

This Instrument Was Prepared by:
 BuildLaw, PLC
 4300 Sidco Drive, Suite 200
 Nashville, TN 37204

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS MARSHALL PLACE

This Third Amendment to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS MARSHALL PLACE, (the "Amendment") is made this the 26th day of May, 2022, by **SDT, LLC**, a Tennessee limited liability company, (the "Declarant").

WHEREAS, Declarant entered into the Declaration of Covenants, Conditions and Restrictions Marshall Place dated March 2, 2018, as recorded March 5, 2018, of record as Instrument No. 18008013, Book 7307, Pages 847-876, Register's Office of Williamson County, Tennessee (the "Declaration"); and

WHEREAS, Declarant recorded an Amendment to Declaration of Covenants, Conditions and Restrictions Marshall Place dated May 15, 2019, as recorded May 16, 2019, of record as Instrument No. 19017543, Book 7626, Pages 284-285, Register's Office of Williamson County, Tennessee (the "First Amendment"); and

WHEREAS, Declarant recorded the Second Amendment to Declaration of Covenants, Conditions and Restrictions Marshall Place dated August 7, 2019, as recorded August 8, 2019, of record as Instrument No. 19031037, Book 7705, Pages 405-406, Register's Office of Williamson County, Tennessee (the "Second Amendment"); and

WHEREAS, Declarant hereby amends the Declaration as amended by the First Amendment and the Second Amendment as follows:

NOW, THEREFORE, PREMISES CONSIDERED, the Declaration is hereby amended, as follows:

1. Article 8, Section 8.1 of the Declaration is amended to read as follows:

Except as otherwise provided in this Article, upon the first sale and transfer of title to any Lot in the Marshall Place Planned Community, the purchasing Owner shall pay a development fee in the amount of Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00), subject to annual increases (but no decreases) by the Declarant along with a Builder Bond in an amount, determined in the Declarant's sole, subjective discretion, of not less than Ten Thousand and No/100 Dollars (\$10,000.00) and not more than One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00), provided that such Builder Bond may be increased by the Declarant in its sole, subjective discretion, by an additional One Hundred Thousand and No/100 Dollars (\$100,000.00) if such purchasing Owner changes builders to another builder as approved by the ACC as set forth in Article 10 hereof. Such development fee shall be the personal obligation of the purchasing Owner, and in addition, the Marshall Place Homeowners Association shall have a lien against the Lot to secure payment of such development fee. Such lien shall be prior and superior to all other liens except (a) the Association's liens for

Assessments, and (b) such liens as have priority over the Association's lien for Assessments as set forth herein. Such lien may be enforced by the Declarant and/or Association by suit judgment and foreclosure in the same manner as the Association's lien for Assessments under this document. In addition to the remedies specifically set forth in this Article, Declarant shall have all other remedies and rights granted to the Association in this document hereinabove and all rights and remedies otherwise available at law or in equity.

2. Article 8, Section 8.4 of the Declaration is amended to read as follows:

Declarant shall have the right (but not the obligation) to repurchase any Lot at its original purchase price less any expenses and costs, including but not limited to closing costs, sales commissions and recording fees, incurred by Declarant upon the sale and transfer of title to the Lot to the Lot Owner, if Declarant determines in its sole, subjective discretion that the Lot Owner has failed to act in good faith, has failed to conform to the terms of these Declaration of Covenants, Conditions and Restrictions, or markets any Lot with or without a residence in a manner economically disadvantageous to the Development. If Declarant determines in its sole, subjective discretion that the Lot Owner has failed to act in good faith, has failed to conform to the terms of these Declaration of Covenants, Conditions and Restrictions, or markets any Lot with or without a residence in a manner economically disadvantageous to the Development, Declarant shall provide written notice of such to the Lot Owner and such notice shall specify that Declarant is exercising its right to repurchase said Lot as set forth herein. After Declarant has delivered such notice to the Lot Owner indicating Declarant's exercise of its option to repurchase said Lot, such repurchase shall be completed within one hundred eighty (180) days of Declarant's delivery of such notice to said Lot Owner. If Declarant exercises its right to repurchase any Lot based on the foregoing, there shall be no proration of any Assessments or development fee and Declarant shall have no obligation to reimburse said Lot Owner for such Assessments or development fee, provided that such Lot Owner shall pay all such Assessments for the then-existing calendar year at such time as Declarant completes the repurchase of said Lot pursuant to Declarant's right to repurchase as set forth herein. In addition, if a Lot Owner who purchases a Lot directly from Declarant or any of Declarant's assignees, as Declarant may designate from time to time in Declarant's sole, subject discretion, decides not to build a residence on a Lot, the Lot Owner shall give Declarant written notice of such decision, and, upon receipt of such written notice, Declarant shall have the right of first refusal on any offer to purchase the Lot and shall have one hundred eighty (180) days from receipt of the written notice from the Lot Owner to exercise such right of first refusal and repurchase the Lot at its original purchase price less any expenses and costs, including but not limited to closing costs, sales commissions and recording fees, incurred by Declarant upon the sale and transfer of title to the Lot to the Lot Owner, provided that if Declarant exercises its right to repurchase any Lot, there shall be no proration of any Assessments or development fee paid by the Lot Owner and Declarant shall have no obligation to reimburse said Lot Owner for such Assessments or development fee. A Lot Owner who purchases a Lot directly from Declarant or any of Declarant's assignees, as Declarant may designate from time to time in Declarant's sole, subjective discretion, shall either

construct a residence on said Lot or otherwise provide Declarant the right of first refusal to repurchase said Lot as set forth herein.

3. Article 16, Section 16.2 of the Declaration is amended to read as follows:

(A) The Declarant shall have the sole right and power at all times to terminate or modify this Declaration with respect to any portion of the Property which the Declarant owns.

IN ADDITION, NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DECLARANT RESERVES THE RIGHT FOR A PERIOD OF TEN (10) YEARS FROM THE DATE IN WHICH DECLARANT NO LONGER OWNS ANY PROPERTY OR PORTION THEREOF WITHIN THE COMMUNITY TO UNILATERALLY AMEND THIS DECLARATION TO THE REQUIREMENTS OF ANY GOVERNMENTAL AGENCY, FEDERAL, STATE OR LOCAL, AND FOR THE REQUIREMENTS OF ANY MORTGAGE LENDER OR ANY REASON THAT THE DECLARANT DEEMS ADVISABLE FOR THE ORDERLY DEVELOPMENT OF THE PROPERTY. IF THIS PROVISION EXPIRES AND THEREAFTER ADDITIONAL PROPERTY OWNED BY DECLARANT IS INCLUDED WITHIN THE COMMUNITY, THEN THIS PROVISION SHALL AUTOMATICALLY REVIVE ITSELF FOR A NEW TERM OF TEN (10) YEARS FROM THE DATE IN WHICH DECLARANT NO LONGER OWNS ANY PROPERTY OR PORTION THEREOF WITHIN THE COMMUNITY AS IT PERTAINS TO SUCH ADDITIONAL PROPERTY.

(B) This Declaration, or any provision hereof, or any covenant, condition, restriction and reservation contained herein, may be terminated, extended, modified or amended, as to the whole of the Community or any portion thereof, with the written consent of two-thirds (2/3) of the total eligible votes of the membership of the Association voting together. Members may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose for such meeting; provided, however, that so long as the Declarant owns Property or any portion thereof that is subject to this Declaration, no such termination, extension, modification or amendment shall be effective without the written approval of the Declarant, such approval to be in Declarant's sole, subjective discretion. Any such termination, extension, modification or amendment shall become effective when a proper instrument in writing has been executed, acknowledged and recorded in the Register's Office of Williamson County, Tennessee.

4. Except as modified by this Third Amendment, the undersigned hereby ratifies the Declaration, as modified by the First Amendment and the Second Amendment, in full, as modified herein.

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

SDT, LLC

By: _____

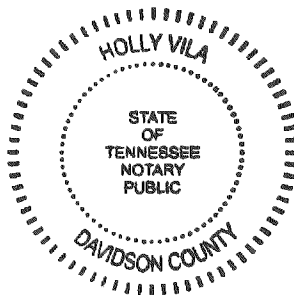
Print Name: Mark A. Marshall

Title: Managing Member

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, Mark A. Marshall, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Managing Member of SDT, LLC, the within named bargainer, a Tennessee limited liability company, and he as such Managing Member being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such Managing Member.

WITNESS MY HAND and official seal at my office on this the 26 day of May, 2022.



Notary Public

My Commission Expires: 1/8/2024

Tennessee Certification of Electronic Document

I, J. Brad Scarbrough, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on May 26, 2022 (date of document).



Affiant Signature

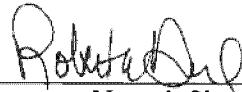
May 26, 2022

Date

State of Tennessee

County of Davidson

Sworn to and subscribed before me this 26th day of May, 2022.

