be amended from time to time) and is comprised of commercial, single family

residential and multi family residential sections all of which together constitutes a master planned community to be known as "Providence" and which is herein sometimes referred to as "PROVIDENCE."

1.2 Purpose of Declaration. The land which becomes subject to this Declaration in the manner hereinafter provided shall be referred to as the "Master Association Area." This Declaration is executed (a) in furtherance of a common and general plan for the Property described in the attached Exhibit "A" and for those other parcels of the land which may hereafter become part of the Master Association Area; (b) to protect and enhance the quality, value, desirability and attractiveness of all land which becomes part of the Master Association Area; (c) to provide for a Master Association as a master property owners' association and vehicle to hold, maintain, care for and manage Master Association Properties and to perform functions for the benefit of Owners of Sites within the Master Association Area; (d) to define the duties, powers and rights of the Master Association; and (e) to define certain duties, powers and rights of Owners of Sites within the Master Association Area.

1.3 General Statement. Declarant, for itself and its heirs, legal and personal representatives, successors and assigns, hereby declares that the property described in the attached Exhibit "A" and any parcels of property which may become subject to this Declaration in the manner hereinafter provided, and each part thereof, from the date any such property becomes subject hereto shall be owned, held, transferred, leased, used, occupied, maintained, altered and improved subject to the covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes and other provisions set forth in this Declaration, for the duration thereof. The provisions of this Declaration are intended to and shall run with the Master Association Area and, until their expiration in accordance with the terms of this Declaration, shall bind, be a charge upon and inure to the mutual benefit of: (a) all of the property which becomes part of the Master Association Area and each part or parcel thereof; (b) Declarant and its heirs, legal and personal representatives, successors and assigns; (c) the Master Association and its successors and assigns; and (d) all persons having or acquiring any right, title or interest in any property which becomes part of the Master Association, or any part or parcel thereof, or any improvement thereon, and their respective heirs, personal and legal representatives, successors and assigns. Unless otherwise expressly provided in this Declaration, words and phrases used herein shall have the meanings as defined in Article II hereof.

ARTICLE II DEFINITIONS

2.1 Administrative Functions. "Administrative Functions" shall mean all functions of, for and on behalf of the Master Association that are necessary or proper under this Declaration, and shall include, without limitation: (a) providing management and administration of the Master Association; (b) providing development review, control and approval services under Article X or any other portion hereof; (c) incurring reasonable attorneys' fees and accountants' fees; (d) obtaining insurance and bonds; (e) paying real

estate, personal property or other taxes levied against the Master Association Properties; (f) incurring filing fees, recording costs and bookkeeping fees; (g) obtaining and maintaining offices and office furniture and equipment; and (h) performing other reasonable and ordinary administrative tasks associated with the operation of the Master Association.

2.2 Annexable Area. "Annexable Area" shall mean all of the real property described on the attached Exhibit "B", all or any portion of which may from time to time be made subject to this Declaration pursuant to the provisions of Article III hereof. The Annexable Area may also be expanded as provided in Section 3.5 hereof.

2.3 Annexed Property. "Annexed Property" shall mean any portion of the Annexable Area which becomes subject to this Declaration in accordance with Section 3.3 hereof.

2.4 Appointment Period. "Appointment Period" shall mean the period of time commencing as of the date of the recordation of this Declaration and continuing until the earlier of (a) the date which is the thirty fifth (35th) anniversary of the date of recordation of this Declaration or (b) the date of the recording of Declarant's relinquishment of its right to appoint members to the Architectural Committee.

2.5 Area. "Area" shall mean the total area of a Site, measured to the nearest one-hundredth of an acre, exclusive of any public road right-of-way, as reasonably determined by the Master Association.

2.6 Articles of Incorporation. "Articles of Incorporation" shall mean the Charter of the Master Association which have been or will be filed in the office of the Secretary of State of the State of Tennessee, as the same may be amended from time to time.

2.7 Assessment. "Assessment" shall mean a Common Assessment, a Special Assessment, a Reimbursement Assessment, a Supplemental Common Assessment, a Working Capital Fund Fee, or a Lot Transfer Fee.

2.8 Assessment Year. "Assessment Year" shall mean the calendar year or such other period of twelve consecutive calendar months selected by the Board for the levying, determining or assessing of the annual Assessments under this Declaration.

2.9 Board. "Board" shall mean the Board of Directors of the Master Association.

2.10 Budget. "Budget" shall mean a written, reasonably itemized estimate of the expenses to be incurred by the Master Association in the performing of its functions under this Declaration and prepared pursuant to Section 8.2 hereof.

2.11 "Builder" shall mean and refer to any Person who is in the business of

constructing individual ownership residences and who acquires any Lot(s) in the Subdivision for the purpose of constructing an individual ownership residence thereon for sale to a third party customer of the Builder.

2.12 Bylaws. "Bylaws" shall mean the Bylaws of the Master Association which have been or will be adopted by the Board, as such Bylaws may be amended from time to time, but in all events in conformity with the Declaration. The Bylaws are attached hereto as Exhibit C.

2.13 Commercial Site. "Commercial Site" means any Site zoned for commercial use or any other Site which is not a Site used for residential purposes.

2.14 Common Area or Common Areas. "Common Area or Common Areas" shall mean and refer to any and all real property owned by the Association, and such other property to which the Association may hold legal title, whether in fee or for a term of years, for the non-exclusive use, benefit and enjoyment of the members of the Association, subject to the provisions hereof, and such other property as shall become the responsibility of the Association, through easements or otherwise, including any recreational areas, which may be constructed initially by the Developer. Common Areas with respect to any portion of the Master Association Area made subject to any Supplemental Declaration, whether at the time of filing of same or subsequently amended by additional Supplemental Declarations shall be shown on the plat(s) for such section, and designated thereon as "Common Areas" or "Open Space." Recordation of a Plat which contains Open Space or Common Areas shall serve to vest title in such Open Space and Common Areas in the Master Association or the Subassociation, if applicable, except as may otherwise be provided in a Supplemental Declaration.

2.15 Common Assessment. "Common Assessment" shall mean any assessment made to fund the annual or other periodic costs of operating the Master Association, including expenses incurred in connection with any Administrative Function and other expenses duly incurred by or on behalf of the Master Association which are to be paid by each Owner to the Master Association either directly or through any Subassociation of which an Owner is a member. Expenses which may be duly incurred on behalf of the Master Association in connection with the performance of Administrative Functions include, without limitation, the following: (a) utility charges for utilities serving the Master Association Properties and for the lighting of streets throughout the Master Association Area, as well as charges for other common services for the Master Association Properties; (b) the expenses of maintenance, operation, repair and replacement of the Master Association Properties, including, without limitation, costs of labor, equipment and materials incurred in connection therewith; (c) principal, interest and other charges payable with respect to (i) loans to the Master Association to provide funds perform any Administrative Function or to pay any other obligation of the Master Association, including, without limitation, loans financing the construction of improvements for the Master Association Properties and (ii) loans from Declarant made to the Association to fund Association expenses prior to the time when

Common Assessments payable by Owners other than Declarant are sufficient to fund the normal operating expenses of the Association; (d) such other expenses as may be determined from time to time by the Board to be incurred necessarily or appropriately for the performance of Administrative Functions, including, without limitation, taxes, utility charges, and government charges not separately assessed against Sites; and (e) the establishment and maintenance of a reasonable reserve fund or funds (i) for maintenance, repair and replacement of those portions of the Master Association Properties and improvements thereon that are the responsibility of the Master Association and that must be maintained, repaired or replaced on a periodic basis; and (ii) to cover unforeseen operating contingencies or deficiencies arising from unpaid assessments or liens, as well as from emergency expenditures and other matters, all as may be authorized from time to time by the Board.

2.16 Declarant or Developer. "Declarant" and "Developer" shall mean Providence Developers, Inc., a Tennessee corporation, and its successors and assigns. A Person shall be deemed a "successor and assign" of Providence Developers, Inc. as Declarant only if specifically so designated in a duly recorded written instrument as a successor or assign of Declarant under this Declaration and/or under a Supplemental Declaration and shall be deemed a successor or assign of Declarant only as to the particular rights or interests of Declarant under this Declaration or under such Supplemental Declaration which are specifically designated in such recorded written instrument. As to any Subassociation or portion of the Master Association Area, Declarant may assign a portion of Declarant's rights as set forth hereunder as to such Subassociation or portion of the Master Association Area, and such assignee of Declarant shall be a "Sub Declarant" as to such area. Notwithstanding the foregoing, a successor to Providence Developers, Inc. by reason of consolidation or merger shall be deemed a successor or assign of Providence Developers, Inc. as Declarant under this Declaration.

2.17 Declaration. "Declaration" shall mean this Master Declaration of Protective Covenants and Master Owners Association for Providence as it may be amended from time to time.

2.18 First Mortgage. "First Mortgage" shall mean the unreleased Mortgage of record encumbering a Site which has the first and superior lien priority over all other unreleased Mortgages of record encumbering such Site.

2.19 First Mortgagee. "First Mortgagee" shall mean the Mortgagee under a First Mortgage.

2.20 First Section. "First Section" shall mean all of the real property described in the attached Exhibit A.

2.21 House. "House" shall mean and refer to a building situated upon any Lot designated and intended for use and occupancy as a residence by a single family.

2.22 Lot. "Lot" or "Site" shall mean any lot shown on any recorded plats of the

Property or designated as an individual dwelling unit on any Horizontal Property Regime. A Lot shall not include any dedicated streets and roadways.

2.23 Master Association. "Master Association" shall mean Providence Master Owners Association, Inc., a Tennessee nonprofit corporation, its successors and assigns. The Master Association is sometimes herein referred to as the "Association."

2.24 Master Association Area. "Master Association Area" shall mean the First Section, together with all other real property, if any, which hereafter becomes subject to this declaration pursuant to the provisions of Article III hereof.

2.25 Master Association Properties. "Master Association Properties" shall mean (a) all real and personal property, including improvements, now or hereafter owned by the Master Association or with respect to which the Master Association holds an easement for the use, care or maintenance thereof, held for the common use and enjoyment of all or certain of the Owners as provided herein and/or for other purposes as may be permitted by this Declaration, including without limitation parks and/or open space, walking trails, and lakes or other bodies of water; (b) any median or strip of land within or adjoining the right-of-way of any portion of any public street, which portion is within the Master Association Area or upon which any Site fronts, or any area requiring landscaping or other type easement area, (c) any entrance, and (d) any other area within or in the vicinity of the Master Association Area which the Board may from time to time determine should be maintained as a part of the Master Association Properties, including without limitation entryways, common areas, and signage and maintenance of grounds along on Belinda Parkway, Mt. Juliet Road, entry road from Mt. Juliet Road into Providence and Interstate 40.

2.26 Material Amendment. "Material Amendment" means any amendment to this Declaration which changes (i) minimum or maximum square footages, (ii) types of permitted construction materials, (iii) responsibility or requirements regarding the maintenance of Lots or Common Areas, or (iv) any of the rights or privileges of the City of Mt. Juliet or its agents as are established herein.

2.27 Mortgage. "Mortgage" shall mean any unreleased deed of trust to secure debt or other similar instrument of record, given voluntarily by the Owner of a Site, encumbering all or any portion of the Site to secure the performance of an obligation or the payment of a debt and which is required to be canceled upon performance of the obligation or payment of the debt. Mortgagee shall not include a judgment lien, mechanic's lien, tax lien or other similar lien or involuntary encumbrance upon a Site.

2.28 Mortgagee. "Mortgagee" shall mean the Person who is the holder of indebtedness secured by a Mortgage.

2.29 Multi Family Site. "Multi Family Site" shall mean any Site zoned for multi

family residential use which includes multiple residential dwelling units owned as part of a single development where individual units are not owned individually. Multi Family Sites do not include Single Residential Sites.

2.30 Occupant. "Occupant" shall mean or refer to any person or persons in possession of a lot or home other than a Lot Owner.

2.31 Owner. "Owner" or "Lot Owner" shall mean the Person, or if more than one, all Persons collectively, who hold fee simple title of record to a Site. A Person having an interest in any Site or any improvements located thereon merely as a security for the performance of obligations shall not be deemed an "Owner" unless such Person is a Mortgagee in possession following a default under such security obligations or has acquired the fee simple title to the Site by foreclosure. "Owner" shall also include Declarant as long as, Declarant retains ownership of all or any portion of the Master Association Area, or any land which may become a part of the Master Association Area.

2.32 Plat. "Plat(s)" shall mean and refer to the plat(s) to be recorded in the Wilson County Register of Deeds Office subdividing the Master Association Area into Lots and reflecting thereon the public streets, common areas, and utility easements and other matters normally shown on subdivision plats, and "Plat" may also refer to the instrument showing the division of a tract into individual dwelling units in a Horizontal Property Regime.

2.33 Pod. "Pod" shall mean and refer to a section of the Master Association Area designated as a separate community or subdivision by Declarant in a Supplemental Declaration and which shall thereby be subject to the voting limitations governing the number of members of the Board which may be elected from a particular Pod.

2.34 Person. "Person" shall mean a natural person, a corporation, limited liability company, a partnership, trust or any other entity, or any combination thereof.

2.35 Related User. "Related User" shall mean a Person who obtains all or certain rights of an Owner by reason of such Person validly claiming or being entitled to such rights by, through or under such Owner. Without limiting the generality of the foregoing, "Related User" shall include any occupant, tenant, family member or contract purchaser of an Owner who occupies all or part of or resides on any Site of such Owner and any natural person who is a guest or invitee of such Owner or of such Person.

2.36 Rules and Regulations. "Rules and Regulations" shall mean the guidelines, rules and regulations adopted by the Board, from time to time, pursuant to the provisions of Section 5.13 hereof.

2.37 Single Residential Site. Single Residential Site shall mean a single family Site, town home site, condominium Site or other Site built and intended for use as a single residential unit which can be owned and conveyed as such whether as a platted lot or dedicated condominium or town home unit.

2.38 Single Residential Site Master Association Properties. "Single Residential Site Master Association Properties" shall mean those portions of the Master Association Properties which are solely for the use and enjoyment of the Single Residential Site Owners and which may include the swimming pool or pools, play ground and any other amenities designated as such by Declarant in a Supplemental Declaration.

2.39. Site. "Site" shall mean a parcel of land within the Master Association Area as divided and subdivided pursuant to recorded plats, or by master declaration establishing a horizontal property regime, or by deeds of conveyance. "Site" may also be referred to as a "Lot."

2.40. Subassociation. "Subassociation" shall mean any Tennessee profit or nonprofit corporation, or unincorporated association, and its successors or assigns, organized and established or authorized pursuant to, or in connection with one or more Supplemental Declarations, and the membership of which comprises Owners of Sites within all or part of the area burdened by the Supplemental Declarations. The area governed by a Subassociation shall be a Pod, but not every Pod shall have its own Subassociation.

2.41 Supplemental Declaration. "Supplemental Declaration" shall mean a written instrument (including any amendments thereto) containing covenants, conditions, restrictions, reservations, easements, equitable servitudes or other provisions, or any combination thereof and which is recorded either respect to any portion of the First Section or in order to submit any portion of the Annexable Area to the provisions of this Declaration, thereby causing such portion to become part of the Master Association Area. A Supplemental Declaration may impose on property described therein additional covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes and provisions other than those set forth in this Declaration, taking into account the unique and particular aspects of the proposed development of such property covered thereby. A Supplemental Declaration may provide for a Subassociation of Owners within the property covered thereby and for the right of the Subassociation to assess such Owners and to place liens upon the Sites of such Owners.

2.42 Transfer of Control. "Transfer of Control" shall mean and refer to the end of the Appointment Period as set forth in Section 4.4 below.

2.43 Utility and Drainage Easement Area. "Utility and Drainage Easement Area" shall mean a strip of land ten feet in width running inside and along the front, rear, and side boundary lines of each Site, except as may otherwise be determined by the Master Association or by any recorded subdivision plat. Except as may otherwise be determined by the Master Association or by any recorded subdivision plat, in no event shall the Utility and Drainage Easement Area interfere with the allowed building envelop on any Site and same shall be deemed reduced to the extent necessary so as not to interfere with any allowed building envelope.

ARTICLE III
ANNEXATION TO MASTER ASSOCIATION AREA

3.1 First Section Made Subject to Declaration. Declarant hereby declares that the First Section is hereby made subject to this Declaration.

3.2 Property Which May Be Annexed. From time to time Declarant may unilaterally add to the Master Association Area and make subject to this Declaration all or any portion or portions of the Annexable Area. The portion of the Annexable Area covered by a particular Supplemental Declaration need not adjoin the First Section or any other portion of the Annexable Area covered by a Supplemental Declaration recorded prior to the particular Supplemental Declaration. Prior to the commencement of the construction of any improvements on any portion of the Annexable Area after the sale of such portion to a Person who is not a successor or assign of Providence Developers, Inc. as Declarant as defined hereunder, Declarant shall arrange to have such portion added to the Master Association Area if Declarant shall determine that the use to be made of such portion is compatible with the uses of the Master Association Area permitted by this Declaration and that such portion is sufficiently physically near to the Master Association Area to enable such portion to be developed as an integral part of the development planned for Providence.

3.3 Manner of Annexation. Any parcel of real property (the "Annexed Property") within the Annexable Area may, from time to time, become part of the Master Association Area and become subject to this Declaration effective upon the Recordation of a Supplemental Declaration meeting the requirements hereinafter set forth. Each Supplemental declaration shall: (a) be executed by the then Owner or Owners of the Annexed Property described therein; (b) during the Appointment Period also contain the executed written consent of Declarant if the Annexed Property is not then owned by Declarant, unless such written consent is waived by Declarant with respect to all or any portion of the Annexable Area by a writing signed by Declarant and recorded, and after the expiration of the Appointment Period, also contain the written consent of the Master Association; (c) contain an adequate legal description of the Annexed Property; (d) contain a reference to this Declaration which shall state its date of Recordation and the book and page of the county records where this Declaration is recorded; (e) contain a statement that the Annexed Property is declared to be part of the Master Association Area under this Declaration and that the Annexed Property shall be subject to this Declaration; (f) if said property is to be subject to a Subassociation, designate the Subassociation in which the Annexed Property is located; (g) if said property is to be subject to a Subassociation, provide that Sites therein shall be subject to the jurisdiction of a Subassociation; and (h) provide for the method of amendment, which shall require the written consent of Declarant during the Appointment Period, and thereafter shall require the written consent of the Master Association. A Supplemental Declaration may provide for phased annexation so that separate parcels of real property may be made subject to such Supplemental Declaration

and this Declaration at different times. A Supplemental Declaration may impose on the Annexed Property described therein additional covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes and provisions other than those set forth in this Declaration, taking into account the unique and particular aspects of the proposed development of the Annexed Property covered thereby. A Supplemental Declaration may provide for a Subassociation of Owners within the Annexed Property and for the right of the Subassociation to assess such Owners and to place liens upon the Sites of such Owners. Upon recordation of a Supplemental Declaration, the Annexed Property shall be subject to all of the covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes and other provisions set forth in this Declaration, except to the extent, if any, specifically stated in the Supplemental Declaration.