Notary's Signature

MY COMMISSION EXPIRES: October 2, 2023

**BK/PG: 9012/501-505
22024151**

5 PGS : RESTRICTIONS	
TRACY RICHARDSON	879367 - 22024151
05/26/2022 - 04:03:20 PM	
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	25.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	27.00

STATE of TENNESSEE, WILLIAMSON COUNTY

SHERRY ANDERSON

REGISTER OF DEEDS

Prepared by:
SDT, LLC
5214 Maryland Way, Ste 207
Brentwood, TN 37024-5071

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS MARSHALL PLACE

THIS DECLARATION, made this 2nd day of March, 2018, by and between SDT, LLC, a Tennessee limited liability company (hereinafter the "Declarant");

WITNESSETH:

WHEREAS, the Declarant is the owner that certain real property located in Williamson County, Tennessee, as more particularly described in Exhibit A attached hereto and made a part hereof (hereinafter the "Property"); and,

WHEREAS, the Declarant is in the process of developing all of said property as a Planned Community consisting of a compatible and complementary mixture of uses to be known as the "Marshall Place Planned Community" (hereinafter the "Community"); and,

WHEREAS, it is the desire and intention of the Declarant to impose upon the Community mutually beneficial conditions, standards and covenants (hereinafter referred to as the "Declaration") under a general plan of improvement to provide for the preservation of the values and quality of the Community by continual maintenance of architectural features, common areas and elements and signage; and,

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values of the Community to create an entity which shall be delegated and assigned the powers of administering and enforcing this Declaration; and,

WHEREAS, Declarant has incorporated under the laws of the State of Tennessee a not-for-profit corporation, Marshall Place Association of Owners, Inc. (hereinafter referred to as the "Association"), for the purpose of exercising the aforesaid functions; and,

WHEREAS, it is the intention of the Declarant that this Declaration bind and benefit not only the purchasers of parcels in Marshall Place Planned Community, but also their respective successors, heirs and assigns and that this Declaration shall enhance and protect the value, desirability and attractiveness of all such parcels to their mutual benefit.

NOW, THEREFORE, the Declarant hereby declares that the Community, known as the Marshall Place Planned Community, is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, restrictions, easements, charges and liens, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of the Property and are established and agreed upon for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property. All of the covenants contained in this Declaration shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the Property and shall inure to the benefit of each owner thereof.

ARTICLE 1 PURPOSE

The Declarant's purpose of this Declaration is:

- (A) To ensure proper, desirable use and appropriate development and improvement of each parcel within the Community, all as determined by the Declarant;
- (B) To protect the investment of the owner of each parcel against such improper development and undesirable use of surrounding parcels as will depreciate the value of the remaining parcels;
- (C) To assure the erection of attractive improvements that utilizes suitable building materials in appropriate locations, thereby preventing haphazard and inharmonious improvements;
- (D) To ensure and maintain proper setbacks from streets and adequate open spaces between structures as well as interconnecting pathways, plantings and landscape criteria to encourage the overall character and theme established by the Declarant;
- (E) To provide for a high quality of improvements on the Property that will protect both the Community itself and the surrounding community.

ARTICLE 2 LEGAL DESCRIPTION

The real property that is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration of Covenants, Conditions and Restrictions is located in Williamson County, Tennessee, and comprises all of the parcels within or upon the property legally described as set forth in Exhibit A which is attached hereto and incorporated herein by reference.

ARTICLE 3 DEFINITIONS

Unless the context otherwise specifies or requires, the terms defined in this Article 3 shall, as used in this Declaration, have the meanings herein set forth:

- 3.1 "Architect" shall mean a person holding a certificate of registration to practice architecture in the State of Tennessee under the authority of Title 62, Chapter 2, of the Tennessee Code Annotated.
- 3.2 "Association" shall refer to the Marshall Place Association of Owners, Inc., a Tennessee not-for-profit corporation, its successors and assigns.
- 3.3 "Beneficiary" shall mean a mortgagee under a mortgage as well as a beneficiary under a deed of trust.
- 3.4 "Building" shall include both the main portion of a structure and all projections or extensions thereof, including garages, outside platforms and docks, canopies, porches, and outbuildings.

3.5 **"Board"** shall mean the Board of Directors of the Association, and any reference herein to any power, duty, right of approval, or any other right of the Association shall be deemed to refer to the Board and not to the membership of the Association.

3.6 **"Bylaws"** shall refer to the bylaws of the Marshall Place Association of Owners, Inc.

3.7 **"Class A Lot"** shall mean a Lot or Lots owned by a Lot owner with the exception of Declarant.

3.8 **"Class B Lot"** shall mean a Lot or Lots owned by the Declarant.

3.9 **"Common Area"** shall refer to all real property, easements and property rights owned by or assigned to the Association which has been approved by the Declarant for the common use and enjoyment of the members of the Association.

3.10 **"Common Elements"** shall include all Common Areas and all facilities, utilities and other improvements found or located in Common Areas.

3.11 **"Common Expenses"** sometimes referred to herein as "Common Charges," shall be all those expenses incurred or to be incurred by the Association in the performance of its duties and powers.

3.12 **"Community"** shall refer to the Marshall Place Planned Community.

3.13 **"Declarant"** shall mean SDT, LLC, a Tennessee limited liability company, or any entity deemed an affiliate or the assignee to which it specifically assigns its rights as Declarant.

3.14 **"Declaration"** shall mean this Declaration of Covenants, Conditions and Restrictions for Marshall Place Planned Community, as it may from time to time be amended or supplemented.

3.15 **"Deed of Trust"** shall mean a mortgage as well as a deed of trust.

3.16 **"Fine"** shall mean the definition set forth in Article 14, Section 7 below.

3.17 **"Improvements"** shall mean buildings, outbuildings, underground installations, gradings, slope and drainage alterations, roads, driveways, parking areas, fences, screening walls and barriers, retaining walls, stairs, decks, windbreaks, landscaping, plantings, planted trees and shrubs, poles signs, lighting, loading areas, and all other man-made changes to the natural configuration and vegetation of the Property, whether above or below the land surface.

3.18 **"Lot"** shall mean and refer to any fractional part of the Property as subdivided on parcel maps recorded from time to time in the Williamson County Register's Office, State of Tennessee, with the exception of areas dedicated to the public use or as Common Areas.

3.19 **"Member"** shall mean and refer to the Declarant, each Owner of any property and their permitted successors and assigns. "Member" shall exclude from its meaning and reference any municipality or governmental agency as an owner which holds title to any public rights-of-way in the property.

3.20 **"Mortgagee"** shall mean and refer to any person or entity secured by a mortgage or deed of trust on any lot and who has notified the Association of this fact. The term "mortgage" as used in this instrument shall include in its meaning not only a mortgage or deed of trust, but also a "sale-lease back", "sale-repurchase" or other bona fide financing transaction.

3.21 **"Occupant"** shall mean a lessee or licensee of an Owner, or any other person or entity other than the Owner in lawful possession of a lot with the permission of the Owner.

3.22 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any of the property being a part of the real estate described on Exhibit A attached hereto, but excluding those having such interest merely as security for the performance of an obligation, provided, however, that the purchaser at a foreclosure sale or trustee's sale shall be deemed an Owner.

3.23 "Person" shall mean any individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.

3.24 "Property" shall refer to that real property hereinabove described and such additions, if any, as may be brought within the jurisdiction of the Association.

3.25 "Rules and Regulations" shall mean the rules and regulations of the Association.

3.26 "Signage System" shall mean the signage design package approved by the City of Brentwood and the Declarant and in effect from time to time.

3.27 "Single Family Use" shall mean Lots which only allow one single-family dwelling unit per Lot within a subdivision or planned development.

3.28 "Streetscape, Pedestrian, Utility and Street Maintenance Easement" shall include all streetscape, pedestrian, utility and street easements located adjacent to street rights-of-way and medians in public rights -of-way.

ARTICLE 4 EFFECTIVE DATE

This Declaration shall become effective upon its recordation in the Register's Office of Williamson County, Tennessee.

ARTICLE 5 PROPERTY RIGHTS AND EASEMENT

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

5.2 The Owner's right granted in Section 5.1 shall be subject to and limited by the following:

(A) Subject to the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes as are consistent with the purposes of the Association as set forth in this Declaration.

(B) Limited in that each Owner shall have rights only in those Common Areas for which such Owner shall pay any portion of the Common Expenses related thereto.

(C) Subject to each Owner's responsibility to pay all Common Expenses, fees, Fines and other charges hereunder assessed by the Board (either annual, emergency or special) against that Owner's lot.

5.3 Subject to the limitations of Section 5.2 above, every Owner, its successor and assigns, shall have the following perpetual easements with respect to the Property:

(A) A non-exclusive easement of ingress and egress to its Lot over, across and through the Common Areas and Streetscape, Pedestrian, and Utility Maintenance Easements.

(B) A perpetual easement in common with the Owners of all other Lots to use all pipes, wires, cables, public utility lines and other Common Elements serving its lot.

(C) A nonexclusive, perpetual and reciprocal access easement for ingress and egress in common with the Owners of all other Lots for access over any drive aisles or alleys located, constructed and available on or within any Lot, but expressly excluding private driveways constructed solely for internal use only within a Lot.

(D) A perpetual and non-exclusive easement in, over and through all Common Elements and to use the entranceways, pedestrian systems and other common improvements within the Property subject to the right of the Board to:

(1) promulgate rules and regulations for the use and enjoyment thereof; and,

(2) suspend the enjoyment and voting rights of any Owner for any period during which any Assessment for Common Expenses or Fine or other charge or fee hereunder remains unpaid, or for any period during which any infraction of its published Rules and Regulations continues, it being understood that any suspension for either non-payment of any assessment or a breach of the Rules and Regulations of the Association shall not constitute a waiver or discharge of the Owner's obligation to pay the assessment.

5.4 The Declarant and the Association, their successors and assigns, shall have the following perpetual easements with respect to the Property:

(A) A perpetual and non-exclusive easement for the maintenance of any Common Elements and Streetscape, Pedestrian, and Utility Maintenance Easements, which may presently, or hereinafter encroach upon a lot; and,

(B) The Association, through the Board or any manager or managing agent or their respective agents or employees, shall have the perpetual and non-exclusive right of access to each lot:

(1) to inspect same for the purpose of verifying conformance with this Declaration and any Rules and Regulations of the Association,

(2) to remedy any violations set forth in this Declaration or in any Rules and Regulations of the Association, and

(3) to perform any operations required in connection with the maintenance, repairs or replacements of or to the Common Elements, or any equipment, facilities or fixtures affecting or serving other lot(s) or the Common Elements; provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Owner. In the case of an emergency, such right of entry shall be immediate, whether Owner is present at the time or not.

(C) A perpetual and non-exclusive easement in, over, upon, across and through the Common Elements for surface water runoff and drainage caused by natural forces and elements, grading, and/or the improvements located upon the Property. No individual Owner shall directly or indirectly interfere with or alter the drainage and runoff patterns and systems within the Property without written approval of the Association; and,

(D) A perpetual and non-exclusive easement in, upon, over, across and through the Common Elements for the purpose of installation, maintenance, repair, service and replacement of all sewer, water, power and telephone pipes, lines, mains, conduits, waters, poles, transformers, meters, and any and all other equipment or

machinery necessary or incidental to the proper functioning of any utility company or other entity that requires same for the purpose of furnishing one or more of the foregoing services as determined and authorized by the Association; and,

(E) A perpetual and non-exclusive easement of unobstructed ingress and egress in, upon, over, across and through the Common Elements to the Association, its respective officers, agents and employees and all police, fire, and ambulance personnel in the proper performance of their respective duties (including but not limited to emergency or other necessary repairs to a lot upon which the Owner has failed to perform) and for repair and maintenance of the Common Elements. Except in the event of emergencies, the rights accompanying the easements provided for in this subsection shall be exercised only during reasonable daylight hours and then, whenever practical, only after advance notice to the Owner(s) directly affected thereby.

(F) The Declarant reserves the right and easement, which shall be a covenant running with the land, for and to the benefit of Declarant, its assigns and the Association to the installation and use of entrance improvements to be located on the entrances to the Community. The estimated and actual cost of operating and maintaining any improvement thereon will be the responsibility of the Association. Excluding the Declarant, and any of its affiliates, the publication or display of any Person as defined herein, whether or not such Person is a Member of the Association, upon any improvement on the entry feature easement will be subject to contract with the Association for the reasonable compensation for services and operating expenses in connection therewith.

5.5 Easement related to Infrastructure and other Improvements. Notwithstanding the foregoing or anything else contained herein to the contrary, the Declarant and/or the Association shall have and hereby retain the right, but not the obligation, to create, install, construct, modify, repair, replace and maintain certain forms of infrastructure for the Community that may consist of curbs, streets, service drives, sidewalks, and other hardscape, landscaping, street trees, street lights, irrigation systems, brick pads, benches, bridges, street furniture, walking paths, parks, trash receptacles, drainage facilities, signage, utilities, and any apparatuses related thereto, as well as other improvements not necessarily enumerated above. Said improvements may be installed along the roads or within any Lot or in the Common Area of the Community if deemed necessary or desirable by the Declarant and/or the Association, in their sole and absolute discretion, for the overall functionality or aesthetics of the Community. Continued maintenance, repair and replacement of any of the aforementioned infrastructure or improvements, if and once installed, shall be the responsibility of the Lot Owner if located within said Owner's Lot or the responsibility of the Association if located within the Common Area. Any costs and expense associated with this right may be reallocated and assessed to all Owners by the Association as a Common Expense. Notwithstanding the foregoing, when exercising said right, neither Declarant nor the Association shall do anything which may reduce the number of parking spaces within the Lot. In addition, neither Declarant nor the Association shall have the right to modify an existing building located on a Lot without the consent of the Lot Owner.

An easement is hereby granted to the Declarant, the Association and to any construction or management company selected by the Declarant or the Association to enter in or cross over the Common Areas or to enter or cross over any Lot to create, install, construct, modify, repair, replace and maintain any of the aforementioned forms of infrastructure or improvements located within any portion of the Community.

5.6 Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such licenses, easements and/or rights of way for sewer lines, water lines, electrical cables, telephone cables, television and other communication cables, internal and external wiring and antennae, gas lines, drainage, slopes, storm drains, regulatory signage, street lights, underground conduits and/or such other purposes related to the provision of public utilities and other common services to the Community as may be considered necessary, appropriate or desirable by the Board for the orderly maintenance, preservation and enjoyment of the Common Areas or for the preservation of the health, safety, convenience and/or welfare of the Owners of the lots and the Declarant.

An underground utility easement for the Association is reserved along all the frontage, both sides, and rear of all Lots, and on both sides of the sidelines of all corner lots. Easements are reserved on the recorded

plat(s), as amended from time to time. Within these easements, no construction of any kind shall be placed or permitted to remain which will in any way damage or interfere with the installation or maintenance of utilities.

5.7 Streetscape, Pedestrian, Utility, and Street Maintenance Easements shall include all streetscape, pedestrian, utility, and street maintenance easements located adjacent to street rights-of-way, and required pavers and medians in public rights-of-way.

5.8 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Common Improvements adjacent thereto or as between adjacent Lots due to unintentional placement or settling or shifting of Improvements constructed, reconstructed or altered thereon.

5.9 Use Easement on all Single Family Use Lots. A five foot (5') wide easement of use, which width may be adjusted by Declarant as more particularly discussed below, is hereby reserved along all common or shared boundary lines of all Lots established for Single Family Use by Declarant for the benefit of each adjacent Single Family Use Lot. Declarant, in its sole discretion, shall have the right to decrease, expand or otherwise adjust and vary the width of the use easement for a particular Lot either by the plat or plan including said Lot, in the deed of conveyance of said Lot by Declarant, or by an amendment to this Declaration. Said use easement may be used for any use permitted herein or otherwise permitted in the deed of conveyance for said adjacent Single Family Use Lots. However, such use by an adjacent Single Family Use Lot shall not prohibit the placement of utilities, heating and air conditioning units and fireplaces, drainage or landscaping or other ancillary elements or structure of a Lot nor shall it prevent the maintenance of such ancillary elements or structures occupying the Lot over which the use easement is granted. This easement of use shall encumber each Single Family Use Lot with detached dwelling units and shall be for the benefit of each adjacent Single Family Use Lot with detached dwelling units. The use easement herein reserved shall run with the land and be binding upon all Owners, successors, heirs and assigns of each Single Family Use Lot, and shall be conveyed along with the fee simple title to the Single Family Use Lot in any future conveyance whether actually stated in the deed of conveyance or not.

5.10 General Easement. The Declarant, so long as it shall retain record title to any Lot or other tract within the Community or the Common Areas, and the Association, reserves the right and easement to the use of the Common Areas and any lot (regardless of ownership) or any portion thereof, as may be needed for repair, maintenance or construction on such lot or any other lot or the Common Areas.

5.11 Ingress and Egress. An easement is hereby granted to all police, fire protection, ambulance, garbage collection, and U.S. Postal Service employees to enter upon the Common Areas in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents and employees and to any management company selected by the Association to enter in or to cross over the Common Areas and any Lot or tract within the Marshall Place Planned Community to perform the duties of maintenance and repair of the lot or Common Area as provided herein. Should any utility request a specific easement by separate, recordable instrument, The Declarant and the Association shall have the right to grant such easement on said property without conflicting with the terms hereof. The easements provided for in this Article shall in no way affect any other recorded easements on said property.