3.4 Withdrawal of Annexed Property by Declarant. Annexed Property or any portion thereof for which a Supplemental Declaration has been recorded may be withdrawn from the Master Association Area, from this Declaration and/or from such Supplemental Declaration by Declarant to correct a survey or platting error or other technical or clerical errors. The withdrawal of such Annexed Property or portion thereof may be accomplished by the execution and Recordation of a written notice of such withdrawal (the "Notice of Withdrawal"); provided that (a) no vote has then been exercised with respect to Owners (excluding Declarant) of Sites located within the portion of such Annexed Property being withdrawn and (b) no Assessments to the Master Association have then commenced with respect to such Owners (excluding Declarant) of Sites located within the portion of such Annexed Property being withdrawn. Any such Notice of Withdrawal shall (i) be executed and acknowledged by the Owner or Owners (including Declarant) of the portion of such Annexed Property being withdrawn; (ii) if the portion of such Annexed Property being withdrawn is not then owned by Declarant, contain the executed and acknowledged written consent of Declarant during the Appointment Period; (iii) contain an adequate legal description of the portion of such Annexed Property being withdrawn; (iv) contain the specific reason for such withdrawal; (v) contain a reference to the Supplemental Declaration for the portion of such Annexed Property being withdrawn, which reference shall state the date of Recordation thereof and the book and page where the Supplemental Declaration was recorded; and (vi) contain a statement and declaration that the portion of such Annexed Property being withdrawn is thereby withdrawn from the Master Association Area and shall not be thereafter subject to this Declaration or the Supplemental Declaration for such Annexed Property. The withdrawal shall be effective upon the recording of the Notice of Withdrawal, and upon such recording, the portion of such Annexed Property being withdrawn and described therein shall no longer be part of the Master Association Area or subject to this Declaration or to the Supplemental Declaration for such Annexed Property, as more fully set forth in such Notice of Withdrawal.

3.5 Expansion of Annexable Area. The Annexable Area may be expanded to add additional real property which is in reasonable proximity of the Annexable Area as it is then configured and which Declarant determines may be developed in congruity with the other portions of the Annexable Area and may become a part of Providence. Any such expansion shall be effective upon the Recordation of a written instrument executed by Declarant during

the Appointment Period and all other owners of fee simple title to such additional real property, describing such additional real property and declaring that such additional real property shall thereafter be added to the Annexable Area.

ARTICLE IV MASTER ASSOCIATION OPERATIONS

4.1 Master Association. The Master Association has been or will be formed as a Tennessee corporation under the Tennessee Non-profit Corporation Act. The Master Association shall have the duties, powers and rights set forth in this Declaration and in the Articles of Incorporation and Bylaws.

4.2 Board. The affairs of the Master Association shall be managed by the Board, which shall consist of neither fewer than three nor more than seven Directors. Except as to matters set forth herein as requiring a vote of the Owners, the Board shall have full authority to make all decisions and take any and all actions on behalf of the Association. During the Appointment Period, the Declarant shall determine the number of Directors and Declarant shall have the right to appoint all of such Directors, and the initial Board shall consist of 5 Directors. Subject to the foregoing, the number, term, election and qualifications of the Board shall be fixed in the Articles of Incorporation or the Bylaws or shall be determined by the vote of the Owners. By resolution, the Board may delegate portions of its authority to an executive committee or to other committees, tribunals, officers of the Master Association or to agents and employees of the Master Association, but such delegation of authority shall not relieve the Board of the ultimate responsibility for management of the affairs of the Master Association. Action by or on behalf of the Master Association may be taken by the Board or any duly authorized executive committee, officer, agent or employee without a vote of Owners, except as otherwise specifically provided in this Declaration. The election of the Board by the Owners shall be based on the number of persons receiving the greatest number of votes with each Owner allowed to vote for as many candidates as there are Directors being elected, at a meeting of the Owners at which a quorum is present, except that no more than 1 Board member may be an Owner or otherwise be deemed to represent each Pod which contains fewer than 100 Single Residential Sites and no more than 2 Board members may be Owners or otherwise represent each Pod which contains more than 100 Single Residential Sites, it being the intention of this Declaration that no one Pod or other portion of the Master Association shall be able to exercise undue control over the Association. To illustrate, assume Pod A contains 90 Single Residential Sites and Pod B contains 150 Single Residential Sites. W and X are Owners in (or otherwise represent the Owners in) Pod A and Y and Z are Owners in (or otherwise represent the Owners in) Pod B. W and X receive 125 and 150 votes for election respectively and Y and Z receive 100 and 110 votes respectively, and four other candidates, S, T, U, and V receive 75, 80, 90, and 95 votes respectively. Total number of Directors to be elected is 5. The Directors elected in this example are X, Y, Z, V, U, and T. W is not elected even though W received the second highest number of votes because another candidate, X, is from the same Pod which contains fewer than 100 Single Residential Sites and only 1 Director may represent such a Pod.

4.3 Membership in Master Association. Each Owner of a Site within the Master Association Area shall be a member of the Master Association. There shall be one membership in the Master Association for each Site within the Master Association Area. The Person or Persons who constitute the Owner of a Site shall automatically be the holder of the membership in the Master Association appurtenant to that Site, and such membership shall automatically pass with fee simple title to the Site. Membership in the Master Association shall not be assignable separate and apart from fee simple title to a Site, except that an Owner may assign some or all of such Owner's right as an Owner to use improvements or otherwise to a Related User or Mortgagee and may arrange for a Related User to perform some or all of such Owner's obligations as provided in this Declaration, but no Owner shall be permitted to relieve itself of the responsibility for fulfillment of all of the obligations of an Owner under this Declaration.

4.4 Classes of Membership. The Association shall have two classes of voting membership, Class A Owners and Class B Owners. Class A Owners shall include all Owners; provided, however, that so long as Declarant is a Class B Owner, it shall not be entitled to Class A membership, unless Declarant owns a Site on which a building is being or has been constructed, and then Declarant shall be entitled to Class A membership only as to such Site. Class A Owners shall be entitled to vote their respective Voting Units. The Class B Owner shall be the Declarant, and the Class B membership shall exist until the earlier of (a) the date which is the thirty fifth (35th) anniversary of the date of Recordation of this Declaration; or (b) the date of the recording of Declarant's relinquishment of its right to have one more vote than the aggregate number of votes which all other Owners are entitled to cast, as provided in Section 4.5 hereof. The time during which the Class B membership exists is herein referred to as the "Appointment Period." Notwithstanding anything herein stated to the contrary, at such time as Class B membership ceases to exist, Declarant shall become a Class A Owner with respect to the property in the Master Association Area it then owns, if any.

4.5 Voting Right of Owners. Each Class A Owner and the Class B Owner shall have the right to vote for the election of the Board. Each Single Residential Site Owner shall be entitled to one vote for all matters requiring a vote of the Owners. Owners of Multi Family Sites and Commercial Sites shall be entitled to a vote based on the amount of assessments paid by such Owners calculated on a pro rata basis based on the assessment paid by a Single Residential Site. Thus, if the annual assessment payable by a Single Residential Site is \$600, and the Owner of a Multi Family Site pays an annual assessment of \$3,000, then such Owner of the Multi Family Site shall have 5 votes. For all matters submitted to a vote of the Owners, the Class B Owner shall have total votes equal to one more than the total number of votes held by all the Class A Owners. Voting on Master Association matters which require a vote of the Owners as specifically set forth herein, shall be made by Owners holding a majority of the total votes represented at a meeting of Owners duly called at which a quorum is present for the conduct of business.

4.6 Notice and Quorum for Any Action by the Owners. Written notice of any

meeting called for the purpose of taking any action by the Owners of the Master Association shall be sent to all Owners not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of Owners or of proxies entitled to cast five percent (5%) of all votes entitled to vote at such meeting constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. This procedure may be repeated with the required quorum reduced by half at each subsequent meeting until a quorum is achieved although in no event may the required quorum be less than 1% of the total votes eligible to be cast. No such subsequent meeting shall be held more than ninety (90) days following the preceding meeting. The Bylaws shall provide for the manner, time, place, conduct and voting procedures for meetings of Owners for the purpose of electing the Board of Directors or voting on any matters subject to a vote of the Owners.

ARTICLE V DUTIES AND POWERS OF MASTER ASSOCIATION

5.1 General Duties and Powers of Master Association. The Master Association has been formed to further the common interests of the Owners. The Master Association, acting through the Board or through persons to whom the Board has delegated any authorized powers of the Board, shall have the duties and powers hereinafter set forth and, in general, the powers to perform its duties described in this Declaration and, subject to any limitation set forth in this Declaration, the powers to do anything that may be necessary or desirable to further the common interests of the Owners, to maintain, improve and enhance Master Association Properties and to improve and enhance the attractiveness and desirability of the Master Association Area.

5.2 Duty to Accept Property and Facilities Transferred by Declarant. The Master Association shall accept title to any property, including any Improvements thereon and personal property, transferred to the Master Association by Declarant, together with the responsibility to perform any and all Administrative Functions associated therewith, provided that such property and Administrative Functions are not inconsistent with the provisions contained in this Declaration. Property interests transferred to the Master Association by Declarant may include fee simple title, easements, leasehold interests and licenses to use. Any property or interest in property transferred to the Master Association by Declarant shall be unencumbered by any Mortgage.

5.3 Duty to Manage and Care for Property and to Require All Owners to Manage and Care for all Property located in the Master Association Area. The Master Association shall manage, operate, care for, maintain and repair all Master Association Properties and keep them in a reasonable condition for the use and enjoyment of the Owners. The Master Association shall have a reasonable right of entry upon any Site to make emergency repairs and to do other work reasonably necessary under this Declaration or under any applicable

Supplemental Declaration for the proper performance of its duties hereunder and the proper maintenance and operation of the Master Association Properties. In addition, the Master Association shall have the power to require that all Owners manage, operate, care for, maintain and repair their respective Sites and keep them in an attractive and desirable condition and to otherwise enforce the provisions of this Declaration against all Owners. As to areas of the Master Association Properties covered by a Subassociation, the Master Association shall be responsible for maintaining all entryways to Pods and landscaping along the parkway in the Pod with a Subassociation and the Subassociation shall be responsible for maintaining all other Master Association Properties in the Pod covered by such Subassociation. The Master Association shall have the authority to enter into cost and maintenance sharing agreements with any Subassociation, third party property owner, or governmental entity regarding the maintenance of any Master Association Property or concerning any other matter which the Board determines is in keeping with the purpose and goals of the Master Association.

5.4 Duty to Pay Taxes. The Master Association shall pay all ad valorem taxes and governmental assessments levied upon the Master Association Properties to which the Master Association holds fee simple title and all taxes and assessments payable by the Master Association. Nevertheless, the Master Association shall have the right to contest in good faith any such taxes or assessments.

5.5 Casualty Insurance. To the extent deemed desirable by the Board, the Master Association shall obtain and keep in full force and effect at all times, to the extent reasonably obtainable, casualty, fire and extended coverage Insurance with respect to all Insurable Improvements and personal property owned by the Master Association.

5.6 Liability Insurance. To the extent deemed desirable by the Board, the Master Association shall obtain and keep in full force and effect at all times, to the extent reasonably obtainable, broad form comprehensive liability insurance covering public liability for bodily Injury and property damage.

5.7 General Provisions Respecting Insurance. Insurance obtained by the Master Association may contain such deductible provisions as good business practice may dictate. Insurance obtained by the Master Association shall, to the extent reasonably possible without undue cost, contain a waiver of rights of subrogation as against the Master Association and each Owner as against any officer, director, agent or employee of any of the foregoing. To the extent reasonably possible, and provided Declarant reimburses the Master Association for any additional premium payable on account thereof, insurance obtained by the Master Association shall name Declarant and any professional management company managing the Association (the "Manager") as an additional Insured and contain a waiver of rights of subrogation as against Declarant, the Manager, and any officer, director, agent or employee of Declarant or the Manager. Casualty, fire and extended coverage Insurance may be provided under blanket policies covering the Master Association Properties and/or property of any Subassociation and/or property of Declarant. Each Owner hereby Irrevocably appoints the Master Association as attorney-in-fact for the

purpose of purchasing and maintaining such insurance, including: (a) the collection and appropriate disposition of the proceeds thereof; (b) the negotiation of losses and execution of release of liability; (c) the execution of all documents; and (d) the performance of all other acts necessary to accomplish such purpose.

5.8 Fidelity Coverage. To the extent reasonably obtainable, the Master Association may obtain and keep in full force and effect at all times a fidelity policy or bond providing fidelity coverage against dishonest acts on the part of the Manager, directors, officers, employees and volunteers of the Master Association responsible for handling funds collected and held for the benefit of the Owners or otherwise belonging to or administered by the Master Association.

5.9 Other Insurance and Bonds. The Master Association shall have the power to obtain such other insurance and such fidelity, indemnity or other bonds as the Master Association shall deem necessary or desirable.

5.10 Duty to Levy and Collect Assessments. The Master Association shall levy and collect Assessments as elsewhere provided in this Declaration.

5.11 Duty to Invest Funds. The Master Association shall invest its funds so as to achieve a reasonable rate of return in light of its needs for certain liquidity and the safety of such funds. Funds shall be invested only with a federally insured institution.

5.12 Power to Acquire Property and Construct Improvements. Other than property received from Declarant (the conveyance of which is governed by Section 5.2 hereof) the Master Association may acquire property or interests in property for the common benefits of Owners, including improvements and personal property. The Master Association may construct improvements on property and may repair, maintain, remodel and demolish existing property.

5.13 Power to Adopt Rules and Regulations. The Master Association, acting through the Board, or the Development Review Committee, may from time to time adopt, amend, repeal and enforce Rules and Regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration or any Supplemental Declaration, the operation of the Master Association, and the use and enjoyment of Master Association Properties. Any such Rules and Regulations shall be uniformly applied, but the applicability of a particular rule to a particular situation shall be in the sole discretion of the Master Association. Each Owner shall comply with such Rules and Regulations. In the event of any conflict between the Rules and Regulations and the provisions of this Declaration, the provisions of this Declaration shall prevail.

5.14 Power to Enforce Declaration, Supplemental Declaration and Rules and Regulations. The Master Association shall have the power to enforce the provisions of this Declaration, any Supplemental Declaration, and the provisions of the Rules and Regulations and shall take such action as the Board deems necessary or desirable to cause such

compliance by each Owner and each Related User. Without limiting the generality of the foregoing, the Master Association shall have the power to enforce the provisions of this Declaration, any Supplemental Declaration, and of the Rules and Regulations by any one or more of the following means: (a) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration, any Supplemental Declaration, or the Rules and Regulations, by mandatory injunction or otherwise; (b) by commencing and maintaining actions and suits to recover damages for breach of any of the provisions of this Declaration, any Supplemental Declaration, or the Rules and Regulations; (c) by levying and collecting reasonable and uniformly applied fines and penalties established in advance in the Rules and Regulations, from any Owner or Related User for breach of this Declaration, any Supplemental Declaration, or the Rules and Regulations by such Owner or such Related User; and (d) by exercising any remedy or remedies for nonpayment of Assessments pursuant to Section 8.12 hereof. The Master Association shall have the authority to delegate authority to any Subassociation as to any powers held by the Master Association, but such authority may be revoked as any time. Further, the Master Association shall have the authority to overrule any action by any Subassociation and in all cases the authority of the Master Association shall be superior to the authority of any Subassociation.

5.15 Power to Provide Services to Subassociations. The Master Association shall have the power to provide services to Subassociations. Such services to any Subassociation shall be provided pursuant to the request of a Subassociation or the Owners governed by such Subassociation, as evidenced by a Supplemental Declaration, or pursuant to an agreement in writing between the Master Association and such Subassociation. Any arrangement for the rendition of such services shall provide for the payment by such Subassociation to the Master Association of the reasonably estimated expenses of the Master Association for providing such services to the Subassociation, including a fair share of the overhead and any other expenses of the Master Association. Services which may be provided to the Subassociation may include without limitation: (a) the construction, care, operation, management, maintenance, repair and replacement of improvements owned by the Subassociation and the maintenance, management and care of real property in any area governed by the Subassociation; (b) the enforcement of the provisions of any Supplemental Declaration for, on behalf of and in the name of the Subassociation; (c) the collection of assessments for, in the name of and on behalf of a Subassociation; (d) the payment of taxes for a Subassociation with funds of the Subassociation; (e) the obtaining of insurance for a Subassociation; (f) the collection of charges for use of facilities of a Subassociation; and (g) the appointment and supervision of a manager or managers for a Subassociation.

5.16 Power to Provide Special Services for Owners. The Master Association shall have the power to provide services to an Owner or a group of Owners. Any service or services to an Owner or group of Owners shall be provided pursuant to a Supplemental Declaration or pursuant to an agreement in writing between the Master Association and such Owner or group of Owners. Any arrangement for the rendition of such services shall provide for payment to the Master Association by such owner or group of Owners of the

reasonably estimated expenses of the Master Association for providing such services, including a fair share of the overhead or any other expenses of the Master Association, and shall contain reasonable provisions assuring that the obligation to pay for such services shall be binding upon any heirs, personal representatives, successors and assigns of the Owner or group of Owners and that the payment for such services shall be secured by a lien on the property of the Owner or group of Owners.

5.17 Power to Grant Easements. The Master Association shall have the power to grant permits and licenses, as well as easements for access, utilities, drainage, water facilities and other matters, in, on, over, across or under Master Association Properties and any Utility Easement Area, as may be reasonably necessary or useful for the proper maintenance of the Master Association Properties or otherwise benefit the Master Association Area.

5.18 Power to Convey and Dedicate Property to Government Agencies. The Master Association shall have the power to grant, convey, dedicate or transfer any Master Association Properties or facilities to any public or governmental agency or authority for public use; however, if the means of ingress to and egress from a Site is through any such Master Association Property, then any such grant, conveyance, dedication or transfer shall be effected so as to provide ingress and egress for the benefit of the Owner of such Site.

5.19 Power to Borrow Money. The Master Association shall have the power to borrow money but not the power to encumber Master Association Properties as security for such borrowing.

5.20 Power to Employ Managers; Management Contracts. The Master Association shall have the power to retain and pay for the services of a Manager or Managers to undertake any of the management duties and Administrative Functions for which the Master Association has responsibility, and the Master Association may delegate any of its duties, powers or functions to any such manager. Notwithstanding any delegation to a Manager of any duties, powers or functions of the Master Association, the Master Association and the Board shall remain ultimately responsible for the performance and exercise of such duties, powers and functions.