5.12 Additional Property. Declarant, and only Declarant, shall have the right to bring additional property into the Association and subject it to this Declaration. The additional property may be owned by the Declarant or by others. As to any additional property, whether owned by the Declarant or others, which Declarant desires to bring into the Association and subject it to this Declaration, the Association, its Members, and all present or future Owners, their mortgagees, successors, and assigns, hereby waive and relinquish any rights to object to or protest against bringing such additional property into the Association or any desired subdivision of such additional property as may be required or desired by Declarant for such additional property. No Owner other than Declarant shall have the right to bring additional property into the Association or to subject additional property to the terms of this Declaration. The provisions of this Section shall not be strictly construed, but shall be broadly and liberally

construed for the benefit of the Declarant and the additional property so as to allow the Declarant to bring additional property into the Association and subject it to this Declaration, including but not limited to the subdivision thereof.

ARTICLE 6 OWNERS ASSOCIATION

The following sections of this Article 6 shall apply to the membership in the Association as that term is defined in Article 3, Section 3.2 above.

6.1 Membership. The Declarant and Declarant, as defined hereinabove, shall become and remain a member of the Association upon the recording of this Declaration in the Register's Office of Williamson County, Tennessee. The Declarant and/or Declarant shall cease to be a Member of this Association at their sole election and independent discretion with the tender of notice to the Association, thus relieving the Declarant and/or Declarant of any liability or obligation to the Association. Upon the withdrawal of membership as provided for elsewhere herein, the covenants and restrictions of this Declaration shall no longer apply as to the Declarant and/or Declarant; however, they shall continue to govern and control the Association and its Members.

Every Owner shall automatically become and must remain a Member in good standing of the Association. Membership in the Association shall be appurtenant to and may not be separated from the ownership of a Lot.

6.2 Classes of Voting Members. The Association shall have two classes of voting membership defined as follows:

(A) **Class A.** Class A Members shall be all Members as defined hereinabove, with the exception of the Declarant and/or Declarant. Class A Members shall be entitled to one (1) vote per lot owned.

(B) **Class B.** The Class B member shall be the Declarant, which shall be entitled to ten (10) votes for every lot it owns. The Class B membership shall cease and be converted to Class A membership upon the first to occur of either the date when the total votes outstanding in the Class A membership are equal to the total votes outstanding in the Class B membership; or the date of filing of record in the Register's Office of Williamson County, Tennessee, an Affidavit by the remaining Class B Members assigning to Class A Member(s) all the rights and privileges of Class B Member(s).

6.3 Proxies. A Representative Member may appoint any other Representative Member or the Declarant or any other person permitted by law or by the By-Laws as his proxy; provided, however, that in no case may any Representative Member (except the Declarant and President of the Association) cast the votes for more than one Lot Owner by proxy in addition to his own vote. Any proxy must be in writing and must comply with all requirements imposed by law or by the Association's By-Laws.

6.4 Voting, Quorum and Notice Requirements. The presence, either in person or by proxy, of at least fifty-one percent (51%) of the total votes of the Community entitled to be cast with respect to any question, shall be requisite for, and shall constitute a quorum for, the transaction of business at all meetings of the Association. If the number of votes eligible to be cast drops below the quorum, and the question of a lack of quorum is raised, no business may thereafter be transacted.

6.5 Assignability. Any Owner may collaterally assign, as additional security, its voting rights to the beneficiary of a first lien deed of trust or first mortgage covering the lot or subdivided part thereof owned by an Owner. Any such assignment, however, shall not be effective until written notice thereof is actually received by the Association, together with evidence of said beneficiary's or mortgagee's entitlement to cast said votes.

6.6 Authority of the Association. In addition to the powers and authority granted to it by its Charter of Incorporation or this Declaration, and without limiting the generality thereof, the Association shall have the

authority to operate, maintain or otherwise manage or provide for the operation, maintenance or management of the Common Areas and Streetscape, Pedestrian, Utility, and Street Maintenance Easements. Such authority shall include, but not be limited to, mowing, pruning, fertilizing, preservation, and replacement of the landscaping and the upkeep and maintenance of sprinklers, irrigation mains and laterals, sprinkler heads, equipment, water pumps, drainage areas, lakes, dams, private roads, pedestrian circulation system, perimeter landscape buffers, signs, lighting, fencing, pavers, planting boxes and other landscape amenities and improvements comprising or located on the Common Areas and Streetscape, Pedestrian, Utility, and Street Maintenance Easements.

6.7 Powers and Authority of the Association. The Association shall have all the powers of a non-profit corporation organized under the laws of the State of Tennessee, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Charter of Incorporation, the Bylaws, or this Declaration. It shall have the power to do any and all lawful things that may be authorized, required or permitted to be done by the Association under this Declaration, the Charter of Incorporation, and the Bylaws, and to do and perform any and all acts that may be necessary or proper for or incidental to the exercise of any of the express powers of the Association, including, without Limitation:

(A) To levy and collect assessments on the Owners of lots and to enforce payment of such assessments, all in accordance with this Declaration;

(B) To enter into contracts;

(C) To make reasonable Rules and Regulations for the operation of the Common Areas and Streetscape, Pedestrian, Utility, and Street Maintenance Easements as specified herein and to amend them from time to time, provided that any Rule or Regulation may be amended or repealed by an instrument in writing signed by the majority of the total eligible votes of the membership of the Association;

(D) To enter into agreements or contracts with insurance companies with respect to insurance coverage for the benefit of the Association;

(E) To enter into agreements or contracts with utility companies with respect to utility installation, consumption and service matters;

(F) To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit;

(G) To enter into contracts, to maintain one or more bank accounts, and generally, to have all of the powers necessary or incidental to the operation and management of the Association;

(H) To sue or defend in any court, administrative agency or other tribunal on behalf of the Association and its members;

(I) To provide adequate reserves for repairs and replacements;

(J) To make available to each Owner within ninety (90) days after the end of each year an annual report;

(K) To adjust the amount collected and use any insurance proceeds to repair damaged or replace lost property; and, if proceeds are insufficient to repair damaged or replace lost property, to assess the members in proportionate amounts to cover the deficiency;

(L) To suspend the voting rights of a member for any period during which any assessment against such member's lot remains unpaid;

(M) To employ a manager or firm to manage the affairs and property of the Association (which may include an affiliate of Declarant or Declarant), to employ independent contractors or such other employees as it may deem necessary (which may include an affiliate of Declarant or Declarant), and to prescribe their duties and to set their compensation;

(N) To retain the services of legal and accounting firms;

(O) To enforce the provisions of this Declaration and any rules made hereunder and to enjoin and/or seek damages from any Owner for violation of such provisions or rules;

(P) To contract with any Owner (including without limitation the Declarant) for performance, on behalf of the Association, of services the Association is otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable, and in the best interests of the Association;

(Q) To levy and collect Fines for violations of this Declaration and to enforce payment of such Fines, all in accordance with this Declaration;

(R) To charge and collect fees for services rendered by the Association, the ACC and their respective agents; and

(S) To take any and all other actions and to enter into any and all other agreements as may be necessary or proper for the fulfillment of its obligations hereunder, for the operational protection of the Association or for the enforcement of this Declaration.

ARTICLE 7 COVENANT FOR ASSESSMENTS

7.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned by it within Marshall Place Planned Community, their successors and assigns, including any purchaser at a judicial sale, hereby covenant (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance), and shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments, fines, fees or charges, any special assessments for capital improvements or major repair; any emergency assessments; such assessments to be fixed, established, and collected from time to time as hereinafter provided (collectively, the "Assessments"). All such Assessments, together with interest thereon from the due date at the rate as decided by the Board, not to exceed the maximum allowable rate, and costs of collection thereof (including reasonable attorneys fees), shall be a charge and shall be a continuing lien upon the lot against which such assessment is made, and shall also be a personal obligation of the Owner of a lot which may they may not waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or by abandonment.

7.2 Purpose of Assessments. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, security and welfare of the Owners of Marshall Place Planned Community and in particular for the improvement, repairs, replacement and maintenance of the Common Areas, infrastructure required by governing authorities or otherwise benefitting the Marshall Place Planned Community, and Streetscape, Pedestrian, Utility, and Street Maintenance Easements and of any easement in favor of the Association, including, but not limited to, the cost of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and undertaken by, the Association.

7.3 Allocation.

(A) It shall be an affirmative and perpetual obligation of the Board to fix Common Expense assessments in an amount at least sufficient to maintain and operate the Common Elements as contemplated by this

Declaration and the Bylaws of the Association. The amount of monies for Common Expenses of the Association and the manner of expenditure thereof shall be a matter for the sole discretion of the Board.

(B) Every Owner shall be deemed to covenant and agree to pay to the Association such sums, by way of annual or special Common Expense assessments contemplated herein or in the Bylaws. Declarant's obligation to pay such sums commences upon the recording of this Declaration; the obligation of all other Owners to pay such sums commences upon their acceptance of a deed or other conveyance for a lot, whether or not it shall be so expressed in any such deed or other conveyance.

(C) Common Expenses shall be allocated among the Owners as follows:

(1) Annual Assessments and Carrying Charges of the Association. The Board of Directors shall cause to be created the Annual Assessment a sum (hereinafter sometimes referred to as "Annual Assessments" or "Carrying Charges") equal to the sum required by the Association, as estimated by its Board of Directors to meet its annual expenses, payable, in advance, either in monthly or annual installments as determined by the Board of Directors, including, but in no way limited to, the following:

(a) The cost of all operating expenses of the Association and services furnished; and

(b) The amount of all taxes and assessments levied against the Association or upon any Property which it may own or which it is otherwise required to pay, if any; and

(c) The cost of liability insurance and the cost of such other insurance as the Association may determine;

(d) The cost of funding all reserves established by the Association, including when appropriate, a general operating reserve and/or reserve for replacements, as well as a separate reserve for governmental required infrastructure or other improvements (i.e., traffic light installation, road maintenance, etc.) and/or any other infrastructure that will benefit the Development, the costs of which will be assessed against Declarant and/or the Development;

(e) The estimated and actual cost of all operating expenses, repairs, replacements, maintenance and replanting of the entry feature easement, conservation areas and other landscaped areas over which the Association has control, including, but in no way limited to the public rights-of-way and conservation areas; and

(f) The estimated and actual cost of enforcing and policing all the terms, covenants, conditions, restrictions and other duties and obligations contained in this Declaration.

7.4 Special Assessments. In addition to the regular assessments authorized by this Declaration, the Association may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement for which the Association is specifically responsible or for such other purposes as the Board may consider necessary, provided that such assessment shall have the assent of the Owners representing two-thirds (2/3) of the total number of votes eligible to be cast. A meeting of the appropriate Owners shall be duly called for this purpose, written notice of which shall be sent to all Owners at least ten (10) days but not more than thirty (30) days in advance of such meeting, which notice shall set forth the purpose of the meeting.

7.5 Emergency Assessments. In the event of an emergency situation, condition or occurrence affecting the life, health, safety or welfare of Owners or the public, the Board, acting pursuant to this section, may declare an emergency assessment in such amount and payable at such time as the Board, in its sole discretion, shall

deem necessary. Such emergency assessment, except for the amount and time of payment, shall be governed by all other provisions of this Declaration. Such assessment shall be borne pro rata, as provided for elsewhere herein, by all Owners. The Board shall be fully protected and not liable for any mistake in judgment hereunder if the emergency assessment was made in good faith.

7.6 Date of Commencement of Annual Assessment. The annual assessments provided for herein shall commence as to all lots as of the date of the conveyance by the Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

7.7 Non-Payment of Assessments. Any assessment, fine, charge or fee levied pursuant to this Declaration, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the lot against which such assessment is levied and shall bind such lot(s) and property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the Owner(s) to pay such assessment shall, however, remain personal obligations for the statutory period, and a suit to recover a money judgment for non-payment of any assessment levied, or any installment thereof may be maintained without foreclosing or waiving the lien herein created to secure the same.

Any assessment levied pursuant to this Declaration or any installment thereof which is not paid within ten (10) days after it is due may, upon resolution of the Board, bear interest at a rate not to exceed the highest rate allowed under the laws of the State of Tennessee, and may, by resolution of the Board, subject the Owner obligated to pay the same along with such penalty or "late charge" as the Board may fix. The Board may bring an action against the Owner personally obligated to pay the same, or foreclose the lien subject to prior Deeds of Trust upon any of the Property; in either of which event the Association may collect from Owner interest, costs and reasonable attorneys fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Lot.

To evidence the lien of any unpaid and delinquent assessments, the Board of Directors of the Association may prepare a written notice setting forth the amount of such unpaid indebtedness. Such a notice shall be signed by one of the Board of Directors and may be recorded in the Register's Office of Williamson County, Tennessee.

For the purpose of enforcing the lien of any unpaid and delinquent Assessment, each Lot Owner, irrevocably grants the Board the power to sell lot at public outcry to the highest bidder for cash. The Board is authorized to make such a public sale if and only if such sale is made subordinate to any prior recorded Deed of Trust or lease upon the property. The Association is hereby authorized to take any and all action available for collection of the assessment which the laws of the State of Tennessee allow. Any such sale shall be made after first advertising the sale of the property for twenty-one (21) days by three (3) weekly publications in two (2) newspapers in the County of Williamson, State of Tennessee, one in the City of Nashville and the other in the Town of Franklin, giving notice of the time and place of such sale of the property. Any sale of the property to enforce a lien for unpaid and delinquent assessments shall be free from the equity of redemption, statutory right of redemption, homestead, dower and all other exemptions, all of which are expressly waived by the Owners; and any such sale and the lien enforced thereby shall take precedence over and have priority over any and all other liens of every nature against the property, except real estate and ad valorem taxes assessed against the property and prior recorded leases and Deeds of Trust. The proceeds of any such sale, whether under the power of sale or by foreclosure suit, shall be applied first to the payment of the expenses of protecting the property and the expenses of litigation, attorney's fees, and sales commissions; and second, to the payment of real estate and ad valorem taxes assessed against the property and any prior recorded Deeds of Trust; and third, to the payment of all amounts due the Association under the terms of the Declaration and Bylaws; and the balance, if any, to the Owner whose property is sold, or his assigns. Upon any default in the payment of any Assessment, the Board shall have the right to all rents, issues and profits from the property in default and shall have the right to secure the payment through notice to those in possession of the property or by entry into possession in the same manner as the mortgagee entering into possession following default.

All rights, remedies and privileges granted to the Board, pursuant to any terms, provisions and covenants or conditions of the Declaration or the Bylaws shall be deemed to be cumulative, and the exercise of any one or more shall not preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party by the Declaration or the Bylaws or at law or in equity.

7.8 Acceleration of Installments. Upon the default in the payment of any one or more installments of any assessment levied pursuant to this Declaration, the entire balance may be accelerated at the option of the Board and be declared due and payable in full.

7.9 Priority of Lien. The lien established by this Declaration shall have preference over any other assessment, liens, judgments or charges of whatever nature, except as limited herein.

7.10 Subordination and Deed of Trust Protection. Notwithstanding any other provisions herein to the contrary, the lien of any assessment levied pursuant to this Declaration upon any lot shall be subordinate to, and shall in no way affect the rights of the holder of any indebtedness secured by any recorded Deed of Trust or lease upon such interest made in good faith and for value received, provided, however, that such subordination shall apply only to assessments which have become due and payable prior to the sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure, and shall not in such instance apply to claims for a share of such assessments or charges resulting from a reallocation of such assessments or charges to all Owners, including the encumbered lots. Such sale or transfer shall not relieve the purchaser at such sale from liability for any assessments thereafter becoming due, nor from the lien of such subsequent assessment which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

No amendments to this Section shall affect the rights of the holder of any such Deed of Trust (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

7.11 Additional Default. Any recorded Deed of Trust secured by property shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Declaration, or any installment thereof, shall likewise be a default in such Deed of Trust (or the indebtedness secured thereby) but failure to include such a provision in any Deed of Trust shall not affect the validity or priority thereof, and the protection extended to the holder of such Deed of Trust (or the indebtedness secured thereby) by reason of this Declaration shall not be altered, modified, or diminished by reason of such failure.

ARTICLE 8

MARSHALL PLACE DEVELOPMENT FEE AND RIGHT TO REPURCHASE

8.1 Authority to Collect Development Fee. Except as otherwise provided in this Article, upon the first sale and transfer of title to any Lot in the Marshall Place Planned Community, the purchasing Owner shall pay a development fee in the amount of the Seven Thousand Five Hundred No/100 Dollars (\$7500.00), subject to annual increases (but no decreases) by the Declarant along with a Builder Bond in the amount of Ten Thousand No/100 (\$10,000.00) (hereinafter collectively referred to as "development fee"). Such development fee shall be the personal obligation of the purchasing Owner, and in addition, the Marshall Place Homeowners Association shall have a lien against the Lot to secure payment of such development fee. Such lien shall be prior and superior to all other liens except (a) the Association's lien for Assessments, and (b) such liens as have priority over the Association's lien for Assessments as set forth herein. Such lien may be enforced by the Declarant and/or Association by suit judgment and foreclosure in the same manner as the Association's lien for Assessments under this document. In addition to the remedies specifically set forth in this Article, shall have all other remedies and rights granted to the Association in this document hereinabove and all rights and remedies otherwise available at law or in equity.