5.21 Power to Engage Employees Agents and Consultants. The Master Association shall have the power to hire and discharge employees and agents and to retain and pay for legal, accounting and other services as may be necessary or desirable in connection with the performance of any duties or the exercise of any powers of the Master Association under this Declaration or any Supplemental Declaration.

5.22 General Corporate Powers. The Master Association shall have all of the ordinary powers and rights of a Tennessee nonprofit corporation, including without limitation the power and right to enter into partnerships and other agreements, subject only to such limitations upon such powers as may be set forth in this Declaration or in the Articles of Incorporation or Bylaws. The Master Association shall also have the power to do any and all

lawful things which may be authorized, required or permitted to be done under this Declaration, under any Supplemental Declaration, or under the Articles of Incorporation, Bylaws or Rules and Regulations, and to do and perform any and all acts which may be necessary or desirable for or incidental to, the exercise of any of the express powers or rights of the Master Association under this Declaration, under any Supplemental Declaration or under the Articles of Incorporation, Bylaws or Rules and Regulations.

ARTICLE VI MASTER ASSOCIATION PROPERTIES

6.1 Owner's Rights of Use and Enjoyment Generally. Except as may be provided in a Supplemental Declaration, every Owner shall have a right and easement of enjoyment in and to the Master Association Properties, which shall be appurtenant to and shall pass with the title to each Site, subject to applicable law, the provisions contained in this Declaration, in any Supplemental Declaration, the Articles of Incorporation, Bylaws and the Rules and Regulations. All Owners may use the Master Association Properties, unless otherwise provided by law or in this Declaration or unless provided in the Supplemental Declaration governing the Site of any such Owner or in the Supplemental Declaration governing a particular Master Association Property, or both. Single Residential Site Master Association Properties are for the use and enjoyment solely of Single Residential Site Owners.

6.2 Right of Master Association to Regulate Use. The Master Association shall have the power to regulate the use of Master Association Properties by Owners or Related Users of Owners to further and enhance the overall rights of use and enjoyment of all Owners, including imposing reasonable limits on the times of use and numbers of Persons permitted to use Master Association Properties.

6.3 Right of Master Association to Allow Public Use. The Master Association, acting through the Board, shall have the right to allow members of the general public to use Master Association Properties.

6.4 No Partition of Master Association Properties. No Owner shall have the right to partition or seek partition of the Master Association Properties or any part thereof.

6.5 Liability of Owner for Damage by Owner or Related User. Each Owner and any Related User shall be liable to the Master Association for any damage to Master Association Properties or for any expense or liability incurred by the Master Association, to the extent not covered by insurance, which may be sustained by reason of the negligence or willful misconduct of such Owner or any Related User of such Owner and for any violation by such Owner or any Related User of this Declaration, any Supplemental Declaration, the Articles of Incorporation, the Bylaws or the Rules and Regulations. The Master Association shall have the power, as elsewhere provided in this Declaration to levy and collect a Reimbursement Assessment against an Owner to cover the costs and expenses incurred by the Master Association on account of any such damage or any such violation of this

Declaration, Bylaws or Rules and Regulations, or for any increased insurance premiums directly attributable to any such damage or any such violation.

6.6 Damage, Destruction or Required Improvements to Master Association Properties. In the event of damage to Master Association Properties by fire or other casualty or in the event any governmental authority shall require any repair, reconstruction or replacement of any Master Association Properties, the Master Association shall have the duty to repair, reconstruct or replace the same. Subject to the provisions of Section 5.7 hereof, any insurance proceeds payable by reason of damage or destruction of Master Association Properties by fire or other casualty shall be paid to the Master Association and shall be used, to the extent necessary, to pay the costs of repair, reconstruction or replacement. If funds from insurance proceeds or from available reserves are insufficient to pay all costs of repair, reconstruction or replacement of improvements damaged or destroyed, or if the Master Association is required to make repairs, replacements or improvements by governmental authorities, the Master Association may, in order to make up any deficiency in the insurance proceeds or to pay for the required repair, replacement or improvement, levy a Special Assessment in accordance with Section 8.09 hereof, or if an Owner or group of Owners is liable or responsible for such damage, levy a Reimbursement Assessment against the Owner or group of Owners responsible thereof, to provide the additional funds necessary as elsewhere provided in this Declaration. Repair, reconstruction or replacement of Master Association Properties shall be done under such contracting and bidding procedures as the Board shall reasonably determine are appropriate. If insurance proceeds available to the Master Association on account of damage or destruction exceed the cost of repair, reconstruction and replacement, the Master Association shall use the same for future maintenance, repair, improvement and operation of Master Association Properties.

6.7 Master Association Powers in the Event of Condemnation. If any Master Association Properties or Interests therein are taken under exercise of the power of eminent domain or by purchase under threat thereof, the award in condemnation or the price payable shall be paid to the Master Association, except to the extent payable to any other Person with an interest in such property. The Master Association shall have the exclusive right to participate in such condemnation proceedings as they pertain to Master Association Properties and to represent the interests of all Owners in such proceedings; each Owner hereby irrevocably appoints the Master Association and any such duly appointed trustee as such Owner's attorney-in-fact for such purposes. All condemnation compensation, damages or other proceeds received by the Master Association shall be held by the Master Association as determined by the Board, as a reserve for future maintenance, repair, reconstruction or replacement of Master Association Properties, or may be used for improvements or additions to, or operation of, Master Association Properties; provided, however, if an allocation of such condemnation compensation damages or other proceeds is already established in negotiation, judicial decree or otherwise, then in allocating such condemnation compensation, damages or other proceeds the Master Association shall employ such allocation.

6.8 Title to Master Association Properties on Dissolution of Master Association. In the event of the dissolution of the Master Association, the Master Association Properties shall, to the extent reasonably possible, be conveyed or transferred to an appropriate public or governmental agency or agencies, or to a nonprofit corporation, association, trust or other organization, to be used, in any such event, for the common benefit of Owners for purposes similar to those for which the particular Master Association Property was held by the Master Association. To the extent the foregoing is not possible, the Master Association Properties, and the proceeds from the sale or disposition shall be distributed to Owners in proportion to their then prevailing shares for the payment of Common Assessments.

ARTICLE VII DECLARANT'S RIGHTS AND RESERVATIONS

7.1 Period of Declarant's Rights and Reservations. Declarant shall have, and hereby retains and reserves, certain rights as set forth in this Declaration with respect to the Master Association and Master Association Properties. The right and reservation of Declarant set forth in this Declaration shall be deemed excepted and reserved in each recorded Supplemental Declaration, in each conveyance of property by Declarant to the Master Association and in each deed or other Instrument by which any property within the Master Association Area is conveyed, whether or not specifically stated therein. The rights, reservations and easements of Declarant set forth in this Declaration during the Appointment Period may not, without Declarant's prior written consent, be modified, amended, rescinded or affected by any amendment of this Declaration, including any amendment of this Section. Declarant's consent to any such amendment shall not be construed as consent to any other or subsequent amendment. In the event of any conflict between the rights reserved to Declarant hereunder and any other provisions of this Declaration, then Declarant's rights shall control.

7.2 Right to Construct Additional Improvements on Master Association Properties. Declarant shall have and hereby reserves the right, at any time and from time to time, but shall not have the obligation to, construct, at its expense, additional improvements on Master Association Properties which are for the improvement and enhancement thereof and for the benefit of the Master Association and Owners. If the means or ingress and egress from a Site is through such Master Association Property, then any such construction by Declarant shall be made subject to an easement of ingress and egress for the benefit of the Owners of such Site. Declarant shall convey or transfer such improvements to the Master Association and the Master Association shall be obligated to accept title to, care for and maintain the same as elsewhere provided in this Declaration.

7.3 Declarant's Rights to Use Master Association Properties in Promotion and Marketing of Master Association Area. Declarant shall have and hereby reserves the right to the reasonable use of Master Association Properties in connection with the development, construction, promotion, marketing, sale and leasing of properties within the Master Association Area, by erecting and maintaining on any part of the Master Association Properties such signs as Declarant may reasonably deem necessary or proper in

connection with the development, construction, promotion, marketing, sale and leasing of parcels of real property within the Master Association Area, and by permitting prospective purchasers of any of such parcels who are not Owners to enter upon Master Association Properties; provided, however, that Declarant shall pay all costs occasioned by such use, including without limitation maintenance and repair expenses.

7.4 Declarant's Rights to Complete Development of PROVIDENCE. No provision of this Declaration shall be construed to limit the right of Declarant to or require Declarant to obtain approval to: (a) excavate, cut, fill or grade any property owned by Declarant or to construct, alter, remodel, demolish or replace any improvements on any Master Association Property; or (b) require Declarant to seek or obtain the approval of the Master Association for any such activity or improvement to property by Declarant on any Master Association Property. Nothing in this Section shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration.

7.5 Declarant's Rights to Grant and Create Easements. Declarant shall have and hereby reserves the right to grant or create temporary or permanent easements and rights-of-way for access, utilities, drainage, water and other purposes incident to development, construction or sale within the Master Association Area, located in, on, under, over and across: (a) Sites owned by Declarant and (b) Master Association Properties, provided that such easements and rights-of-way do not unreasonably interfere with the rights of Owners.

7.6 Declarant's Rights to Convey Additional Property to Master Association. Declarant shall have and hereby reserves the right, but shall not be obligated to, convey additional real property and improvements thereon to the Master Association at any time and from time to time in accordance with this Declaration.

ARTICLE VIII ASSESSMENTS

8.1 Covenant to Pay. Each Owner, by acceptance of a deed to his Site, whether or not it shall be so expressed in such deed, is thereby deemed to covenant and agree to pay to the Association: (a) Common Assessments, (b) Special Assessments, (c) Reimbursement Assessments, and (d) fines which may be imposed against such Site in accordance with the provisions contained herein.

8.2 Annual Budgets and Financial Reports. At least sixty days prior to the commencement of each Assessment Year, the Board may cause a proposed Budget for such Assessment Year to be prepared. The proposed Budget shall show, in reasonable detail, the categories of expenses and the anticipated amounts of expenses for which Common Assessments are determined by the Board to be necessary or desirable, and shall reflect any expected income and estimated sources and amounts thereof of the Master Association for such Assessment Year and any expected surplus from the prior Assessment Year. At the office of the Master Association or its agent, copies of the proposed budget and the Budget shall be made available by the Master Association to any Person requesting

a copy thereof upon payment of the reasonable expense of copying the same.

8.3 Levying of Common Assessments. For each assessment Year, the Master Association shall, pursuant to the provisions of this Declaration and any applicable Supplemental Declaration, levy Common Assessments against all Owners.

8.4 Amount of Assessments and Increases in Assessments. The amount of Common Assessments for any Assessment Year which is payable by an Owner for the Site of such Owner, and the amount of all other Assessments shall be determined by the Board. Each Owner of a Single Residential Site shall pay the same Common Assessment amount which shall be determined by the Board. Owners of Multi Family Sites and Commercial Sites shall pay an Assessment amount to be determined by the Board. The amount of Assessment payable for Multi Family Sites and Commercial Sites may be established as a fraction or multiple of the Assessment payable for Single Residential Sites and may be set forth by Declarant by a Supplemental Declaration applicable to such Multi Family Site or Commercial Site and in such case, the basis for calculating the Assessment as a fraction or multiple of the Single Residential Site Assessment may not be amended except with the consent of the Owner of such Multi Family Site or Commercial Site. Notwithstanding anything to the contrary contained herein, by Supplemental Declaration, Declarant may limit the annual dollar amount of Assessments payable by any portion of the Master Association Area. The Board shall have the power to increase the amount of any Assessment from amounts provided herein, except as may be limited by Supplemental Declaration as to a particular Pod, Multi Family Site or Commercial Site. If the Assessment for a Single Residential Site is increased the same percentage increase shall apply to the Assessments on Multi Family Sites and Commercial Sites.

8.5 Commencement of Common Assessments. As to each Site within the Master Association Area, except as otherwise determined by the Board, the Assessments shall commence on the first day of the first month following the date of Recordation of the first deed conveying the Site from Declarant to the first non-Declarant Owner. The Assessments for the then current Assessment Year for each Site so deeded shall be prorated on the basis of the number of months in such Assessment Year remaining from the date of commencement of such Assessments to the end of such Assessment Year. Notwithstanding the foregoing, Common Assessments shall not be payable for any Sites owned by a builder who intends to construct a residence on such site for resale until the later of (i) one year following the substantial completion of such Site so as to allow construction on such Site, or (ii) such later date as may be agreed on in writing by Declarant and the builder who owns such Site.

8.6 Payment of Common Assessments. Common Assessments shall be due and payable in advance to the Master Association by the assessed Owners during the Assessment Year in annual, quarterly, or monthly installments, and, except for the initial Common Assessment payable for a Site, shall be due and payable on or before the first day of the period to which such Assessment applies, or in such other manner and on such other date or dates as the Board may designate. Notice of the amount of the Common

Assessment for a particular Assessment Year shall be given to the Owners in a reasonable period of time prior to the date in such Assessment Year when the Common Assessment, or the first Installment thereof, is due.

8.7 Failure to Establish Common Assessments. The failure by the Board to levy Common Assessments for any Assessment Year shall not be deemed a waiver or modification of any of the provisions of this Declaration or a release of the liability of any Owner to pay Common Assessments, or any installment thereof, for that or any subsequent Assessment Year. In the event of such failure, the amount of the Common Assessment for that Assessment Year payable for each Site shall be, until subsequently modified by the Board, the same as for the most recent year for which Common Assessments shall have been levied.

8.8 Supplemental Common Assessments. In any Assessment Year, if the Board determines that the important and essential functions of the Master Association may not be fully funded by the Common Assessments received or receivable for that Assessment Year, the Board may levy one or more supplemental Common Assessments ("Supplemental Common Assessments"), applicable to that year only, by notifying each Owner by first-class mail of the amount of the deficit, the reason(s) therefor, and the date(s) and amount(s) of such Supplemental Common Assessment payable by such Owner. The due date for payment of any such Supplemental Common Assessment shall be as specified in the resolution authorizing such assessment, but not earlier than thirty days after the sending of notice to the Owners in accordance with the preceding sentence; provided, however, that the Board may make Supplemental Common Assessments payable in installments over a period that may extend beyond the Assessment Year in which adopted. Each Owner of a Single Residential Site shall pay the same Supplemental Common Assessment amount and each Owner of a Multi Family Site or Commercial Site shall pay a Supplemental Common Assessment amount calculated in the same manner in relation to the Common Assessment amount payable by such Owner as compared to the Common Assessment amount payable by Single Residential Site.

8.9 Special Assessments. In addition to Common Assessments, the Board may, subject to the provisions of this Section, levy one or more additional Assessments for the purpose of raising funds, not provided by Common Assessments, to: (a) construct or reconstruct, repair, remodel, replace or maintain improvements upon Master Association Properties, including necessary personal property related thereto, and to pay ad valorem taxes and insurance on Master Association Properties; (b) add to the Master Association Properties; (c) provide for necessary facilities and equipment to offer the services authorized in this Declaration; (d) repay any loan made to the Master Association to enable it to perform any duty or function authorized in this Declaration; or (e) pay for any other cost or expense as determined by the Board. Such Assessment shall be known as a "Special Assessment". Each Owner of a Single Residential Site shall pay the same Special Assessment amount and each Owner of a Multi Family Site or Commercial Site shall pay a Special Assessment amount calculated in the same manner in relation to the Common Assessment amount payable by such Owner as compared to the Common Assessment

amount payable by Single Residential Site Owners. The Master Association shall notify Owners in writing of the amount and purpose of any Special Assessment and of the manner in which, and the dates on which, any such Special Assessment is payable, and the Owners shall pay any such Special Assessment in the manner so specified. Notwithstanding the foregoing, the Master Association may determine that any Special Assessment should be assessed only against certain areas of the Master Association Properties and the Owners of the Property within such areas shall be responsible for paying such Special Assessments.

8.10 Reimbursement Assessments. Subject to the provisions hereof, the Board may levy an Assessment, known as a "Reimbursement Assessment" against any Owner(s) to reimburse the Master Association for any loss sustained by reason of the willful or negligent failure of such Owner(s), or a Subassociation in which such Owner or Owners are members, to comply with this Declaration, any Supplemental Declaration, the Articles of Incorporation, the Bylaws or the Rules and Regulations which shall have resulted in the expenditure of funds by the Master Association to remedy a problem or to cause such compliance. The amount of the Reimbursement Assessment shall be due and payable to the Master Association thirty days after notice to the Owner(s) of the decision of the Board stating that the Reimbursement Assessment is owed and stating the amount thereof.

8.11 Priority of Lien for Assessment. All sums assessed against any Site pursuant to this Declaration, together with court costs, reasonable attorneys' fees, late charges, any other collection costs, and interest as provided herein shall be secured by an equitable charge and continuing lien on such Site in favor of the Master Association. Such lien shall be superior to all other liens and encumbrances on such Site except only for (a) liens of ad valorem taxes; and (b) a lien for all sums unpaid on a first Mortgage, on any secondary purchase money Mortgage, or on any Mortgage to Declarant, and all amounts advanced pursuant to any such Mortgage and secured thereby in accordance with the terms of such instrument; provided, however, that the subordination of the lien for Assessments to the foregoing Mortgages shall apply only to Assessments that shall have become due and payable prior to a sale or transfer of such Site pursuant to a foreclosure. Further, notwithstanding the foregoing any Mortgage held by a party related to, affiliated with, or controlled by the Owner of the Site on which such Mortgage exists shall not be entitled to such priority unless such Mortgage Holder obtains the written agreement of the Association that it will be entitled to such priority before making such Mortgage. Such sale or transfer shall not relieve such Site from liability for any Assessments accruing after such sale or transfer. All Persons acquiring other liens or encumbrances on any Site after the recording of this Declaration shall be deemed to consent that such liens or encumbrances shall be inferior to such future equitable charges and liens for Assessments as provided herein, whether or not such prior consent shall be specifically set forth in the instruments creating such liens or encumbrances.

8.12 Effect of Nonpayment of Assessment: Remedies of the Association. Any Assessments or any portion thereof not paid when due shall be delinquent. Any Assessment delinquent for a period of more than fifteen (15) days shall incur a late charge in an amount as may be determined by the Board from time to time, shall bear interest from

the date due at the lesser of (i) the maximum rate allowed by law or (ii) a rate to be set by the Board, until the date of payment, and the Board shall cause a notice of delinquency to be given to any Owner not paying within thirty days following the due date. If any installment of an Assessment has not been paid within thirty days of the due date thereof, the entire unpaid balance of the Assessment may be accelerated at the option of the Board and, if so accelerated, shall thereupon become forthwith due and payable in full. The continuing lien and equitable charge of such Assessment shall include the late charge established by the Board, interest on the principal amount due at the rate provided for herein until paid, all costs of collection (including reasonable attorneys' fees and court costs), and any other amounts provided or permitted hereunder or by law. If the Assessment remains unpaid after sixty days from the original due date, the Association may, as the Board shall determine, institute suit to collect such amounts to foreclose its lien or to do both. The equitable charge and lien provided for in this Section shall be in favor of the Master Association and each Owner, by its acceptance of a deed to a Site, vests in the Master Association or its agents the right and power to sue or otherwise proceed against such Owner for the collection of such charges and/or to foreclose the Master Association's lien. The Master Association shall have the power to bid on the Site at any such foreclosure sale and to acquire, hold, lease, mortgage, and convey the Site except that the amount the Master Association may bid at any such sale may not exceed the total amount owed to the Master Association by the delinquent Owner.