8.2 Purpose of the Development Fee. All development fees collected pursuant to this Article shall be deposited into a segregated account used for such purposes as the Declarant deems beneficial to the general good

and welfare of the Marshall Place Planned Community. By way of example and not limitation, such development fees might be used to help fund:

- (a) Declarant installing mailbox;
- (b) Design fee review; and
- (c) Street Construction.

8.3 Exempt Transfers. No transfer fee shall be imposed or levied upon a transfer of title of a Lotto Declarant.

8.4 Developer Right to Repurchase. Developer shall have the right (but not the obligation) to repurchase the Lot at its original purchase price, net of any interest, expenses, and closing costs termination if Developer determines in its sole, subjective discretion that Lot Owner fails to act in good faith, fails to conform to the terms of these Declaration of Covenants, Conditions and Restriction, or markets any Lot with or without a residence in a manner economically disadvantageous to the Development.

ARTICLE 9 COVENANTS AND RESTRICTIONS FOR USE

9.1 Nuisances. No Owner shall permit any use of his premises or any building structure thereon for any purposes calculated to injure the reputation of said premises, or neighboring Property or for any purpose or use in violation of local, state or federal statute or ordinance. No obnoxious or offensive trade or activity shall be carried on or upon any of the Property in the Community, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the Community not in accordance with Declarant's master plan. Written approval by the Declarant or the ACC of a particular use shall be conclusive evidence of compliance with this restriction insofar as this Declaration controls.

9.2 No change to Approved Uses. So long as any concept plan, site plan, final plan or final plat pertaining to the Property or portion thereof owned by Declarant that is included in the Marshall Place Planned Unit Development and which is submitted for approval, does not seek to alter the approved uses of Lots or other portions of the Property sold by Declarant to Owners from time to time, then each Owner, on behalf of itself and its tenants, occupants, heirs, successors, and assigns, upon acceptance of a deed of a Lot or other portion of the Property from Declarant, hereby unconditionally waives any and all rights, arising from Owner's ownership in said Lot(s) or other portions of the Property sold, to approve or object to any concept plan, site plan, final plan or final plat pertaining to the Property or any portion thereof owned by Declarant that is submitted for approval.

9.3 Restrictions on Single Family Use Lots. With regard to Lots which are established for Single Family Use by Declarant, from time to time, the following restrictions shall apply:

(a) Only residential use shall be permitted and no change in use shall be permitted without the express prior written consent by the Declarant, which may be granted or withheld in Declarant's sole discretion.

(b) Owner agrees to repair or replace any damage to the Development caused by Owner's construction after the Lots are purchased. Said repair or replacement is to be at the Owner's sole expense. Further, Owner agrees to maintain adequate erosion control measures on the Lots, in compliance with all federal, state and local laws, regulations, ordinances, etc. Owner accepts all liability associated with said erosion control requirements.

(c) The Lots may be filled land or partially filled land. Declarant shall not be responsible or liable for any claims of any kind or character related to the fill or soil conditions of the Lots. The drainage improvements in the Development have been designed and are/or shall be installed in accordance with all prevailing local governmental standards and requirements. Declarant makes no warranty concerning the degree of water inundation that may result on the Development since said inundation can be expected which exceeds the design standards.

- (d) Declarant will not be responsible for any trees that die.
- (e) Prior to construction of a residence on the Lot(s), Owner covenants and agrees to keep the Lot(s) mowed and free of debris. Should Owner not keep the Lot(s) mowed and free of debris, Declarant may notify Owner in writing at the address shown on sales contract. If corrective measures have not been taken within two (2) weeks of date of said notice, Declarant shall have the right, but not the obligation, to enter the Lot(s) for the purpose of mowing and cleaning the same and in such event the cost of said work shall be charged to Owner. If the cost of same is not paid within thirty (30) days from date of billing, then the cost of cutting and cleaning plus court cost, attorney fees and interest at the maximum legal rate shall become a lien on the Lot(s). This covenant shall expire and be of no force or effect upon completion of residence.
- (f) Setbacks building and parking placement, architectural guidelines, and all other building elements on all Lots shall be as required by the zoning ordinances and/or subdivision regulations of Williamson County, Tennessee or other applicable governing authorities, including, but not limited to, the approved Concept Plan, Pattern Book and Architectural Guidelines for the Development or the terms and conditions contained herein. Exceptions to the setbacks established by Declarant may be permitted upon architectural control approval as provided herein. Declarant may further require the use of green building practices for the Development as may be established by Declarant.
- (g) Owner agrees that neither Owner nor Owner's agents, contractors or employees will interfere with Declarant's agents, contractors or employees during Declarant's construction of subdivision improvements. Owner agrees to reasonably delay or alter Owner's construction schedule if required by Declarant's contractor. In addition, Declarant agrees that there shall be no material change in the plans for the Development.
- (h) All residential structures constructed on the Lots shall contain no less than the 3000 square footage or in the design guidelines or which may be otherwise established by the Declarant from time to time.
- (i) No house, trailer, tent, shack, temporary building, temporary toilet facility, satellite dish, antenna, outbuilding, or guest house shall be erected on any of said Lots without approval in writing of the Architectural Committee.
- (j) There shall be no further subdivision of the Lots.
- (k) No recreational or commercial vehicle of any kind, including but not limited to trucks, vans, boats, R.V.s, campers, racecars or the like, shall be stored or parked on any Lot, unless in a closed garage, or parked on the private driveway unless concealed from view in a manner satisfactory to the Architectural Committee.
- (l) No business activity of any kind whatever shall be conducted in any building or in any portion of a Single Family Use Lot; provided, however, the foregoing covenants shall not apply to the business activities, signs, or the construction and maintenance of buildings, if any, of the Declarant, its agents and assigns, during the development and sales period of Lots in the Development. The Architectural Committee shall have the authority to regulate non-Declarant real estate "for sale" or "built by" signs as to content, size, color, typeface and location.
- (m) Easements for utility and drainage are reserved as shown on the Plat. No Owner shall, within any such easement areas or at other locations whether within or without designated easement areas, place or permit any structures, fencing, plants or other material which may damage or interfere with the installation and maintenance of utilities and/or interfere with the positive natural drainage established by Declarant. Further, no Owner shall install any Improvements or modify any existing grades in such a manner as would impair the positive, natural flow of water from or onto the Owner's Lot. The easement area and drainage facilities on each Lot shall be maintained continuously by the Owners of such Lot.
- (n) No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

(o) Pets may be kept in accordance with the Rules and Regulations established by the Board, provided that they are not kept, bred or maintained for any commercial purpose. In all instances, pets shall be restrained within fenced areas or kept under leash. .

(p) No debris, trash, ashes, lawn clippings, leaves, leaf bags or other refuse may be thrown or dumped on any of the Lots or Common Areas. Debris and trash during the construction of an Owner's Improvements shall be collected by each Owner (or his or her representative) in containers approved by the Architectural Committee and periodically removed so that no unsightly condition occurs on the Lot or adjoining Lots.

(q) No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot, and no refuse pile, unused motor vehicles, or unsightly objects shall be allowed to be placed or to remain anywhere on any Lot. In the event that any Owner or occupant of any Lot in the Development shall fail or refuse to keep the Lot free from weeds, underbrush, refuse piles, unused motor vehicles, or other unsightly growths or objects, then the agent of the Architectural Committee may enter upon the Lot and remove the same at the expense of the Owner and such entry shall not be deemed a trespass. In the event of such a removal, the Owner shall pay the expenses thereof.

(r) All equipment, building materials, garbage cans, service yards, playgrounds, wood piles, storage areas, clotheslines, portable sheds, and similar type items shall be kept screened by adequate planting or fencing so as to reasonably conceal them from view of neighboring Owners. In no event shall any of said items or uses be permitted in front yards. Corner Lots shall be considered to have a front yard on each side adjacent to the street. All rubbish, trash or garbage shall be regularly removed from the Lots. Vegetable gardens are restricted to the rear yard of the Lots.

(s) No auxiliary recreational or athletic facilities, including but not limited to, swimming pools, tennis courts, basketball courts, and skating ramps, may be maintained on a Lot. Notwithstanding the foregoing, swimming pools may be permitted but only on a case-by-case basis and in the sole discretion of the Architectural Committee. If a swimming pool is permitted by the Architectural Committee as provided pursuant to this Section, the size, location and design of both the swimming pool and the privacy fence surrounding such pool shall also be further subject to Architectural Committee approval. All swimming pools permitted must be in compliance with all applicable governing regulations, ordinances, safety codes and requirements.