8.13 Exempt Property. The following property and Persons subject to this Declaration shall be exempted from all Assessments hereunder (a) the grantee in conveyances made for the purpose of granting utility easements; and (b) the Master Association and all Master Association Properties.

8.14 Estoppel Certificate. Upon the payment of such reasonable fee as may be determined from time to time by the Board and upon the written request of any Owner, any Mortgagee or Person with, or intending to acquire, any right, title or interest in the Site of such Owner, the Master Association shall furnish a written statement setting forth the amount of any Assessments or other amounts, if any, due and owing to the Master Association and then unpaid with respect to such Site and/or the Owner thereof and setting forth the amount of any assessment levied against such Site which is not yet due and payable. Such statement shall, with respect to the Person to whom it is issued, be conclusive against the Master Association to establish that for all purposes that no greater or other amounts were then due or accrued and unpaid and that no other Assessments were then levied and unpaid against such Site.

8.15 No Offsets. All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reductions thereof shall be permitted for any reason, including, without limitation, any claim of non-use of Master Association Properties or improvements or any claim that the Master Association, the Board, or any committee of the Board is not properly exercising its duties and powers under this Declaration.

8.16 Initial Maximum Annual Common Assessment.

Until January 1, of the year immediately following the conveyance of the first Lot by Declarant the maximum annual Common Assessment shall be Five Hundred Dollars (\$500) per Lot payable in quarterly installments on the first day of each quarter in the amount of \$125.

8.17. Working Capital Fund. Each Owner of a Single Residential Site in the Subdivision shall pay as a "Working Capital Fund Fee" Two Hundred Fifty Dollars (\$250.00) to the Master Association at the closing of the sale of the completed residence to such Owner. The Working Capital Fund Fee will apply to the first sale of a Site with a completed residence and to every subsequent sale of such Site. During the Appointment Period, to the extent that the Master Association is unable to pay all costs of maintaining the Common Areas and administering the Master Association, Declarant may loan monies to the Master Association to fund any such deficits. Any such loans from Declarant to the Master Association shall be interest free loans for 6 years from the date of such loan and shall thereafter bear interest at prime rate plus 1% and any such loans would be due and payable in full no later than 10 years after same were made. Such loans may be evidenced by promissory notes that shall contain other customary commercial terms including payment of all costs of collection and a default rate of interest by the maker. The Working Capital Fund Fee by each Owner upon the closing of the sale of the completed residence to such Owner shall not be considered as advance payment of regular assessments. The Working Capital Fund Fees shall be held and disbursed for the following purposes in the order of priority:

- (a) To fund costs of maintenance of the Common Areas and administration of the Master Association that cannot be defrayed by assessments;
- (b) To reimburse the Declarant for all amounts loaned by Declarant to the Master Association to fund any operating deficits; and
- (c) To assure that the Master Association will have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Board of Directors.

8.18. Lot Transfer Fee. A lot transfer fee (the "Lot Transfer Fee") of \$150 shall be charged to the buyer upon the sale or transfer of any Site, except sales or transfers to a Builder and except transfers by deed in lieu of foreclosure or transfers by foreclosure. Such Lot Transfer Fee shall be assessed automatically, without action by the Board of Directors.

ARTICLE IX
ARCHITECTURAL, MAINTENANCE, AND USE RESTRICTIONS FOR RESIDENTIAL
PROPERTY

Section 9.1 General. The following provisions shall govern use of all portions of the Master Association Area which are zoned for individual ownership residential use and include all portions of the Master Association Area containing Single Residential Sites, which include single family, townhomes, and condominiums. The provisions of this article IX shall not govern or restrict any Multi Family Sites and Commercial Sites. The use restrictions contained herein may be supplemented with additional Supplemental Declarations governing particular sections of the Master Association Area providing more specific provisions regarding use of said sections and modifying the provisions contained herein as may be required for the particular section in question. Each particular section is herein referred to as a "Subdivision."

With respect to any Subassociation established by Declarant or a successor or assign of Declarant, except as otherwise may be provided in the Supplemental Declaration establishing such Subassociation, any super voting rights retained by the Declarant of any such Subassociation (such as the Class B ownership established under this Declaration) shall continue until the earlier of (i) one year after 75% of the total Lots included in such Subassociation have been sold by the Declarant, (ii) seven (7) years following the date of the sale of the first Lot by the Declarant, or (iii) the Developer's election by notice to the Association to relinquish such additional voting rights (hereinafter referred to as the "Transfer of Control") after which time the Class B membership interest shall terminate and Developer shall have only one vote for each Lot that it owns. However, with respect to any Subassociation which may contain more than 100 Lots when fully developed, the time period specified in (ii) in the preceding sentence may be increased by three additional years for each 75 Lots or portion thereof contemplated for such Subassociation in excess of 100 Lots. For example, for a Subassociation whose plan contemplates 175 Lots, the Transfer of Control could be up to ten (10) years from the date of the sale of the first Lot.

Section 9.2. Single Family Residential Construction. No Lot shall be used for any purpose other than single family residential use, which shall include single family residences and attached and detached residential townhomes and condominiums which constitute separate dwelling units and which may be conveyed as separate parcels. However, the foregoing shall not prohibit Developer or any Builder from utilizing Lots for a model home, construction trailer, or sales trailer during any time that residences are being constructed in the Subdivision and offered for sale.

Section 9.3. Approval of Plans and Architectural Guidelines.

(a) No construction, reconstruction, remodeling, alteration, or addition of or to any structure, building, fence, wall, drive, or improvement of any nature shall be constructed on any Lot without obtaining prior written approval of an Architectural Committee composed of three (3) members as to the location, plans, and specifications therefor. Prior to the transfer of control of the Association, the Developer shall appoint the members of the Architectural Committee, and subsequent to the Transfer of Control the members of such Committee shall be appointed by the Board of Directors of the

Association. As a prerequisite to consideration for approval, and prior to the commencement of the contemplated work, a Lot Owner shall submit to the Developer, or the Association's managing agent, as the case may be, such plans, specifications, and other information concerning the proposed improvements as the Architectural Committee may require from time to time as a condition for its review and approval thereof accompanied with such fee as the Association may require, and the Developer or such managing agent shall submit the same to the Architectural Committee for approval. All plans of proposed residences to be constructed in the Subdivision shall conform to the standards set forth in subparagraph (b) below and the restrictions and provisions contained in this Declaration, and the Architectural Committee shall be the sole arbiter of such plans and may withhold its approval for any reason, including purely aesthetic reasons. Upon approval being given, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans, otherwise the approval shall be void. A reasonable fee may be charged by the Association to defray its costs incurred in considering and acting upon such proposed plans and specifications.

(b) Residences to be constructed within the Subdivision shall be sufficiently compatible with existing architectural styles that predominate in the development to assure a pleasing overall appearance and maintain its image as a high quality, single family, residential neighborhood. Existing structures will be considered but do not, as such, constitute precedent nor assure approval.

(c) Developer, the Architectural Committee, the Association and the individual members thereof shall not be liable for any act or omission in performing or purporting to perform the functions delegated hereunder; this provision shall not apply to governmental entities. The Developer and/or the Association shall use their best efforts to indicate approval or disapproval of any plans submitted within thirty (30) days after the receipt of the required documents, but failure to respond within 30 days does not constitute approval. Approval or disapproval by Developer or the Association shall not be deemed to constitute any warranty or representation by it including, without limitation, any warranty or representation as to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations. Anything contained in this Section 9.3, or elsewhere in this Declaration to the contrary notwithstanding, Developer and the Association, and the Architectural Committee are hereby authorized and empowered, at their sole and absolute discretion, to make and permit reasonable modifications or deviations from any of the requirements of this Declaration, including without limitation, changes relating to the type, kind, quantity or quality of the building materials to be used in the construction of any building or improvement on any Lot and of the size and location of any such building or improvement when, in their sole and final judgment, such modifications and deviations in such improvements will be in harmony with existing structures and will not materially detract from the aesthetic appearance of the Property and the improvements as a whole; provided, however, such modifications and deviations must remain within all applicable ordinances and regulations established by the City of Mt. Juliet (and/or any other applicable governing authority).

Developer or the Association, as the case may be, may require the submission to it of such documents and items, including as examples, but without limitation, written requests for and description of the deviations requested, plans, specifications, plot plans and samples of material(s), as either of them shall deem appropriate, in connection with its consideration of a request for a deviation. If Developer or the Association, or the Architectural Committee shall approve such request for a deviation, it shall evidence such approval, and grant its permission for such deviation, only by written instrument, addressed to the Owner of the Lot(s) relative to which such deviation has been requested, describing the applicable restrictive covenant(s) and the particular deviation requested, expressing its decision to permit the deviation, describing (when applicable) the conditions on which the deviation has been approved (including as examples, but without limitations, the type of alternative materials to be permitted, and alternate fence height approved), and signed by Developer or the Association, as the case may be. Any request for a deviation shall be deemed to have been disapproved for the purposes hereof in the event of either (i) written notice of disapproval from Developer or the Association or (ii) failure by Developer or the Association to respond to the request for deviation. In the event Developer or the Association or any successor to the authority thereof shall not then be functioning, no deviations from the covenants herein contained shall be permitted, it being the intention of Developer that no deviations be available except at its discretion or that of the Association or Architectural Committee. Neither Developer nor the Association shall have the authority to approve any deviation except as expressly provided in this Declaration.

(d) Architectural Guidelines. Developer may and intends to adopt a set of architectural guidelines (the "Architectural Guidelines") which shall set forth certain additional architectural standards and guidelines to govern the design and construction of residences and any other improvements on any Lot. All plans and construction on any Lot shall be in compliance with the Architectural Guidelines. During the Appointment Period, Declarant shall have the power to amend the Architectural Guidelines, and thereafter the Association shall have such power to amend.

Section 9.4. Structural Compliance. All structures shall be built in substantial compliance with the plans and specifications, approved by Developer or the Association as provided in Section 9.3 above and shall meet all applicable building codes and regulations as adopted and enforced by the City of Mt. Juliet.

Section 9.5. Improvement and Setback Restrictions.

No building or structure, or any part thereof, shall be located on any Lot nearer to the front line, the rear line, or any side line than the minimum building setback lines required by the City of Mt. Juliet any other applicable governing authority and as may be shown on the recorded Plats. No encroachment upon any utility easements reserved on the Plat shall be authorized or permitted.

Section 9.6. Re-subdivision of Lots. No Lot shall be re-subdivided, nor shall any building be erected or placed on any such re-subdivided Lot, unless such re-subdivision is

first approved by the City of Mt. Juliet (or any other applicable governing authority) and then by the Association. Subject to obtaining the approval of the City of Mt. Juliet (or other applicable governing authority) Developer, however, shall have the right, but not the obligation, to re-subdivide Lots, by recorded Plat or in any other lawful manner, all or any part of the Property, and such Lots, as re-platted, shall be subject to this Declaration as if such Lots were originally included herein. Any such re-plat must comply with pertinent re-platting ordinances, statutes, regulations and requirements.

Section 9.7. Walls, Fences and Hedges. No side or rear fence, wall or hedge shall be more than six (6) feet in height. Prior to commencing the addition or modification of any wall or fence, plans for such improvement shall be submitted to the Architectural Committee as provided herein. Any wall, fence or hedge erected on a Lot shall be maintained by the Owner thereof. All fencing shall be constructed only of such materials and erected only on such Lots and in such a manner as shall be approved by the Association. Fences shall be constructed of materials approved by the Architectural Committee. No fence over 42" shall be constructed or maintained between the front building or setback line and the street; provided, however, the planting of hedges, shrubbery or evergreens in lieu of a fence, and extending to the front or sides of any Lot is permitted, provided such planting shall not be maintained at a height in excess of forty-two (42) inches. However, notwithstanding anything to the contrary contained herein, in any particular Subdivision, Developer shall have the right to allow decorative front yard fences such as picket fences with the provisions on same to be provided for in the Supplemental Declaration for such Subdivision.

Section 9.8. Roofing Material. The roof of any building (including any garage) shall be constructed or covered with asphalt or composition type shingles. Any other type of roofing material shall be permitted only in the sole discretion of the Architectural Committee upon written request.

Section 9.9. Swimming Pools. Swimming pools shall be allowed only on Lots approved by the Association and shall be located at the rear of the residence. All swimming pools shall have a perimeter enclosure, the plans for which, including landscaping plans, must be approved by the Architectural Committee. No above ground swimming pools shall be permitted.

Section 9.10. Storage Tanks and Refuse Disposal. No exposed above-ground tanks or receptacles shall be permitted for the storage of fuel, water, or any other substance, except for refuse produced through normal daily living and of a nature which is satisfactory for pick-up by the collector of refuse or solid waste or its equivalent. Incinerators for garbage, trash, or other refuse shall not be used or permitted to be erected or placed on any Lot. All equipment, coolers, and garbage cans shall be concealed from the view of neighboring lots, roads, streets, and open areas.

Section 9.11. Clothes Lines. Outside clothes lines shall not be permitted.

Section 9.12. Signs and Advertisements. No sign, advertisement, billboard or

advertising structure of any kind shall be erected upon or displayed or otherwise exposed in view on any Lot or any improvement thereon without the prior written consent of the Association; provided that this requirement shall not preclude the installation by Developer of signs identifying the entire residential development or any Pod or other section of the development and provided further that this requirement shall not preclude the placement by Owners or Builders of directional signs and "For Sale" signs in the front of individual residences of such size, character, and number as shall from time to time be approved by the Association. Any directional signs or "For Sales" signs installed by Builders must be approved in advance as the location and type by Developer. The Association shall have the right to remove any such unapproved sign, advertisement, billboard or structure that is placed on said Lots, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

Section 9.13. Use of Temporary Structures. No structure of a temporary character, mobile home, camper, trailer, basement, tent, shack, tool shed, storage shed, garage, barn or other outbuilding shall be erected, moved onto any Lot and/or used at any time as a residence, nor shall any residence of a temporary character be permitted. No structure of any kind except a dwelling house may be occupied as a residence, and the outside of any building so occupied must be completed before occupancy, including landscaping. Other structures of a permanent or semi-permanent nature may be approved from time to time in accordance with the provisions of this Article. Attached or detached storage sheds are permitted if constructed of the same materials and colors as the residence and are approved by the Architectural Committee as provided herein. Temporary structures may be used as building or sales offices and for related purposes during the construction period by the Developer or its assigns and Builders.

Section 9.14. Parking and Storage of Automobiles, Boats, Trailers and Other Vehicles. No trailers, motor homes, boats, boat trailers, go carts, golf carts, travel trailers, inoperative automobiles, campers, or other vehicles as may be determined by the Board, shall be temporarily, semi-permanently or permanently parked or stored in the public street right-of-way or forward of the front of the residence. Storage of such items and vehicles must be totally screened from public view, either within the garage or behind a fence which screens such vehicle from public view, unless otherwise approved in writing by the Developer or Association in accordance with Section 9.3 above. No tractor trailers, buses, or other large (defined as exceeding four (4) tons in weight empty) vehicles shall be parked on driveways or in streets within the Property for periods of time exceeding twelve (12) hours or for more than twenty-four (24) hours in any calendar week. The foregoing shall not apply to construction vehicles of the Developer or Builders. No on street parking of cars for periods over 24 hours in any calendar week.

Section 9.15. Outside Lighting. Outside lights at eaves and door entrances shall be permitted, but no exterior flashing or high-intensity lights, floodlights, or spotlights on the exterior of any building shall be permitted, except with the prior written approval of the Association. Tasteful accent lighting is encouraged and security lighting including spotlights and flood lights which do not create a nuisance for other Lot Owners are permitted. The

Association reserves the right to require any Lot Owner to deactivate or remove any light which the Association deems to be unattractive or a nuisance to other Lot Owner(s). Tasteful holiday decorative lighting is permitted from Thanksgiving until January 7 subject to any rules established by the Association regarding the types and extent of such lighting.

Section 9.16. Maximum Height of Antennae and Satellite Dishes. Unless approved by Developer, no electronic antenna or device of any type other than an antenna for receiving normal television signals shall be erected, constructed, placed or permitted to remain on any Lot, house or building. Television antennas must be located to the rear of the roof ridge line, cable or center line of the principal dwelling. Freestanding antennas must be attached to and located behind the rear wall of the main residential structure. No antennae, either freestanding or attached, shall be permitted to extend more than ten (10) feet above the ridge line of the roof of the tallest structure on the Lot, nor shall it be erected on a wooden pole. No Satellite dishes greater than 3 feet in diameter shall be installed on any home or Lot and all dishes shall be placed at the rear of the home so as to not be visible from the street.

Section 9.17. Window Units. All supplements to the central air conditioning system must be used, erected, placed or maintained to the rear of the main residential structure. No window or wall type air conditioning units shall be permitted to be seen from the street view of any Lot and all such units shall be installed flush with the exterior wall surface.

Section 9.18. Recreational Equipment. All playground and recreational equipment must be used, erected, placed or maintained to the rear of all Lots. Wood construction for such equipment is required, except as otherwise may be approved by the Association. The Association shall have the authority to govern the location, any required screening, materials, and types of various recreational equipment by Rules and Regulations.

Section 9.19. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations shall be permitted on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or any other mineral or resource shall be erected, maintained or permitted upon any Lot.

Section 9.20. Maintenance. All Lots, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by their respective Owners or Occupants. Such maintenance shall include, but not be limited to, painting, repairing, replacing, and caring for roofs, gutters, down spouts, building surfaces, patios, walkways, driveways, and other exterior improvements. The Owner or Occupant of each Lot shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and all trees and shrubbery pruned and cut. In addition, each Lot Owner shall be responsible for maintaining the right of way in any common area between such Lot Owner's Lot and the street. Drainage systems, drainage ditches, drainage basins and any other drainage improvements or areas located on a Lot shall be maintained and kept clean and free of any obstacles by the Owner. No Lot shall be used for storage of material and

equipment, except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation of garbage, trash or rubbish of any kind and the burning (except as permitted by law) of any such materials is prohibited.