(t) No swing sets, play sets, trampolines, or the like may be maintained on a Lot unless said structures are not visible to neighboring Lots and public view.

9.4 Compliance with Plans for Development. All Owners shall comply with and adhere to the zoning or use requirements and any and all other requirements, terms and conditions which may be set forth, from time to time, on concept plans, site plans, final plans or final plats pertaining to the Property or portion thereof.

ARTICLE 10 PLANNING, DESIGN REVIEW AND CONSTRUCTION REQUIREMENTS

10.1 The Association, through its constituent Architectural Control Committee (the "ACC"), may adopt, maintain and administer design and construction standards. From time to time, and in its sole discretion, the Architectural Control Committee may amend its design and construction standards in any manner consistent with the statement of purpose set forth in Article 1 of this Declaration. It is intended that a basic harmony of architecture prevail among the various structures and improvements so that no individual improvement or structure detract from the attractiveness and continuity of the overall character and theme of Marshall Place Planned Community as determined by the Declarant.

Approval shall be based on, but not limited to adequacy of the dimensions of improvements, storm drainage considerations, conformity and harmony of exterior design of neighboring structures, improvements,

operations and uses; relating topography, grade and finished ground elevation of the site being improved to that of the neighboring sites and street frontages; and location and orientation of the improvements with respect to adjacent streets and the overall design intent of Marshall Place Planned Community.

Landscape treatment shall be provided in accordance with applicable City Ordinance and such rules and standards established by the ACC to give unity and direction throughout the diverse areas of the Property. Unity of design shall be achieved by the repetition of certain plant varieties and other landscape materials throughout the development, and by correlation with adjacent designs.

10.2 Control of Improvements.

(A) No improvement, including without limitation, utilities, buildings, signage, parking, paving, lighting, sidewalks and landscaping or change to any existing improvement of any type shall be made on any portion of any Property within the Community until the exterior plans, specifications and location for proposed improvements have been approved in writing by the Architectural Control Committee or appointed representative, hereinafter referred to as "ACC", as appointed by the Association's Board of Directors in accordance with the Association's By-Laws. Said plans and specifications shall include the use, layout, signage (both temporary and permanent), type of construction, terrain, and drainage handling systems, parking lots, drives, fencing, landscaping, siltation control, exterior lighting, and the actual external aspects and design of any building or improvement to be erected upon or be brought to the Property within the Community. The ACC reserves the right to require the submission of designs, material selections and layouts of proposed improvements or changes at different stages of the design process, and further reserves the right to specify the information required therein as well as the format thereof. Such plans and specifications shall be in such form and shall contain such information as may be required by the ACC, but, in any event, shall include (i) a site plan of the Property showing the nature, color scheme, kind, shape, height, materials and location with respect to said Property section (including proposed front, rear and side setbacks) of all structures, fences, or barriers, and location of all parking spaces and driveways on the Property, and (ii) grading, drainage, irrigation and landscaping plans for the particular Property. All areas of the Property visible from the street shall be irrigated with an automatic irrigation system. In the event that the ACC should fail to approve or disapprove such improvement within thirty (30) days after receipt of plans and specifications, then approval shall be deemed to have been waived.

(B) No construction on any of the Property shall be begun or continued until and unless the general contractor is currently approved by the ACC. Due to the necessity of strict compliance with the provisions hereof as to the design and construction of improvements, all general contractors and builders must be licensed by the State of Tennessee and meet the standards of the ACC. Further, the ACC reserves the right to adopt, maintain, and administer construction standards for improvements in the Community, as amended from time to time, pertaining to all aspects of construction, and including but not being limited to: (i) construction debris and trash containment and removal, (ii) protection of infrastructure and landscaping, (iii) construction times, (iv) construction audio equipment and noise, (v) materials delivery and disposal, (vi) surveys and construction staking, (vii) dump sites, (viii) Port-a-Johns, and (ix) protection of adjacent property.

(C) If any improvement or change requiring approval shall be undertaken on the Property, and said approval has not been obtained from the ACC, or if any improvement or change which is not in conformance with approved plans and specifications shall be undertaken on the Property, said Improvement or change shall be deemed to have been undertaken in violation of these covenants; and, upon written notice of the ACC, any such improvement or change deemed to be in violation shall be removed or altered so as to extinguish such violation. If, thirty (30) days after the notice of such violation, the Owner of such Property in question shall not have taken reasonable steps toward the removal or alteration of the same, Declarant, its representative, or the ACC shall have the right, through its agent, to enter said Property and to take such steps as may be necessary and as available in law or equity to extinguish such violation and Fine the Owner, and all costs, the Fine, expenses, and attorney fees pertaining thereto shall be a binding obligation of the Owner as well as a lien on the Property in question, upon the recording of such with the Register's Office of Williamson County, Tennessee. Any lien so recorded shall be subordinate to the lien of any existing deed of trust. Any agent of the Declarant or the ACC may, at reasonable times, enter upon and inspect any Lot and Improvements thereon for the purposes of ascertaining

whether the maintenance of such Lot, and the maintenance, construction or alteration of structures thereon, are in compliance with the provisions of these restrictions, and no such persons shall be deemed to have committed a trespass or other wrongful act by such entry or inspection.

For the purpose of ensuring the development of the Property as an area of high standards, and to ensure reasonable compatibility of architectural designs, Declarant and the ACC shall have the power to control all Improvements as set forth in this Article, as well as to make such exceptions to these covenants, and to waive particular violations, as either shall deem necessary, appropriate, or proper.

10.3 Submittal Procedures. A minimum of three (3) sets of the documents required by the ACC to be submitted shall be submitted for approval as a complete package and be submitted to the ACC in writing over the signature of the Owner, or his authorized agent requesting approval, including but not being limited to the following:

- (A) Complete architectural plans, specifications and declaration of uses.
- (B) Complete landscape plans and specifications indicating plant species, locations, quantities, area sizes, and including the irrigation plans and specifications.
- (C) Samples of all exterior materials including the color and texture to be used in all improvements will be submitted.
- (D) Plans and specifications relating to all exterior signage to include samples of all materials used.
- (E) Engineering plans and specifications relating to all improvements, including electrical, mechanical and civil.
- (F) Credentials and licenses of all builders and general contractors.

In the interest of expediting the approval process, the Owner or Member is encouraged to consult with the ACC during the early stages of the planning process at appropriate periodic intervals prior to submission. It is understood by all parties that any informal, verbal exchange between the parties is non-binding and subject to change at the sole option of the ACC. Multiple submittals may be required by the ACC.

A minimum of three (3) sets of the final plans and specifications shall be submitted complete, at one time, and shall be accompanied by a signed request from the Owner and Member for final approval thereof. Such final plans and specifications should be submitted at least thirty (30) days prior to their submittal to the relevant governmental authority for a Building Permit.

The ACC shall be allowed thirty (30) days from receipt of plans and specifications to disapprove or approve the plans and specifications. If the ACC does not disapprove the plans and specifications within thirty (30) days from receipt thereof, such final plans and specifications shall be deemed to be so approved.

The ACC's intent in review is to uphold the requirements, both written and implied, of Planning and Design Review Requirements.

10.4 Review Process.

(A) **Standards.** The ACC shall have the right to disapprove any final construction drawings and specifications because they fail to comply with any criteria or requirement of this Declaration or the ACC, as amended from time to time.

(B) **Statement of Reasons for Disapproval.** In any case where the ACC shall disapprove any construction drawings or specifications submitted hereunder or shall approve the same only as modified or upon specified conditions, notice of such disapproval or qualified approval shall be accompanied by a statement of the

reasons therefor. In any such case, the ACC, if requested, shall make reasonable efforts to assist and advise the applicant in the preparation of acceptable construction drawings and specifications.

(C) **Liability for Violation.** Any person, firm or corporation violating these Articles 10, 11, 13, 14 and/or 15 shall be liable for all costs incurred in remedying such violations, including, but not limited to, attorneys' fees and court costs and be subject to Fines as set forth in 15.7.

(D) **Copies.** Upon approval by the ACC of any final construction drawings and specifications submitted hereunder, three (3) copies of such final construction drawings and specifications, as approved, shall be deposited with the ACC by the Owner one (1) year after the next succeeding December 31.

10.5 **Appeal.** In the event the plans and specifications submitted to the ACC for approval are disapproved, Lot Owner or party making such submission may appeal in writing to the Board of Directors of the Association hereinafter referred to as "Board". The written request must be received by the Board not more than thirty (30) days following the final decision of the ACC. The Board shall submit such request to the ACC for review, whose written recommendations will be submitted to the Board. Within forty-five (45) days following receipt of the request for appeal, the Board shall render its written decision. The failure of the Board to render a decision within said forty-five (45) day period shall be deemed to have upheld the ACC's decision.