In the event of default on the part of the Owner or Occupant of any Lot in observing the above requirements or any of them, each default continuing after ten (10) days' written notice thereof, the Association may, subject to approval of its Board of Directors, enter upon said Lot, repair, maintain and restore the same, cut or prune or cause to be cut or pruned, such weeds, grass, trees and shrubbery and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions and to place said Lot in a neat, attractive healthful and sanitary condition. In so doing, the Association or its agents shall not be subject to any liability for trespass or otherwise. All costs incurred in any such repair, maintenance, restoration, cutting, pruning or removal plus 15% of such costs (not including any applicable fees) to cover administrative costs, shall be charged against the Owner of such Lot as the personal obligation of such Owner and as a lien upon the Lot, enforceable and collectible in the same manner and to the same extent as a maintenance assessment. In addition, the Association shall also have the power to assess fines and penalties against an Owner who fails to abide by the provisions of this Section 9.20. Any Occupant of such Lot shall be jointly and severally liable with the Owner of the payment of such costs.

The Association shall contract with one (1) or more landscaping services to provide grass cutting, lawn maintenance, proper care for all trees, shrubbery and other landscaping, and other necessary maintenance services for the Common Areas, provision for which shall be made in the Common Assessments.

Section 9.21. Damage Destruction or Maintenance. In the event of damage or destruction to any structure located on the Property, the respective Owner thereof agrees as follows:

(a) In the event of total destruction, the Owner shall promptly clear the Lot of debris and leave the same in a neat and orderly condition. Within sixty (60) days of any insurance settlement, the Owner must commence to rebuild and reconstruct the structure. Any such rebuilding and reconstruction shall be accomplished in conformity with the plans and specifications of the original structure so destroyed, subject to any changes or deviations as approved by the Developer or the Association or Architectural Committee, as the case may be, in accordance this Article IV hereof.

(b) In the case of partial damage or destruction, the Owner shall as promptly as an insurance adjustment may be made, cause the damage or destruction to be repaired and restored in a first class condition in accordance with the plans and specifications of the original structure and in conformity with its original exterior painting and decor. Any change or alteration must be approved by the Developer or the Association, as the case may be, in accordance with Section 9.3 hereof. In no event shall any damaged structure be left unrepaired and unrestored for in excess of sixty (60) days from the date of the insurance adjustment.

(c) If the correction of a maintenance or repair problem incurred on one Lot necessitates construction work or access on another Lot, both Owners shall have an easement on the Property of the other for the purpose of this construction. Each party shall contribute to the cost of restoration thereof based on the relative damage of each, unless such damage was caused by the fault of an Owner, in which event the Owners shall allocate the cost of restoration in proportion to the relative fault of the parties.

Section 9.22. Use of Premises. Each Lot shown on the Plat shall be used only for private, single family residential purposes and not otherwise. Notwithstanding the foregoing, Developer or any Builder may maintain, as long as it owns property in or upon such portion of the Property as Developer may determine, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation, offices, storage areas, model units and signs, and houses in the development to use, residential structures, garages or accessory buildings for sales offices and display purposes, but all rights of Developer and of any Builder acting with Developer's permission under this sentence, shall be operative and effective only during the construction and sales period within the area, and this provision may not be amended, altered or repaired without the prior consent of the Developer.

Section 9.23. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, pastured, or maintained on any Lot, except household pets such as dogs and cats which may be kept thereon in reasonable numbers as pets for the sole pleasure of the Owner or Occupant, but not for any commercial use or purpose. 3 or fewer pets total shall be deemed a reasonable number and keeping more than 3 pets shall require the permission of the Association, except for a temporary increase in the number of pets due to the birth of a litter of puppies or kittens.

Section 9.24. Nuisances and Unsightly Materials. No house or other structure on any Lot shall be used for any business or commercial purpose. Home based offices and businesses which are not open to the public and which are otherwise allowed pursuant to governing residential use zoning without the need for a variance shall be allowed, as long as any such business does not cause a nuisance or otherwise violate the provisions of this Declaration. Each Owner or Occupant shall refrain from any act or use of his Lot which could reasonably cause embarrassment, discomfort, annoyance, or nuisance to others. No noxious, offensive, or illegal activity shall be carried on upon any Lot. No motorcycle, motorbike, motor scooter, go cart, or any unlicensed motorized vehicle shall be permitted to be operated on or in the Common Areas. No Lot shall be used, in whole or in part, for the storage of rubbish of any character whatsoever, nor shall any substance, thing, or material be kept upon any Lot which will emit foul or noxious odors or which will cause any noise that will or might disturb the peace and quiet of the Owners or Occupants of surrounding Lots or property. The foregoing shall not be construed to prohibit the temporary deposits of trash and other debris for pick-up by garbage and trash removal service units. The Board of Directors of the Association shall be the sole judge using its sole discretion in determining any violation of any provision contained in this Declaration.

Section 9.25. Hobbies and Activities. The pursuit of any inherently dangerous activity or hobby, including, without limitation, the assembly and disassembly of motor vehicles or other mechanical devices, the shooting of firearms, fireworks, or pyrotechnic devices of any type or size, and other such activities shall not be pursued or undertaken on any part of any Lot or upon the Common Areas without the consent of the Association.

Section 9.26. Visual Obstruction at the Intersection of Public Streets. No object or thing which obstructs sight lines at elevations between two (2) feet and six (6) feet above the surface of the streets shall be placed, planted or permitted to remain on any corner Lot within the triangular area formed by the curb lines of the street involved and a line running from curb line to curb line at points twenty-five (25) feet from the junction of the street curb lines. The same limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. Any object or thing which obstructs visibility or clear view on the roadways is prohibited.

Section 9.27. Governmental Restrictions. Each Owner shall observe all laws, governmental building codes, health regulations, zoning restrictions, all provisions included in the PUD plan for the Master Association Properties, and other regulations applicable to his Lot. In the event of any conflict between any provision of any such governmental code, regulation, or restriction and any provisions of this Declaration, the more restrictive provision shall apply. Any violation of any federal, state, municipal or local law, ordinance, rule or regulation pertaining to the ownership, occupation or use of any property within the Master Association Area is hereby declared to be a violation of this Declaration and shall be subject to any and all of the enforcement procedures set forth in this Declaration.

Section 9.28. Roads. It shall be obligatory upon all owners of the Lots in this Subdivision to consult with the City of Mt Juliet ("Mt Juliet"), before any driveways, culverts, other structures or grading are constructed or modified within the limits of any dedicated right of way, and such placement or construction shall be done in accordance with the requirements of Mt. Juliet applying to the roads within the Subdivision in order that the roads or streets within the Subdivision which would be affected by such placement or construction may not be disqualified for acceptance by Mt Juliet into the public road system.

Section 9.29. Easement for Roads. The right is expressly reserved to the Developer and Owners, their representatives, heirs, successors and assigns, to construct all streets, roads, alleys, or other public ways as now, or hereafter may be, shown on the Plat(s), at such grades or elevation as required by the applicable governing authority; and, for the purpose of constructing such streets, roads, alleys or public ways, they additionally, shall have an easement, not exceeding ten (10) feet in width, upon and along each adjoining Lot, for the construction of properly banked slopes in accordance with the specifications of the government body or agency having jurisdiction over the construction of public roads; and no Owner of any Lot shall have any right of action or claim for damages against anyone on account of the grade or elevation at which such road, street, alley or public way may hereafter be constructed, or on account of the bank slopes constructed within the limits of the said ten (10) foot easement.

Section 9.30. Minimum Square Footages. The minimum square footage for residences constructed on the Lots shall be as follows based on the zoning and Lot sizes in the Subdivision:

<u>Zoning</u>	<u>Minimum Lot Size</u>	<u>Minimum Home Size</u>
RS 20	20,000 Sq Ft	1,600 Sq Ft
RS 10	6,000 Sq Ft	1,200 Sq Ft
R 10	4,000 Sq Ft	1,100 Sq Ft

For purposes of calculating square footage contained in a residence, the square footage calculation shall include only heated, finished living space. All residences on property zoned R 10 and RS 10 shall have at least a one car garage and all residences on property zoned RS 20 shall have at least a two car garage. For property zoned R 10, no more than 35% of the Lots shall be 4,000 to 5,000 square feet in size and no less than 65% of the Lots shall be 5,000 square feet or greater. For property zoned RS 10, no more than 35% of the Lots shall be 6,000 to 7,000 square feet in size and no less than 65% of the Lots shall be 7,000 square feet or greater.

Section 9.31. Use of Common Area Amenities. The Association may publish regulations from time to time governing the use of all of the Common Areas including all amenities located thereon. Such regulations may be enforced in the same manner as the provisions of this Declaration.

Section 9.32. Erosion Control, and Lot Maintenance. During and throughout construction, as well as after completion of a residence, the Builder or Lot Owner shall take such action as may be reasonably required: (a) to control, inhibit, and prevent land erosion and the sedimentation of streams and ponds from erosion, (b) to keep such site in a neat and attractive condition free from trash and debris and (c) to maintain the lawn and other vegetation on any such Lot. If a Builder or Owner does not maintain a site as herein provided, then the Developer or the Association may, after reasonable notice to Builder or Owner, have the required work done and the cost thus incurred shall be paid by the Builder or Owner upon demand. The Developer and the Association shall have the right of entry upon each Lot as necessary to perform such work or cause such work to be performed.

Section 9.33. Storage of Building Materials. No lumber, brick, stone, block or other building materials shall be stored on any Lot except for building purposes for that particular Lot, and then only for such time as is reasonably necessary for a diligent completion of the project.

Section 9.34. Curb Cuts and Damage. Any Builder or Owner who makes a curb cut or damages any Common Areas shall be responsible for repairing same at his sole expense and at the direction and to the satisfaction of the Developer or the Association. Any such Builder or Owner shall reimburse Developer for the cost of any such repairs if Developer repairs damages.

Section 9.35. Excavation and Fill. No Owner or Builder shall excavate or extract earth from any Lot for any business or commercial purpose. Proposed elevation changes on a Lot shall be included with the plan submitted to the Architectural Committee prior to commencement of construction. Changes which adversely affect the surface grade of adjacent or surrounding Lots or the storm water drainage plan will not be permitted. Substantial quantities of fill brought to any Lot during construction shall be subject to prior approval by the Developer or Association for stability and effect on adjacent Lots.

Section 9.36. Solar Panels. Solar panels shall not face the street and shall be compatible with the adjoining surface upon which they are mounted. The type, size and location of any such solar panels shall be shown on plans to be submitted and subject to the approval of the Architectural Committee.

Section 9.37. Driveways and Parking. All driveways and parking areas shall be paved. Except as provided in a Supplemental Declaration, each Lot shall contain at least two (2) off street paved parking spaces excluding garage parking. Privacy fences or landscaping to screen garage door openings from the neighboring house will be encouraged.

Section 9.38. Landscaping and Trees. The front elevation of each residence in the Subdivision shall be landscaped with shrubs, bushes, trees or other plantings so as to provide cover at grade across the front of the home. In addition, except as may be waived by Declarant or the Architectural Committee as to certain Lots, on each Lot the Builder and/or Owner shall install at least one 2 inch trunk caliber tree on all Lots with two 2 inch trunk caliber trees required on corner Lots. In addition, all Lots shall be strawed and seeded. All plantings and landscaping and seeding shall be completed.

Section 9.39. Front Porches. Porches may have railings of painted wood, metal or vinyl. Front porches, both open and covered may encroach within the minimum front building setback up to five feet as long as the government agencies in City of Mt Juliet or other applicable governing authority approves such encroachment. No enclosed front porches shall be allowed.

Section 9.40. Rules and Regulations. The Association shall have the right to pass rules and regulations governing additional aspects of and imposing additional restrictions on the use and maintenance of the Lots and use of and maintenance of Common Areas. Said rules and regulations may include (without limitation) the right to make additional special assessments against specific lot owners as a result of a Lot Owner's (or any agent or invitee of a Lot Owner) violation of any of the terms of this Declaration or of any rules or regulations promulgated hereunder. In addition, the rules and regulations may provide that Lot Owners shall be responsible for maintenance of limited portions of Common Areas immediately adjoining their lot. Any and all assessments made pursuant to the rules and regulations shall be deemed assessments properly made pursuant to the terms of this Declaration and may be collected by the Association in accordance with the provisions as contained herein. In addition, the Rules and Regulations may include (without limitation)

restrictions and rules regarding any and all aspects of the use of the Lots and residences thereon as well as the common areas regarding any matter which the Association believes should be regulated in order to preserve the desirability and attractiveness and/or provide for maintenance of the Development if the Association reasonably determines that such rules and regulations shall benefit the overall Development. Specifically, and without limiting any additional matters which may be addressed in the Rules and Regulations, the Rules and Regulations may regulate lawn art, lighting, neon signs, interior window coverings that are visible from the street, and holiday decorations.

9.41 Maintenance of Drainage. The established drainage pattern over any property within the Subdivision shall not be altered except as approved in writing by the Architectural Committee. Approval shall not be granted unless provision is made for adequate alternate drainage. The "established drainage pattern" shall mean the drainage pattern which exists at the time the overall grading of any property is completed and shall include any established drainage pattern shown on any plans approved by the Architectural Committee. The established drainage pattern may include the drainage pattern from Master Association Properties, or from any Site over another Site.

9.42 Garage Sales. Garage sales or any other similar private or public sale of goods, personal property, or services shall not be allowed except for Master Association sponsored sales to be authorized by the Board and held only on specified days on a community wide basis and in accordance with rules to be established by the Board.

ARTICLE X MISCELLANEOUS PROVISIONS

10.1 Duration. The provisions of this Declaration shall run with and bind title to the Master Association Properties, shall be binding upon and inure to the benefit of Declarant, the Association, and all Owners and Mortgagees, and their respective heirs, executors, legal representatives, successors, and assigns, and shall be and remain in effect until the twenty fifth anniversary of the date of the recording of this Declaration, whereupon this Declaration shall be automatically renewed for successive terms of twenty five (25) years unless Owners holding at least two thirds of the total votes of all Owners elect to terminate the Declaration by vote taken at least six (6) months prior to the twenty fifth anniversary of the date of the recording of this Declaration and unless termination is approved by the City of Mt. Juliet or other applicable governing authority. Notwithstanding the foregoing, any easements granted pursuant hereto or in any Supplemental Declaration are and shall be perpetual, except to the extent, if any, otherwise provided in the creation of any such easement, and except that any dedication to an acceptance by an appropriate governmental authority or any conveyance or grant to any appropriate public utility of the facilities that are the subject of any such easements shall terminate those easements if such dedication, conveyance, or grant so provides.

10.2 Land Outside Master Association Area. The restrictions created by this

Declaration benefit and burden only the Master Association Area and no other land whatsoever, whether or not within the Annexable Area. Notwithstanding any possible sharing of present or future facilities by other land, whether developed by Declarant or others, the general plan created by the restrictions of this Declaration extends only to the Master Association Area, and such restrictions are not intended to benefit any Persons other than those having an interest in the Master Association Area. No Persons owning land or having an interest in land outside of the Master Association Area shall have any right whatsoever to enforce this Declaration for the benefit of such land and neither the Association or any Owner shall have the right to extend the enforcement of this Declaration to any real property not within the Master Association Area, whether or not such other real property is within the Annexable Area.

10.3 Amendment to Declaration by Declarant. Subject to obtaining approval of the City of Mt. Juliet Planning Commission as to a Material Amendment as provided herein, until the first Site subject to this Declaration has been conveyed by Declarant to a non-Declarant Owner by a recorded deed, any of the covenants, conditions, restrictions, easements, equitable servitudes and other provisions contained in this Declaration may be unilaterally amended or terminated by Declarant, or new covenants, conditions, restrictions, easements, reservations, rights-of-way, equitable servitudes and other provisions may be unilaterally added by Declarant, by the recordation of a written instrument, executed by Declarant, setting forth such amendment, termination or additions.

10.4 Amendment to Declaration by Owners. Except as provided in Section 10.3 hereof, amendments to this Declaration shall be proposed and adopted in the following manner: Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Owners at which such proposed amendment is to be considered and shall be delivered in accordance with the Bylaws. At such meeting, a resolution for the adoption of a proposed amendment may be proposed either by the Board or by an Owner. Such amendment must be approved by at least a majority of the total votes present at such meeting in person or by proxy at which a quorum is present for the conduct of business. During the Appointment Period and after the Appointment Period, for as long as Declarant owns any land within the Master Association Area, no amendment to the Declaration may become effective without the approval of Declarant. The agreement of the required percentage of the Owners and, when required, the Declarant and any Mortgagee, to any amendment to this Declaration shall be evidenced by their execution of such amendment or in the alternative (as to all such Persons other than Declarant), the sworn statement of the President and any vice president or the Secretary of the Association attached to or incorporated in the amendment executed by the Association, which sworn statement shall state unequivocally that the written agreement of the required Persons was lawfully obtained. Any such amendment to this Declaration shall become effective only when recorded, or at such later date as may be specified in the amendment itself. Notwithstanding anything to the contrary contained herein, during the Appointment Period, Declarant as the sole Class B Owner shall have the right to amend this Declaration without the necessity of calling a meeting of the Owners by executing a recording such amendment in the Wilson County, Tennessee Register's Office.

10.5 Association Right To Mortgage Information. Each Owner hereby authorizes any Mortgagee holding a Mortgage on such Owners Site to furnish information to the Master Association concerning the status of such Mortgage and the loan which it secures, to the extent such Information is appropriate in order to assist the Master Association in determining if such loan is a valid First Mortgage or secondary purchase money Mortgage.

10.6 Notices Upon any Owners acquisition of a Site, such Owner shall notify the Master Association of such Owner's address for purposes of the furnishing of notice in connection with this Declaration. Until notice to the contrary is given to all Owners by the Master Association, the address of the Master Association for the purposes of the furnishing of notice in connection with this Declaration shall be Declarant's principal office in the State of Tennessee. Any notice permitted or required to be given under this Declaration shall be in writing and may be given either personally or by mail, telecopier, or telegraph. If served by mail, such notice shall be sent first class, postage prepaid, addressed to the Person entitled to receive such notice at the address given by such Persons to the Master Association for the purpose of service of such notice, or to the Site of such Person if no address has been given to the Master Association. and shall be deemed given, if not actually received earlier at 5:00 PM on the second day which is not a Sunday or legal holiday after it is deposited in a regular depository of the United States Postal Service. Such address may be changed by any such Person from time to time by notice in writing to the Master Association. Notice to one or more Owners of a Lot shall constitute notice to all such Owners. It shall be the obligation of every Owner to notify the Secretary of the Master Association immediately in writing of any change in address. Any Person who becomes the Owner of a Site after the date on which notice is delivered personally or mailed shall be deemed to have received such notice if received by such Owners predecessor in title to such Site.

10.7 Enforcement. The Master Association alone, and not any Owner or Owners individually, shall have the right to enforce any or all of the covenants, conditions, restrictions, easements, reservations, rights-of-way, equitable servitudes and other provisions contained in this Declaration against any Site and the Owner thereof. Any Owner or Owners may petition the Master Association to request enforcement of any provision of this Declaration, but the decision to take any action to enforce same shall lie solely with the Board of the Association. The right of enforcement shall include the right to proceed, jointly or severally, at law or in equity to prevent any breach hereof and/or to recover damages for any breach of the terms of this Declaration, the Bylaws, or the Rules and Regulations. Such proceedings may include, without limitation, suits to restrain or enjoin such breaches, actions for damages resulting therefrom, and actions in equity against any particular Site to enforce any lien created by this Declaration. Damages shall not be deemed adequate compensation for any breach or violation of any provisions of this Declaration, the Bylaws, or the Rules and Regulations, and, accordingly, the Master Association shall be entitled to relief by way of injunction, as well as any other remedy either at law or in equity. In addition, upon the violation of this Declaration, the Bylaws or the Rules and Regulations, the Board shall have the power and authority (a) to impose reasonable monetary fines which shall

constitute a lien upon the Site of the Owner or Owners who are guilty of such violation (b) to suspend the right of such Owner(s) and Related User(s) who are guilty of such violation to vote in the Master Association; and the Board shall have the power to impose either or both of these sanctions. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty days.

10.8 No Obligation to Enforce Declaration. Neither Declarant nor the Master Association, or its directors, officers or committees, shall be under any obligation to take any action to enforce the terms of this Declaration, the Bylaws, or the Rules and Regulations.

10.9 No Waiver. No delay or failure on the part of the Association or any other aggrieved party to invoke any available right, power, or remedy in respect to a breach of this Declaration, the Bylaws, or the Rules and Regulations shall be held to be a waiver by that party of (or stop that party from asserting) any right, power, or remedy available to it upon the recurrence or continuance of such breach or the occurrence of a different breach.

10.10 Remedies Cumulative. The rights, powers, and remedies provided in this Declaration shall be cumulative and not restrictive of other remedies at law or in equity, and the exercise by a Person of any particular right, power, or remedy shall not be deemed an election of remedies or to preclude such Person's resort to other rights, powers, or remedies available to it.

10.11 Costs and Attorney's Fees. In any action or proceeding under this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees.

10.12 Limitation on Liability. The Master Association, the Board, any Architectural Review Committee, any other committee established by the Board, Declarant, and any member of the Board or any committee, officer, agent or employee of any of them shall not be liable to any Person for any mistake of judgment, whether negligent or otherwise, or for any action or any failure to act under this Declaration or any Supplemental Declaration. In addition, the Board and the officers of the Master Association shall have no personal liability with respect to any contract or other commitment made by them, on behalf of the Master Association (except to the extent that such directors or officers may also be Owners) and the Association, as an Administrative Function, shall indemnify the Board and such officers against, and hold, save and defend them free and harmless from any and all expense, loss, or liability to others on account of any such contract or commitment. In addition, each member of the Board, any Architectural Review Committee, any other committee established by the Board, Declarant, and any officer, agent or employee of any of them, and each officer of the Master Association shall be indemnified and held harmless by the Association, as an Administrative Function, from any expense, loss or liability to others by reason of having served in such capacity, against all expenses, losses, and liabilities, including court costs and reasonable attorneys' fees incurred by or imposed upon such Person in connection with any proceeding to which he may be a party or may have become involved by reason of holding such position, whether or not he holds such position at the

time such expenses are incurred, except in cases in which the expenses, losses, and liabilities arise from a proceeding in which such Person is adjudicated guilty of willful misfeasance or malfeasance, misconduct, or bad faith in the performance of his duties and for which indemnification is prohibited by law under the Tennessee Not For Profit Corporation Act. In the event of a settlement of any such proceedings, the indemnification provided hereby shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Master Association. Any right of Indemnification provided in this Section shall not be exclusive of any other rights to which an Indemnatee may be entitled. Nothing contained herein shall in any way preclude or limit the City of Mt. Juliet or any other applicable governing body from enforcing the terms of this Declaration.

10.13 General Development Information. Any brochures, maps, models, handouts, schematics, plans and facilities provided or available in connection with Declarant's development, construction, promotion, marketing, sale or leasing of property or improvements are provided for general information purposes only, are subject to change and deletion without notice by Declarant, by public or governmental authorities; and by others and shall not obligate Declarant to develop, construct, promote, market, sell or lease any such property or improvements whatsoever or in any particular manner, or to add to the Master Association Area any portion of the Annexable Area.

10.14 Use of a "Providence" Name. In order to avoid confusion in the minds of the public about the identity of any Person conducting a business in the Master Association Area, no Owner or Related User may use the name "Providence" in the name of any building, development or other business conducted within the Master Association Area without the prior written consent of Declarant during the Appointment Period and thereafter by the Master Association, which consent shall be granted, withheld or conditioned as Declarant or the Master Association may choose in its sole discretion.

10.15 Governing Law. This Declaration shall be construed and governed under the enforced in accordance with the laws of the State of Tennessee.

10.16 Captions for Convenience. The table of contents, titles, headings and captions used in this Declaration are intended solely for convenience of reference and shall not be considered in construing any of the provisions contained herein.

10.17 Interpretation. The Board shall have the right, power and authority to determine all questions arising under or in connection with this Declaration and to construe and interpret its provisions, and any determination, construction, or interpretation made in good faith by the Board shall be binding on all Owners. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of the Board, will best effect the understanding of the intent of the general purposes of this Declaration. The provisions hereof shall be liberally interpreted to effectuate the purposes set forth herein, and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective.

10.18 Conflicts in Legal Documents. In case of conflicts between the provisions in this Declaration and the Articles of Incorporation, the Bylaws or the Rules and Regulations, this Declaration shall control. In case of conflict in the provisions in the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control.

10.19 Number, Gender and Grammar. Unless the context requires a contrary construction, the singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

10.20 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any Person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the valid provision or application, and to this end the provisions of this Declaration are declared to be severable.

10.21 Effective Date of Declaration. The effective date of this Declaration shall be the date of its recording in the Wilson County Register of Deeds Office.

10.22 Joinder of Villages of Mt. Juliet, Ltd. Villages of Mt. Juliet, Ltd. ("Villages"), a Tennessee limited partnership, joins in this Declaration to submit the real property owned by Villages (the "Villages Property") to the terms of this Declaration. The Villages Property is under contract for sale to Declarant. If for any reason the Villages Property is not purchased by Declarant or an assignee of Declarant, then such property shall nevertheless remain subject to the terms of this Declaration. In such event Villages shall be deemed the Declarant as to such portion not so purchased and shall have the powers of Declarant as set forth herein as to such portion.

Article XI

MULTI FAMILY AND COMMERCIAL PROVISIONS

All Multi Family Sites and Commercial Sites, being portions of the Master Association Area zoned for multi family residential use, which include multiple residential dwelling units owned as part of a single development where individual units are not owned individually (Multi Family Sites do not include Single Residential Sites), and commercial use, shall be developed in accordance with all applicable laws, rules, and regulations and in accordance with the PUD plan for Providence, which is hereby incorporated by reference. In addition, with respect to all existing applicable laws, rules and regulations, the developer of any Multi Family Site or Commercial Site agrees to abide by same regardless of the enforceability of same.

All Multi Family Sites and all Commercial Sites, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by

their respective Owners or Occupants. Such maintenance shall include, but not be limited to, painting, repairing, replacing, and caring for roofs, gutters, down spouts, building surfaces, patios, walkways, driveways, and other exterior improvements. The Owner or Occupant of each Multi Family Site and Commercial Site shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and all trees and shrubbery pruned and cut. In addition, each Owner shall be responsible for maintaining the right of way and any common area between such Owner's site and the street. Drainage systems, drainage ditches, drainage basins and any other drainage improvements or areas located on a Site shall be maintained and kept clean and free of any obstacles by the Owner. No Site shall be used for storage of material and equipment, except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation of junk, non functioning vehicles, garbage, trash or rubbish of any kind and the burning (except as permitted by law) of any such materials is prohibited. In the event of default on the part of the Owner or Occupant of any Site in observing the above requirements or any of them, each default continuing after ten (10) days' written notice thereof, the Association may, subject to approval of its Board of Directors, enter upon said Site, repair, maintain and restore the same, cut or prune or cause to be cut or pruned, such weeds, grass, trees and shrubbery and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions and to place said Site in a neat, attractive healthful and sanitary condition. In so doing, the Association or its agents shall not be subject to any liability for trespass or otherwise. All costs incurred in any such repair, maintenance, restoration, cutting, pruning or removal shall be charged against the Owner of such Site as the personal obligation of such Owner and as a lien upon the Site, enforceable and collectible in the same manner and to the same extent as any other Assessment. Any Occupant of such Site shall be jointly and severally liable with the Owner of the payment of such costs. Additional provisions governing Multi Family Sites and Commercial Sites may be established by Supplemental Declarations. Notwithstanding anything to the contrary contained herein, the Master Association shall not have the power to promulgate any rule or regulation applicable to any Multi Family Site or Commercial Site which conflicts with the provisions of this Article XI or with the terms of any Supplemental Declaration governing the use of a particular Multi Family Site or Commercial Site.

In witness whereof, the undersigned have executed this Declaration effective as of the date first above written.

[Signature pages follow]

PROVIDENCE, DEVELOPERS, INC.

BY: R. Dudley Smith, Jr.
R. DUDLEY SMITH, JR., PRESIDENT

VILLAGES OF MT. JULIET, LTD.

BY: VILLAGES OF MT. JULIET, INC., ITS MANAGING
PARTNER

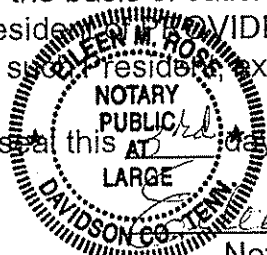
BY: _____
JOHN E. CAIN, III, CHAIRMAN

STATE OF TENNESSEE

COUNTY OF Williamson

Before me, Eileen M. Rose of the state and county mentioned, personally appeared R. DUDLEY SMITH, JR. with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of PROVIDENCE DEVELOPERS, INC., the within named bargainor and that he as such President, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal this 13th day of May, 2004.



Eileen M. Rose
Notary Public

Commission expires: _____

MY COMMISSION EXPIRES
MARCH 25, 2006

STATE OF TENNESSEE

COUNTY OF _____

Before me, _____ of the state and county mentioned, personally appeared JOHN E. CAIN, III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Chairman of VILLAGES OF MT. JULIET, INC., the managing general partner of VILLAGES OF MT. JULIET, LTD., the within named bargainor and that he as such Chairman, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing his name as Chairman.

WITNESS my hand and seal, this _____ day of _____, 2004.

Notary Public

My Commission Expires: _____

Providence Covenants 11-18-03

PROVIDENCE, DEVELOPERS, INC.

BY: _____
R. DUDLEY SMITH, JR., PRESIDENT

VILLAGES OF MT. JULIET, LTD.

BY: VILLAGES OF MT. JULIET, INC., ITS MANAGING
PARTNER

BY: John E. Cain
JOHN E. CAIN, III, CHAIRMAN

STATE OF TENNESSEE
COUNTY OF Davidson

Before me, Yvonne Norman of the state and county mentioned, personally appeared R. DUDLEY SMITH, JR. with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of PROVIDENCE DEVELOPERS, INC., the within named bargainor and that he as such President, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal this 3 day of March, 2004.

Yvonne Norman
Notary Public

Commission expires: 7-30-05

STATE OF TENNESSEE
COUNTY OF Davidson

Before me, Yvonne Norman of the state and county mentioned, personally appeared JOHN E. CAIN, III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Chairman of VILLAGES OF MT. JULIET, INC., the managing general partner of VILLAGES OF MT. JULIET, LTD., the within named bargainor and that he as such Chairman, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing his name as Chairman.

WITNESS my hand and seal, this 3 day of March, 2004.

Yvonne Norman
Notary Public

My Commission Expires: 7-30-05

Providence Covenants 11-18-03

EXHIBIT A
LEGAL DESCRIPTION OF FIRST SECTION

LAND DESCRIPTION

Providence, Phase I
Belinda Parkway
Wilson County
Mt. Juliet, Tennessee
Property Map 95, Portion of Parcel 1

Being a parcel of land lying in the Twenty-fifth Civil District of Wilson County, Mt. Juliet, Tennessee, owned by Villages of Mt. Juliet, of record in Deed Book 403, Page 305, Register's Office of Wilson County, Tennessee, and being more particularly described as follows:

Beginning at an iron pin set this survey, East of Mt. Juliet Road, South 81°18'52" East, 1050.41 feet from the Northeast corner of the M. S. Management Associates, Inc. property, of record in Deed Book 434, Page 583, Register's Office of Wilson County, Tennessee;

Thence, South 81°18'52" East, a distance of 130.00 feet to an iron pin set this survey;

Thence, leaving said margin, with a curve to the left, having a central angle of 90°00'00", a radius of 30.00 feet, a tangent of 30.00 feet, an arc length of 47.12 feet, and a chord bearing and distance of South 53°41'08" West, 42.43 feet to an iron pin set this survey;

Thence, South 08°41'08" West, a distance of 91.90 feet to an iron pin set this survey;

Thence, with a curve to the left, having a central angle of 7°00'42", a radius of 865.00 feet, a tangent of 52.99 feet, an arc length of 105.86 feet, and a chord bearing and distance of South 05°01'57" West, 105.79 feet to an iron pin set this survey;

Thence, South 01°31'36" West, a distance of 261.53 feet to an iron pin set this survey;

Thence, with a curve to the right, having a central angle of 11°49'54", a radius of 1235.00 feet, a tangent of 127.97 feet, an arc length of 255.03 feet, and a chord bearing and distance of South 07°26'33" West, 254.58 feet to an iron pin set this survey;

Thence, South 13°21'30" West, a distance of 190.93 feet to an iron pin set this survey;

Thence, South 83°04'55" East, a distance of 1573.59 feet to an iron pin set this survey near the West line of Lot 250 & New Lot 250-A, Hidden Cove Subdivision, Section II, of record in Plat Book 19, Page 584, Register's Office of Wilson County, Tennessee;

Thence, along or near the Westerly, Southerly, and Easterly line of said subdivision, the following

Thence, with a curve to the right, having a central angle of 7°46'00", a radius of 1950.00 feet, a tangent of 132.37, an arc length of 264.33 feet, and a chord bearing and distance of North 83°35'19" East, 264.13 feet to an iron pin set this survey;

Thence, North 87°28'19" East, a distance of 241.76 feet to an iron pin set this survey at the Northwest corner of the Forest View, L.P. property, of record in Deed Book 981, Page 1298, Register's Office of Wilson County, Tennessee;

Thence, along or near the Westerly and Southerly line of said Forest View, L.P. property, the following four (4) calls:

Thence, South 02°31'41" East, a distance of 271.54 feet to an iron pin set this survey;

Thence, South 33°53'23" East, a distance of 144.39 feet to an iron pin set this survey;

Thence, South 84°00'57" East, a distance of 395.28 feet to an iron pin set this survey;

Thence, South 83°50'40" East, a distance of 101.83 feet to an iron pin set this survey;

Thence, South 06°54'43" West, a distance of 520.78 feet to an iron pin set this survey;

Thence, South 82°25'17" East, a distance of 598.35 feet to an iron pin set this survey;

Thence, North 48°41'47" East, a distance of 537.25 feet to an iron pin set this survey near the Southerly line of the John Coleman Hayes, Jr. property, of record in Deed Book 387, Page 67, Register's Office of Wilson County, Tennessee;

Thence, South 64°24'24" East, a distance of 140.34 feet to an iron pin set this survey near the Westerly line of Belinda City, Section I, of record in Plat Book 13, Page 87, Register's Office of Wilson County, Tennessee;

Thence, near the West line of said subdivision, South 07°41'20" West, a distance of 475.46 feet to an iron pin set this survey;

Thence with a curve to the left, having a central angle of 33°35'11", a radius of 600.00 feet, a tangent of 181.07 feet, an arc length of 351.72 feet, and a chord bearing and distance of South 73°45'47" West, 346.70 feet to an iron pin set this survey;

Thence, with a curve to the right, having a central angle of 11°29'52", a radius of 790.00 feet, a tangent of 79.53 feet, an arc length of 158.53 feet, and a chord bearing and distance of South 62°43'07" West, 158.27 feet to an iron pin set this survey;

Thence, South 22°26'20" East, a distance of 210.41 feet to an iron pin set this survey;

Thence, South 57°34'01" East, a distance of 6.35 feet to an iron pin set this survey;

Thence, North 21°36'00" East, a distance of 12.73 feet to an iron pin set this survey;

Thence, South 57°34'01" East, a distance of 130.00 feet to an iron pin set this survey;

Thence, South 79°50'26" East, a distance of 43.49 feet to an iron pin set this survey;
Thence, South 81°51'33" East, a distance of 208.68 feet to an iron pin set this survey;
Thence, South 69°36'59" East, a distance of 81.00 feet to an iron pin set this survey;
Thence, South 60°44'42" East, a distance of 92.34 feet to an iron pin set this survey;
Thence, South 49°06'43" East, a distance of 94.49 feet to an iron pin set this survey;
Thence, South 36°09'16" East, a distance of 95.79 feet to an iron pin set this survey;
Thence, South 17°14'16" East, a distance of 83.17 feet to an iron pin set this survey;
Thence, South 09°16'12" East, a distance of 71.87 feet to an iron pin set this survey;
Thence, South 24°26'29" East, a distance of 287.93 feet to an iron pin set this survey;
Thence, South 13°30'37" East, a distance of 75.68 feet to an iron pin set this survey;
Thence, South 11°16'42" West, a distance of 98.99 feet to an iron pin set this survey;
Thence, South 13°26'15" West, a distance of 139.17 feet to an iron pin set this survey near the Northerly line of the Woodrow Baird property, of record in Deed Book 417, Page 184, Register's Office of Wilson County, Tennessee;

Thence, along or near the Northerly and Westerly line of said Baird, the following three (3) calls:

Thence, North 83°49'12" West, a distance of 2355.66 feet to an iron pin set this survey;

Thence, South 63°56'46" West, a distance of 554.40 feet to a found iron pin;

Thence, South 08°09'31" West, a distance of 1834.52 feet to an iron pin set this survey near the common corner of the Grafton Lercy Graves property, of record in Deed Book 123, Page 211, and the Pauline Eakes property, no deed of record found, Register's Office of Wilson County, Tennessee;

Thence, along or near the Northerly and Westerly line of said Eakes, the following three (3) calls:

Thence, North 83°12'41" West, a distance of 1364.50 feet to an iron pin set this survey;

Thence, South 08°32'19" West, a distance of 692.50 feet to an iron pin set this survey;

Thence, South 08°17'19" West, a distance of 712.50 feet to an iron pin set this survey;

Thence, North 84°05'11" West, a distance of 1099.00 feet to an iron pin set this survey to a found iron pin near the Northerly line of the Geraldine Griffith property, of record in Deed Book 318, Page 45, and near the Southeast corner the Jere N. McCulloch, Trustee property, of record in Deed Book 398, Page 577, Register's Office of Wilson County, Tennessee;

Thence, along or near the Easterly line of said McCulloch, North 07°32'19" East, a distance of 1974.95 feet to a found iron pin near the Southeast corner of the Jere N. McCulloch property, of record in Deed Book 402, Page 399, Register's Office of Wilson County, Tennessee;

Thence, along or near said McCulloch, North 07°41'56" East, a distance of 943.62 feet to an iron pin set this survey at the Southeast corner of the M. S. Management, Inc. property, of record in Deed Book 434, Page 593, Register's Office of Wilson County, Tennessee;

Thence, with the Easterly line of said M. S. Management property, North 07°36'36" East, a distance of 1361.48 feet to an iron pin set this survey;

Thence, leaving said line, South 80°51'34" East, a distance of 859.16 feet to an iron pin set this survey;

Thence, with a curve to the left, having a central angle of 0°07'40", a radius of 765.00 feet, a tangent 0.85 feet, an arc length of 1.71 feet, and a chord bearing and distance of North 00°19'23" West, 1.71 feet to an iron pin set this survey;

Thence, with a curve to the right, having a central angle of 13°44'43", a radius of 1035.00 feet, a tangent 124.75 feet, an arc length of 248.30 feet, and a chord bearing and distance of North 06°29'09" East, 247.70 feet to an iron pin set this survey;

Thence, North 13°21'30" East, a distance of 267.97 feet to an iron pin set this survey;

Thence, with a curve to the left, having a central angle of 11°49'54", a radius of 1165.00 feet, a tangent of 120.72 feet, an arc length of 240.57 feet, and a chord bearing and distance of North 07°26'33" East, 240.14 feet to an iron pin set this survey;

Thence, North 01°31'36" East, a distance of 261.52 feet to an iron pin set this survey;

Thence, with a curve to the right, having a central angle of 7°01'22", a radius of 935.00 feet, a tangent of 57.37 feet, an arc length of 114.60 feet, and a chord bearing and distance of North 05°02'18" East, 114.53 feet to an iron pin set this survey;

Thence, North 08°41'08" East, a distance of 91.90 feet to an iron pin set this survey;

Thence, with a curve to the left, having a central angle of 90°00'00", a radius of 30.00 feet, a tangent of 30.00 feet, an arc length of 47.12 feet, and a chord bearing and distance of North 36°18'52" West, 42.43 feet to the Point of Beginning and Containing 13,283,720 Square Feet or 304.95 Acres, more or less.

EXHIBIT B
LEGAL DESCRIPTION OF ANNEXABLE AREA
Consisting of 7 separate tracts

Providence, Phase II – Tract I
South Rutland Road
Wilson County
Mt. Juliet, Tennessee
Property Map 95, Portion of Parcel 1

Being a parcel of land lying in the Twenty-fifth Civil District of Wilson County, Mt. Juliet, Tennessee, owned by Villages of Mt. Juliet, of record in Deed Book 403, Page 305, Register's Office of Wilson County, Tennessee, and being more particularly described as follows:

Beginning at a metal fence post, North of Central Pike, located on the Easterly margin of South Rutland Road, near the Northwest corner of the Burnette E. Baird property, of record in Book 144, Page 281, Register's Office of Wilson County, Tennessee;

Thence, with the Easterly and Southerly margin of South Rutland Road, the following seventeen (17) calls:

Thence, North 04°13'01" East, a distance of 162.02 feet to an iron pin set this survey;

Thence, North 08°28'25" East, a distance of 773.89 feet to an iron pin set this survey;

Thence, with a curve to the right having a central angle of 14°36'27", radius of 675.00 feet, an arc distance of 172.09 feet, a tangent of 86.51 feet, and a chord bearing and distance of North 15°46'39" East, 171.62 feet to an iron pin set this survey;

Thence, North 23°04'52" East, a distance of 90.40 feet to an iron pin set this survey;

Thence, North 28°10'25" East, a distance of 148.31 feet to an iron pin set this survey;

Thence, with a curve to the right having central angle of 69°14'29", a radius of 125.00 feet, a tangent of 86.30 feet an arc distance 151.06 feet, and a chord bearing and distance North 62°47'39" East, 142.04 feet to an iron pin set this survey;

Thence, South 82°35'06" East, a distance of 1050.36 feet to an iron pin set this survey;

Thence, South 83°08'42" East, a distance of 900.13 feet to an iron pin set this survey;

Thence, with a curve to the right, having a central angle of 11°19'59", a radius of 5175.00 feet, a tangent of 513.48 feet, an arc distance of 1023.62 feet, and a chord bearing and distance of South 77°28'43" East, 1021.95 feet to an iron pin set this survey;

Thence, with a curve to the left, having a central angle of 4°25'28", a radius of 2725.00 feet, a tangent of 105.26 feet, an arc distance of 210.42 feet, and a chord bearing and distance of South 74°01'27" East, 210.37 feet to an iron pin set this survey;

Thence, South 76°14'11" East, a distance of 31.33 feet to an iron pin set this survey;

Thence, South 82°19'49" East, a distance of 321.38 feet to an iron pin set this survey;

Thence, South 82°33'11" East, a distance of 626.16 feet to an iron pin set this survey;

Thence, South 82°19'53" East, a distance of 513.01 feet to an iron pin set this survey;

Thence, South 83°36'43" East, a distance of 246.73 feet to an iron pin set this survey;

Thence, South 82°30'24" East, a distance of 319.56 feet to an iron pin set this survey;

Thence, with a curve to the left, having a central angle of 26°28'32", a radius of 275.00 feet, a tangent of 64.69 feet, an arc distance of 127.07 feet, a chord bearing and distance of North 85°28'27" East, 125.95 feet to an iron pin set this survey near the Northwest corner of Lot 6 of Jerry Kittrell Property of record in Plat Book 20, Page 352, owned by Patricia A. Work, of record in Deed Book 446, Page 725, Register's Office of Wilson County, Tennessee;

Thence, leaving said margin of South Rutland Road, along or near the Westerly line of Work, South 19°40'00" East, a distance of 1156.43 feet to an iron pin found near the Westerly line of Lot 8 of Sallie D. Clemons, of record in Plat Book 21, Page 362, owned by Jack N. Gillespie, of record in Deed Book 462, Page 889, Register's Office of Wilson County, Tennessee;

Thence, South 53°31'17" West, a distance of 456.37 feet to an iron pin found near the Northwest corner of Lot 10 of said Clemmons;

Thence, South 26°13'48" West, a distance of 564.33 feet to an iron pin found near the common corner of Lot 13, owned by Stephen Davis, of record in Deed Book 452, Page 470, and Lot 1 of Beulah L. Sweeton of record in Plat Book 20, Page 871, owned by Bobby G. Syler, of record in Deed Book 446, Page 363, Register's Office of Wilson County, Tennessee;

Thence, South 25°54'34" West, a distance of 1429.08 feet to an iron pin found near the common corner of the Northwest corner of Lot 6 of said Sweeton, owned by Tahereh Khoshevis-Zadeh, of record in Deed Book 940, Page 2173, and Northeast corner of the John W. Swankle property, of record in Deed Book 375, Page 365, Register's Office of Wilson County, Tennessee;

Thence, North 81°22'31" West, a distance of 2450.47 feet to a metal t-post found near the common corner of the Northwest corner the Jim Sisco and Ferlin Husky property, of record in Deed Book 312, Page 442, and near the East line of the Robert E. Earheart property, of record in Deed Book 864, Page 73, Register's Office of Wilson County, Tennessee;

Thence, along or near Earheart's Easterly and Northerly line, the following two (2) calls:

Thence, North 07°21'25" East, a distance of 349.52 feet to an iron pin set this survey;

Thence, North 82°11'46" West, a distance of 834.44 feet to an iron pin set this survey near the Easterly line of the Brunette E. Baird of record in Deed Book 144, Page 281, Register's Office of Wilson County, Tennessee;

Thence, along or near Easterly and Northerly line of Baird the following eight (8) calls:

Thence, North 17°52'14" East, a distance of 200.00 feet to an iron pin set this survey;
Thence, North 28°57'14" East, a distance of 200.00 feet to an iron pin set this survey;
Thence, North 38°05'14" East, a distance of 68.53 feet to an iron pin set this survey;
Thence, North 39°30'43" West, a distance of 474.69 feet to an iron pin set this survey;
Thence, North 45°59'42" West, a distance of 761.01 feet to an iron pin set this survey;
Thence, North 55°14'38" West, a distance of 416.74 feet to an iron pin found;
Thence, North 04°43'38" East, a distance of 76.00 feet to an iron pin found;
Thence, North 80°47'42" West, a distance of 672.63 feet to the Point of Beginning and containing 14,970,665 Square Feet of 343.68 Acres, more or less.

Providence, Phase II – Tract II
South Rutland Road
Wilson County
Mt. Juliet, Tennessee
Property Map 95, Portion of Parcel 1

Being a parcel of land lying in the Twenty-fifth Civil District of Wilson County, Mt. Juliet, Tennessee, owned by Villages of Mt. Juliet, of record in Deed Book 403, Page 305, Register's Office of Wilson County, Tennessee, and being more particularly described as follows:

Beginning at an iron pin found on the Northerly margin of South Rutland Road, near the Southwest corner of the Wilson County Board of Education property, of record in Deed Book 455, Page 725, Register's Office of Wilson County, Tennessee;

Thence, with said margin of South Rutland Road the following three (3) calls:

Thence, North 82°35'06" West, a distance of 1054.36 feet to an iron pin set this survey;

Thence, with a curve to the left, having a central angle of 69°14'29", a radius of 175.00 feet, a tangent of 120.82 feet, an arc distance of 211.49 feet, and a chord bearing and distance of South 62°47'39" West, 198.85 feet to an iron pin set this survey;

Thence, South 28°10'25" West, a distance of 161.94 feet to an iron pin set this survey near the East line of Reserve Parcel of Belinda City, Section I, of record in Plat Book 13, Page 87, Register's Office of Wilson County, Tennessee;

Thence, along or near the East line of said Belinda City the following eight (8) calls:

Thence, North 07°42'29" East, a distance of 266.12 feet to an iron pin set this survey near the

Southerly margin of Sunnymeade Drive;

Thence, with a curve to the left, having a central angle of 6°15'05", a radius of 625.00 feet, a tangent of 34.13 feet, an arc distance of 68.19 feet, and a chord bearing and distance of South 65°19'34" East, 68.16 feet to an iron pin set this survey, near the Eastern terminus of said Sunnymeade Drive;

Thence, North 21°32'54" East, a distance of 260.00 feet an iron pin set this survey;

Thence, North 79°46'01" East, a distance of 362.93 feet an iron pin set this survey;

Thence North 66°34'33" East, a distance of 217.67 feet an iron pin set this survey;

Thence, North 71°08'25" East, a distance of 221.94 feet an iron pin set this survey;

Thence, North 75°31'49" East, a distance of 222.44 feet an iron pin set this survey;

Thence, North 79°53'33" East, a distance of 400.03 feet an iron pin set this survey near the Westerly line of said Wilson County Board of Education property;

Thence, along or near said line, the following three (3) calls:

Thence, South 10°08'23" East, a distance of 83.63 feet to an iron pin set this survey;

Thence, South 31°23'47" West, a distance of 298.53 feet to an iron pin set this survey;

Thence, South 18°20'29" West, a distance of 411.79 feet to the Point of Beginning and containing 622,025 Square Feet or 14.28 Acres, more or less.

**Providence, Phase II – Tract III
South Rutland Road
Wilson County
Mt. Juliet, Tennessee
Property Map 95, Portion of Parcel 1**

Being a parcel of land lying in the Twenty-fifth Civil District of Wilson County, Mt. Juliet, Tennessee, owned by Villages of Mt. Juliet, of record in Deed Book 403, Page 305, Register's Office of Wilson County, Tennessee, and being more particularly described as follows:

Beginning at an iron pin found on the Northerly margin of South Rutland Road, near the Southeast corner of the Wilson County Board of Education property, of record in Deed Book 455, Page 725, Register's Office of Wilson County, Tennessee;

Thence, leaving said margin, along or near the Easterly line of said Wilson County Board of Education, the following two (2) calls:

Thence, North 10°00'01" East, a distance of 417.88 feet to an iron pin found;

Thence, North 00°25'43" West, a distance of 463.15 feet to an iron pin found near the Southeast

corner of the City of Mt. Juliet property, of record in Deed Book 464, Page 873, Register's Office of Wilson County, Tennessee;

Thence, North 52°19'11" East, a distance of 131.45 feet to an iron pin set this survey near the Southwest corner of Sunny Acres, Section I, of record in Plat Book 14, Page 67, Register's Office of Wilson County, Tennessee;

Thence, with the Southerly line of said Sunny Acres, the following five (5) calls:

Thence, South 87°36'27" East, a distance of 126.32 feet to an iron pin set this survey;

Thence, South 62°27'27" East, a distance of 88.78 feet to an iron pin set this survey;

Thence, North 77°02'33" East, a distance of 195.07 feet to an iron pin set this survey;

Thence, South 82°03'27" East, a distance of 110.64 feet to an iron pin set this survey;

Thence, South 64°41'27" East, a distance of 79.74 feet to an iron pin set this survey near the Southwest corner of Sunny Acres, Section II, of record in Plat Book 16, Page 55, Register's Office of Wilson County, Tennessee;

Thence, along or near the Southerly line of said Sunny Acres, the following two (2) calls:

Thence, South 66°51'04" East, a distance of 81.40 feet to an iron pin set this survey;

Thence, South 58°37'04" East, a distance of 240.21 feet to an iron pin set this survey;

Thence, South 73°35'04" East, a distance of 162.43 feet to an iron pin set this survey near the South line of Sunny Acres, Section III, of record in Plat Book 16, Page 71, Register's Office of Wilson County, Tennessee;

Thence, along or near said line, South 66°17'04" East, a distance of 86.53 feet to an iron pin set this survey near the Southwest corner of Sunny Acres, Section IV, of record in Plat Book 16, Page 940, Register's Office of Wilson County, Tennessee;

Thence, along or near the Southerly line of said Sunny Acres, the following two (2) calls:

Thence, South 66°43'04" East, a distance of 114.09 feet to an iron pin set this survey;

Thence, South 78°44'45" East, a distance of 228.25 feet to a concrete monument found near the West line of the Deer Park Subdivision, Section IV, of record in Plat Book 17, Page 519, Register's Office of Wilson County, Tennessee;

Thence, along or near the Westerly and Southerly line of said Deer Park Subdivision, the following four (4) calls:

Thence, South 02°13'29" East, a distance of 308.11 feet to an iron pin set this survey;

Thence, South 56°56'56" East, a distance of 225.86 feet to a spike found;

Thence, North 72°41'47" East, a distance of 240.20 feet to an iron pin found;

Thence, North 49°25'01" East, a distance of 74.31 feet to an iron pin found;

Thence, South 40°33'29" East, a distance of 375.00 feet to an iron pin set this survey near the Southwest corner of Quail Run, Section Seven, of record in Plat 21, Page 789, Register's Office of Wilson County, Tennessee;

Thence, along or near the Westerly line of said Quail Run Subdivision, the following five (5) calls:

Thence, South 42°50'24" East, a distance of 392.21 feet to an iron pin found;

Thence, South 53°25'19" East, a distance of 84.91 feet to an iron pin found;

Thence, South 64°51'50" East, a distance of 85.56 feet to an iron pin found;

Thence, South 77°16'09" East, a distance of 73.78 feet to an iron pin found;

Thence, South 12°51'33" West, a distance of 79.80 feet to an iron pin set this survey on the Northerly margin of said South Rutland Road;

Thence, with said margin, the following six (6) calls:

Thence, North 83°35'26" West, a distance of 251.52 feet to an iron pin set this survey;

Thence, North 82°19'54" West, a distance of 512.97 feet to an iron pin set this survey;

Thence, North 82°33'11" West, a distance of 625.74 feet to an iron pin set this survey;

Thence, North 82°19'49" West, a distance of 318.62 feet to an iron pin set this survey;

Thence, North 76°14'11" West, a distance of 28.67 feet to an iron pin set this survey;

Thence, with a curve to the right, having a central angle of 4°25'28", a radius of 2675.00 feet, a tangent of 103.33 feet, an arc distance of 206.56 feet, and a chord bearing and distance of North 74°01'27" West, 206.51 feet to an iron pin set this survey;

Thence, with a curve to the left, having a central angle of 9°48'47", a radius of 5225.00 feet, a tangent of 448.54 feet, an arc distance of 894.89 feet, and a chord bearing and distance of North 76°43'07" West, 893.79 feet to the Point of Beginning and containing 2,037,850 Square Feet or 46.78 Acres, more or less.

**Providence, Phase II – Tract IV
South Rutland Road
Wilson County
Mt. Juliet, Tennessee
Property Map 95, Portion of Parcel 1**

Being a parcel of land lying in the Twenty-fifth Civil District of Wilson County, Mt. Juliet, Tennessee, owned by Villages of Mt. Juliet, of record in Deed Book 403, Page 305, Register's Office of Wilson County, Tennessee, and being more particularly described as follows:

Beginning at an iron pin on the Westerly margin of South Rutland Road, near the Southeast corner of Belinda City, Section I, of record in Plat Book 13, Page 87, Register's Office of Wilson County, Tennessee;

Thence, along said margin, the following three (3) calls:

Thence, with a curve to the left, having a central angle of $14^{\circ}36'27''$, a radius of 725.00 feet, a tangent of 92.92 feet, an arc length of 184.84 feet, and a chord bearing and distance of South $15^{\circ}46'39''$ West, 184.34 feet to an iron pin set this survey;

Thence, South $08^{\circ}28'25''$ West, a distance of 775.75 feet to an iron pin set this survey;

Thence, South $04^{\circ}13'01''$ West, a distance of 202.59 feet to an iron pin set this survey near the Northeast corner of the Burnette E. Baird property, of record in Deed Book 144, Page 281, Register's Office of Wilson County, Tennessee;

Thence, along or near the Northerly line of said Baird, the following three (3) calls:

Thence, North $80^{\circ}41'26''$ West, a distance of 327.06 feet to an iron pin set this survey;

Thence, South $06^{\circ}46'57''$ West, a distance of 219.76 feet to an iron pin set this survey;

Thence, North $83^{\circ}49'12''$ West, a distance of 346.91 feet to an iron pin set this survey near the Northerly line of the Woodrow Baird property, of record in Deed Book 417, Page 184, Register's Office of Wilson County, Tennessee;

Thence, leaving said line, North $13^{\circ}26'15''$ East, a distance of 139.17 feet to an iron pin set this survey;

Thence, North $11^{\circ}16'42''$ East, a distance of 98.99 feet to an iron pin set this survey;

Thence, North $13^{\circ}30'37''$ West, a distance of 75.68 feet to an iron pin set this survey;

Thence, North $24^{\circ}26'29''$ West, a distance of 287.93 feet to an iron pin set this survey;

Thence, North $09^{\circ}16'12''$ West, a distance of 71.87 feet to an iron pin set this survey;

Thence, North $17^{\circ}14'16''$ West, a distance of 83.17 feet to an iron pin set this survey;

Thence, North $36^{\circ}09'16''$ West, a distance of 95.79 feet to an iron pin set this survey;

Thence, North $49^{\circ}06'43''$ West, a distance of 94.49 feet to an iron pin set this survey;

Thence, North $60^{\circ}44'42''$ West, a distance of 92.34 feet to an iron pin set this survey;

Thence, North 69°36'59" West, a distance of 81.00 feet to an iron pin set this survey;

Thence, North 81°51'33" West, a distance of 208.68 feet to an iron pin set this survey;

Thence, North 79°50'26" West, a distance of 43.49 feet to an iron pin set this survey;

Thence, North 57°34'01" West, a distance of 130.00 feet to an iron pin set this survey;

Thence, South 21°36'00" West, a distance of 12.73 feet to an iron pin set this survey;

Thence, North 57°34'01" West, a distance of 6.35 feet to an iron pin set this survey;

Thence, North 22°26'20" West, a distance of 210.41 feet to an iron pin set this survey;

Thence, with a curve to the left, having a central angle of 11°29'52", a radius of 790.00 feet, a tangent of 79.53 feet, an arc length of 158.53 feet, and a chord bearing and distance of North 62°43'07" East, 158.27 feet to an iron pin set this survey;

Thence, with a curve to the right, having a central angle of 33°35'11", a radius of 600.00 feet, a tangent of 181.07 feet, an arc length of 351.72 feet, and a chord bearing and distance of North 73°45'47" East, 346.70 feet to an iron pin set this survey;

Thence, North 07°41'20" East, a distance of 28.46 feet to an iron pin set this survey near the Southerly line of Belinda City, Section I, of record in Plat Book 13, Page 87, Register's Office of Wilson County, Tennessee;

Thence, along or near said line, South 83°17'40" East, a distance of 1259.43 feet to the Point of Beginning and containing 1,367,080 Square Feet or 31.38 Acres, more or less.

Providence, Phase II – Tract V
South Rutland Road
Wilson County
Mt. Juliet, Tennessee
Property Map 95, Portion of Parcel 1

Being a parcel of land lying in the Twenty-fifth Civil District of Wilson County, Mt. Juliet, Tennessee, owned by Villages of Mt. Juliet, of record in Deed Book 403, Page 305, Register's Office of Wilson County, Tennessee, and being more particularly described as follows:

Commencing at an iron pin on the Westerly margin of South Rutland Road, near the Southeast corner of Belinda City, Section I, of record in Plat Book 13, Page 87, Register's Office of Wilson County, Tennessee; thence, along or near the Southerly line of said subdivision, North 83°17'40" West, 1259.43 feet to a found iron pin near the Southwest corner of said subdivision; thence, along or near the Westerly line of said subdivision, North 07°41'20" East, 447.00 feet to an iron pin found near the Southeast corner of the John Coleman Hayes, Jr. property, of record in Deed Book 387, Page 67, Register's Office of Wilson County, Tennessee; thence, along or near the Southerly line of said Hayes, North 64°24'24" West, 140.34 feet to the Point of Beginning for the

herein described parcel;

Beginning at an iron pin near the Southerly line of said Hayes;

Thence, South 48°41'47" West, a distance of 537.25 feet to an iron pin set this survey;

Thence, North 82°25'17" West, a distance of 598.35 feet to an iron pin set this survey;

Thence, North 06°54'43" East, a distance of 520.78 feet to an iron pin set this survey near the Southerly line of the Forest View, L. P. property, of record in Deed Book 981, Page 1298, Register's Office of Wilson County, Tennessee;

Thence, along or near the Southerly line of said Forest View, L. P., South 83°50'40" East, a distance of 621.12 feet to an iron pin set this survey near the Southerly line of said Hayes property;

Thence, along or near the Southerly line of said Hayes, the following four (4) calls:

Thence, South 68°05'03" East, a distance of 60.00 feet to an iron pin set this survey;

Thence, South 58°13'03" East, a distance of 70.00 feet to an iron pin set this survey;

Thence, South 50°15'03" East, a distance of 70.03 feet to an iron pin set this survey;

Thence, South 64°24'24" East, a distance of 163.55 feet to the Point of Beginning and containing 413,135 Square Feet or 9.48 Acres, more or less.

**Providence, Phase A1- Tract VI
Belinda Parkway
Wilson County
Mt. Juliet, Tennessee
Property Map 95, Portion of Parcel 1**

Being a parcel of land lying in the Twenty-fifth Civil District of Wilson County, Mt. Juliet, Tennessee, owned by Villages of Mt. Juliet, of record in Deed Book 403, Page 305, Register's Office of Wilson County, Tennessee, and being more particularly described as follows:

Beginning at an iron pin set this survey, East of Mt. Juliet Road, South 81°18'52" East, 1050.41 feet from the Northeast corner of the M. S. Management Associates, Inc. property, of record in Deed Book 434, Page 583, Register's Office of Wilson County, Tennessee; thence, South 81°18'52" East, a distance of 130.00 feet to an iron pin set this survey; thence, leaving said margin, with a curve to the left, having a central angle of 90°00'00", a radius of 30.00 feet, a tangent of 30.00 feet, an arc length of 47.12 feet, and a chord bearing and distance of South 53°41'08" West, 42.43 feet to an iron pin set this survey; thence, South 08°41'08" West, a distance of 91.90 feet to an iron pin set this survey; thence, with a curve to the left, having a central angle of 7°00'42", a radius of 865.00 feet, a tangent of 52.99 feet, an arc length of 105.86 feet, and a chord bearing and distance of South 05°01'57" West, 105.79 feet to an iron pin set this survey; thence, South 01°31'36" West, a distance of 261.52 feet to an iron pin set this survey;

thence, with a curve to the right, having a central angle of 3°18'23", a radius of 1235.00 feet, a tangent of 35.64 feet, an arc length of 71.27 feet, and a chord bearing and distance of South 03°10'48" West, 71.26 feet to an iron pin set this survey, to the Point of Beginning;

Thence, South 89°08'12" East, a distance of 576.58 feet to an iron pin set this survey;

Thence, North 10°00'51" East, a distance of 238.98 feet to an iron pin set this survey;

Thence, North 80°48'27" East, a distance of 825.60 feet to an iron pin set this survey near the West line of the Hidden Cove Subdivision, Section II, of record in Plat Book 17, Page 242, Register's Office of Wilson County, Tennessee;

Thence, along or near said line the following four (4) calls:

Thence, South 30°02'03" East, a distance of 91.36 feet to an iron pin set this survey;

Thence, South 35°28'48" East, a distance of 137.68 feet to an iron pin set this survey;

Thence, South 08°46'28" East, a distance of 129.76 feet to an iron pin set this survey;

Thence, South 08°32'40" West, a distance of 602.37 feet to an iron pin set this survey near the West line of Lot 250 & New Lot 250-A, Hidden Cove Subdivision, Section II, of record in Plat Book 19, Page 584, Register's Office of Wilson County, Tennessee;

Thence, leaving said line, North 83°04'55" West, a distance of 1573.59 feet to an iron pin set this survey;

Thence, North 13°21'30" East, a distance of 190.93 feet to an iron pin set this survey;

Thence, with a curve to the left having a having central angle of 8°31'31", a radius of 1235.00 feet, a tangent of 92.05 feet, an arc length of 183.76 feet, and a chord bearing and distance of North 09°05'45" East, 183.59 feet to the Point of Beginning and containing 1,004,405 Square Feet or 23.06 Acres, more or less.

**Providence, Phase U1- Tract VII
Belinda Parkway
Wilson County
Mt. Juliet, Tennessee
Property Map 95, Portion of Parcel 1**

Being a parcel of land lying in the Twenty-fifth Civil District of Wilson County, Mt. Juliet, Tennessee, owned by Villages of Mt. Juliet, of record in Deed Book 403, Page 305, Register's Office of Wilson County, Tennessee, and being more particularly described as follows:

Beginning at an iron pin set this survey, East of Mt. Juliet Road, South 81°18'52" East, 1050.41 feet from the Northeast corner of the M. S. Management Associates, Inc. property, of record in Deed Book 434, Page 583, Register's Office of Wilson County, Tennessee; thence, leaving said

margin, with a curve to the right, having a central angle of 90°00'00", a radius of 30.00 feet, a tangent of 30.00 feet, an arc length of 47.12 feet, and a chord bearing and distance of South 36°18'52" East, 42.43 feet to an iron pin set this survey; thence, South 08°41'08" West, a distance of 92.08 feet to an iron pin set this survey; thence, with a curve to the left, having a central angle of 7°00'42", a radius of 935.00 feet, a tangent of 57.28 feet, an arc length of 114.42 feet, and a chord bearing and distance of South 05°01'57" West, 114.35 feet to an iron pin set this survey; thence, South 01°31'36" West, a distance of 261.52 feet to an iron pin set this survey; thence, with a curve to the right, having a central angle of 5°09'56", a radius of 1165.00 feet, a tangent of 52.55 feet, an arc length of 105.03 feet, and a chord bearing and distance of South 04°06'34" West, 104.99 feet to an iron pin set this survey, the Point of Beginning;

Thence, with a curve to the right, having a central angle of 6°39'58", a radius of 1165.00 feet, a tangent of 67.85 feet, an arc length of 135.54 feet, and a chord bearing and distance of South 10°01'31" West, 135.46 feet to an iron pin set this survey;

Thence, South 13°21'30" West, a distance of 269.97 feet to an iron pin set this survey;

Thence, with a curve to the left, having a central angle of 13°44'44", a radius of 1035.00 feet, a tangent of 124.75 feet, an arc length of 248.30 feet, and a chord bearing and distance of South 06°29'09" West, 247.71 feet to an iron pin set this survey;

Thence, South 00°19'12" East, a distance of 1.70 feet to an iron pin set this survey;

Thence, North 80°51'34" West, a distance of 859.16 feet to an iron pin set this survey in the Westerly line of said M. S. Management Associates, Inc. property of record in Deed Book 434, Page 593, Register's Office of Wilson County, Tennessee;

Thence, with said line, the following two (2) calls:

Thence, North 07°36'36" East, a distance of 49.97 feet to a found iron pin;

Thence, North 12°07'30" West, a distance of 635.56 feet to an iron pin set this survey;

Thence, leaving said line, South 81°27'41" East, a distance of 1101.26 feet to the Point of Beginning and containing 625,330 Square Feet or 14.36 Acres, more or less.

**EXHIBIT C
BYLAWS**

**BY-LAWS
OF
PROVIDENCE MASTER OWNERS ASSOCIATION, INC.**

**ARTICLE I
DEFINITIONS**

The following words, when used herein, shall have the following meanings:

Section 1. "Association" or "Master Association" shall mean **PROVIDENCE MASTER OWNERS ASSOCIATION, INC.**, a Tennessee not-for-profit corporation, its successors and assigns, which has as its members all Owners of Sites in the Master Association Area. "Charter" shall mean the Articles of Incorporation of the Association as filed with the Office of the Secretary of State for Tennessee.

Section 2. "Board of Directors" shall mean the Board of Directors of the Association as described in Article IV hereof.

Section 3. "Declaration" shall mean the instrument headed " Master Declaration of Protective Covenants and Master Owners Association for Providence " recorded in the Register's Office for Wilson County, Tennessee, and as same may be amended from time to time.

Section 4. "Declarant" shall have the meaning given it in the Declaration. Declarant may also sometimes be referred to as Developer.

Section 5. "Lot" or "Site" shall have the meaning given to "Site" in the Declaration.

Section 6. "Lot Owner" or "Owner" shall have the meaning given to "Owner" in the Declaration.

Section 7. "Master Association Area" shall have the meaning given it in the Declaration.

Section 8. "Master Association Properties" shall have the meaning given it in the Declaration.

Section 9. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.

Section 10. "Plat" shall have the meaning given it in the Declaration.

Any capitalized term not otherwise defined herein shall have the meaning given to it in the Declaration.

ARTICLE II **NAME AND LOCATION**

The name of the Association is PROVIDENCE MASTER OWNERS ASSOCIATION, INC. The principal office of the Association shall be located at the office of the management company for the Association, or at such other place as may be designated by the Board of Directors. Meetings of members and directors may be held at such other places as may be designated by the Board of Directors.

ARTICLE III **MEETING OF MEMBERS**

Section 1. Annual Meetings. The first regular annual meeting of the Members may be held, subject to the terms hereof on any day, at the option of the Board of Directors; provided, however, that the first meeting may (if necessary to comply with Federal Regulations) be held no later than the earlier of the following events: (a) Four (4) months after all the Lots have been sold by the Declarant or (b) Four (4) years following conveyance of the first Lot by the Declarant. Each subsequent regular annual meeting of the Members shall be held within ninety (90) days of the anniversary of the first regular annual meeting each year thereafter at such time as set by the Board of Directors.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote at the meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, five percent (5%) of the votes of the total voting rights of the members shall constitute a quorum for any action except as otherwise provided in the

Charter, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented and as provided in the Declaration, the quorum shall be reduced to one-half of the required quorum in the previous meeting, although in no event may the required quorum be less than 1% of the total votes eligible to be cast.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Section 6. Action Taken Without A Meeting. The members shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written consent of the number of members which would otherwise be required to approve such action. For instance, if an action required the approval of members holding a majority of the total voting rights of the members, then a writing signed by members holding a majority of the total voting rights of the members would be effective as if such approval was given at a meeting duly called for such purpose. Any action so approved shall have the same effect as though taken at a properly called meeting of the members.

ARTICLE IV **BOARD OF DIRECTORS**

Section 1. Number. The affairs of the Association shall be managed by a Board of Directors. The initial Board of Directors of the Association shall consist of five (5) persons, who need not be Members of the Association, who shall be appointed by the Declarant and who shall serve during the Appointment Period (as defined in the Declaration). After the Appointment Period (as defined in the Declaration), the Board of Directors shall consist of seven (7) directors each of whom must individually be a member of the Association or be an owner, officer, trustee or otherwise affiliated with a member of the Association. The election of the members of the Board to be elected for a particular year shall occur at the annual meeting of the Members. The election of the Board by the Owners shall be based on the number of persons receiving the greatest number of votes with each Owner allowed to vote for as many candidates as there are Directors being elected, at a meeting of the Owners at which a quorum is present, except that no more than 1 Board member may be an Owner or otherwise be deemed to represent each Pod which contains fewer than 100 Single Residential Sites and no more than 2 Board members may be Owners or otherwise represent each Pod which contains more than 100 Single Residential Sites, it being the intention of this Declaration that no one Pod or other portion of the Master Association shall be able to exercise undue control over the Association. If any Director becomes ineligible to be elected during such Directors term in office because such Director has moved to another Pod

which Pod is already represented by the maximum number of Directors allowed from such Pod, such Director shall be allowed to serve out his or her current term in office. Any Director who ceases to be a member of the Association or be an owner, officer, trustee or otherwise affiliated with a member of the Association during such Director's term in office shall cease being a Director effective with such change and such Director's successor shall be selected by the remaining Members of the Board.

Section 2. Term of Office. Directors shall be elected for terms of two (2) years or until their successor is elected. In addition, the Directors shall be grouped into three (3) separate classes so that approximately one-third of the existing total number of Directors are up for re-election each year. Thus, as to the initial Directors, certain Directors will serve for one year terms, certain Directors shall serve for two year terms, and certain Directors shall serve for three year terms as may be determined by the initial Directors elected by the Owners. Thereafter, Directors shall be elected for two year staggered terms so that only one third of the directors are up for reelection in any one year.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by vote of Members of the Master Association holding a majority of the voting rights, or in the case of the initial Board, by the Developer. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board, or in the case of the initial Board, by the Developer, and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation from any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nomination may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman who shall be a member of the Board of Directors and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. Subject to provisions in the Declaration regarding the number of directors who may represent a certain Subassociation, the persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI **MEETING OF DIRECTORS**

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at intervals established by the Board upon at least three (3) days written notice, (or without notice if the time and place has been previously fixed by the Board), at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII **POWERS AND DUTIES**

Section 1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Master Association Properties and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Master Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) Exercise for the Master Association all powers, duties and authority vested in or delegated to this Master Association and not reserved to the membership by other provisions of these Bylaws, the Charter or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote.

(b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Lot in advance of each annual assessment period; and

(2) Send written notice of each assessment to every Lot Owner subject thereto in advance of each annual assessment period; and

(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Lot Owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability, hazard, and other insurance on Master Association Properties owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as required by the Declaration;

(g) Cause the Master Association Properties to be maintained.

(h) Exercise all discretion as provided in the Declaration regarding enforcement of all terms, restrictions and provisions contained in the Declaration and to take any and all enforcement actions as may be required pursuant thereto. Whenever discretion is granted to the Board to act upon any matter as required under the Declaration or these Bylaws, such discretion may be exercised by the president of the Association although any such action by the president shall be subject to change upon review by the Board.

ARTICLE VIII **OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Officers. The officers of this Association shall be a president, who shall at all times be a member of the Board of Directors, and a secretary, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes.

(b) Vice-President. The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall together with another officer sign all promissory notes of the Association; keep proper books of account; if ordered by the Board, cause an annual audit of the Association's books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

The Board shall have the authority to delegate to a third party management company any of the duties of the officers as outlined above.

ARTICLE IX **COMMITTEES**

The Board shall appoint a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X **BOOKS AND RECORDS**

The books, records, papers of the Association and the Declaration, Charter and Bylaws shall be available for inspection by appointment only by any Member or to the holder, guarantor or insurer of any first mortgage at the principal office of the Association, during normal business hours where copies may be purchased at reasonable cost.

ARTICLE XI
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association all Assessments which are secured by a continuing lien upon the property against which the Assessment is made. Any Assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, the Assessment shall be subject to a late charge in an amount established by the Board of Directors and shall bear interest from the date of delinquency at the lesser of (i) the maximum rate allowed by law or (ii) a rate to be set by the Board. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and late charges, interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Master Association Properties or abandonment of his Lot.

ARTICLE XII
AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a majority vote of the total membership voting rights at which a quorum of the total membership voting rights are present in person, or by proxy.

Section 2. In the case of any conflict between the Charter and these Bylaws, the Charter shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIII
MISCELLANEOUS

- The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

The undersigned, Secretary of PROVIDENCE MASTER OWNERS ASSOCIATION, INC., does hereby certify that the foregoing Bylaws were duly adopted by the Board of Directors of PROVIDENCE MASTER OWNERS ASSOCIATION, INC. effective as of the _____ day of _____, 200__.

PROVIDENCE MASTER OWNERS ASSOCIATION, INC.

By: _____
Secretary
Print Name: _____