10.6 **Design Review Fee.** The ACC may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to this Article, payable at the time such plans and specifications are so submitted. The amount of such fee shall contain the cost of making such examination, including the cost of any professional fees incurred in connection therewith.

10.7 **Certificate of Compliance.** Upon completion or alteration of any Improvement on any Lot undertaken and completed in accordance with plans and specifications approved by the ACC, and on written request of the Owner of such Property, a Certificate of Compliance shall be issued in a form suitable for recordation. Preparation and recording of such Certificate shall be at the expense of such Owner. Any Certificate of Compliance issued in accordance with the provisions of the paragraph shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such Certificate shall be conclusive evidence that all Improvements and/or alterations described therein comply with all requirements of this Declaration.

10.8 **Designation of Committee.** The Association shall have an Architectural Control Committee ("ACC") which shall consist of not less than three (3) members. So long as the Declarant holds an ownership interest in any portion of the Community, the appointment of the members of the ACC shall be made exclusively by the Declarant. Thereafter, appointments shall be made by the Board of Directors of the Association. Members of the ACC shall serve at the pleasure of the Declarant, and later at the pleasure of the Board. The vote of two members shall constitute the action of the ACC.

10.9 **Vacancies.** The Declarant shall have the exclusive right and power at any time and from time to time to create and fill vacancies on the ACC.

10.10 **Officers.** At the first meeting of the ACC, the ACC shall elect from among themselves a Chairman, a Vice-Chairman and a Secretary who shall perform the normal duties of their respective offices.

10.11 **Function.** No improvements shall be constructed, erected, placed, altered, maintained or permitted on any portion of the Community until plans and specifications, in such a form and detail and under such submitted procedures as the ACC may deem necessary, or desirable, as amended from time to time, shall have been submitted to and approved in writing by such ACC. The ACC shall have the power to employ professional consultants, if it deems necessary, to assist it in discharging its duties.

10.12 **No Construction or Use Prior to Approval.** No building, structure or improvement of any kind shall be commenced, installed, erected, placed, assembled, altered, moved onto, or permitted to remain on any

building site, nor shall any uses be commenced on any building site, unless and until the final construction drawings and specifications for the same (including a description of the proposed use) have been submitted to, reviewed and approved by the ACC. No Owner shall apply to any public authority for any construction or building permits for any project before written approval of the final construction drawings and specifications have been given, unless the ACC has waived this requirement with written notification to such Owner.

10.13 Governmental Approval. Approval by the ACC shall be separate from all review and approval procedures by Williamson County or any other governmental entity. Any material changes made to the final construction drawings and specifications must be resubmitted and reapproved by the ACC.

10.14 Inapplicable to Declarant. This Article shall not apply to the Declarant, its successors and assigns, and the Declarant need not seek or obtain ACC approval for any improvement constructed or placed, or landscaping done by the Declarant on any property in the Community owned by the Declarant, on Common Areas, or within street rights-of-way designated as a Streetscape, Pedestrian, Utility, and Street Maintenance Easement.

10.15 Vehicle Parking. Off-street vehicle parking shall be screened to the extent possible by architectural or landscape design. Parking spaces shall not be used for permanent or temporary storage of junk vehicles, recreational vehicles, private vehicles offered for sale, house trailers or commercial or industrial vehicles or other semi-mobile equipment. Each lot must provide adequate off-street parking, and all parking areas shall be paved with approved materials. All parking visible from streets shall be screened from view as well as possible by depressing grades, by use of landscaping or by earth berms. All parking requirements are subject to applicable ordinances of the Williamson County.

10.16 Loading and Trash Handling Areas. All loading docks shall be located so that trucks using the docks will not be readily visible from the public streets. All loading docks and trash containers shall be screened from view by building, dense landscaping, walls or decorative fencing as required by the ACC. Except during the process of loading or unloading, trucks shall not be parked outside of a building overnight, unless parked in suitably screened areas, as approved by the ACC.

ARTICLE 11 MAINTENANCE

11.1 Standards. The Association, through the ACC, may adopt, maintain and administer standards for maintenance in the Community. From time to time, and in its sole discretion, the ACC may amend its maintenance standards.

11.2 Maintenance During Construction Period. During construction of an improvement, the lot on which the improvement is being constructed and adjacent areas and streets impacted by the construction shall be kept clean on a regular basis, and all trash, rubbish, and debris removed therefrom after any construction or work is done thereon. During construction, the Owner shall be responsible for keeping the lot in reasonably neat condition, preventing the accumulation of trash, and shall prevent runoff of soil and wind transmission of trash and debris from the lot onto adjacent property or streets. Streets providing access to a lot shall be promptly and regularly cleaned by the Owner or Owner's contractor to remove dirt resulting from construction activity.

11.3 Site and Building Maintenance. Each Member at all times must keep his premises, building improvements and appurtenances in a safe, clean, wholesome condition and comply in all respects with governmental health and police requirements. Each Member will remove, at his own expense, all rubbish of any character, whatsoever which may accumulate on his respective premises. If a Member allows rubbish to accumulate and his premises become unsightly as determined by Declarant or the Association, the in that event Declarant and/or the Association reserves the right to have such unsightly material removed at the expense of the Owner of said Property, and if not removed within fifteen (15) days of the date written notice is sent to such Lessee or Owner, the Association may impose Fines and the costs of such removal and such Fines shall become a binding personal obligation of such Lessee and/or Owner and shall become a lien against said Property in question.

11.4 Landscape and Grounds Maintenance. Approved landscaping shall be maintained in a neat and adequate manner in accordance with standards established by the ACC. Maintenance activities shall include mowing of lawns, trimming of hedges, adequate irrigation, replacement of dead, diseased, or unsightly landscaping, removal of weeds from planted areas, and appropriate pruning of plant materials.

11.5 Parking Areas and Sidewalks. All parking areas, pedestrian walkways and other hard surface areas shall be swept and cleaned regularly, and cracked and damaged areas shall promptly be repaired or replaced as required. All asphalt paved surfaces shall be resurfaced or sealed by the Owner at its cost and expense every three to five years, as determined by the ACC. The Owner shall at all times keep paved areas in good condition, repairing any fractures, cracks, potholes, fissures, etc. Said resurfacing or sealing shall be done within ninety (90) days after notification and in accordance with specifications provided by the ACC. Broken bumper stops and/or curbing shall be replaced as required and drainage inlets, storm sewers and any surface drainage facilities shall be maintained in good repair and shall remain clear of debris so as to enable the proper flow of water.

11.6 Additional Maintenance and Operation Activity Criteria. In addition to the foregoing maintenance and operation activity criteria, the ACC may promulgate and adopt additional maintenance and operation activity criteria that are consistent with and will further implement the statement of purpose set forth in this Declaration.

11.7 Failure to Maintain Property. In the event an Owner of any Property shall fail to maintain his or her property and the Improvements thereon in a manner reasonably satisfactory to the Association, and/or in keeping with other property, including but not being limited to parking lots and striping, the Association shall have the right, through its agents and employees, to enter upon said property and to repair, maintain, and restore the property and the exterior of the Improvements erected thereon and to fine the Owner and/or user of that property. The cost of such repair, maintenance and restoration and any Fines imposed shall be added to and become part of the Assessment of that property. Additionally, each Owner shall be responsible for the maintenance and repair of the curb adjoining the private right-of-way which is contiguous to the Owner's property. The cost of said maintenance, expenses and attorneys fees shall be a binding obligation of the Owner as well as a lien on the property in question, upon recording of such notice with the Register's Office of Williamson County, Tennessee. Any lien so recorded shall at all times be subordinate to any prior recorded deed of trust. In addition to the costs as set forth herein, the Owner shall be responsible for all court costs, reasonable attorney's fees, and interest from the date of any expenditure at the maximum legal rate of interest.

11.8. Uniform Parking Area and Other Hard Surface Maintenance. The Declarant hereby establishes that the Declarant and/or the Association shall, have the right, but not the obligation, to provide uniform maintenance of all drive aisles, parking lots, pedestrian walkways and other hard surface areas located within the Lots. As such, the Declarant hereby reserves for itself and grants to the Association an ingress and egress easement for itself and for any management company which may be selected by the Declarant and/or the Association, over all Lots for the purpose of performing such uniform maintenance, if any. If the Declarant and/or the Association exercises its right to provide uniform maintenance as set forth hereinabove, all costs and expenses incurred in performing said maintenance shall be included as part of the Annual Assessment and shall be paid by the Owners in accordance with the terms of this Declaration.

ARTICLE 12 RIGHTS OF MORTGAGEES

A mortgagee, upon request, will be given written notification from the Association of any default in the performance by the Owner of a lot relating to the mortgage owned by the mortgagee of any obligation under the Declaration or related Association documents, which is not cured within sixty (60) days. The mortgagee will be given thirty (30) days to cure such default should it so elect. A mortgagee shall also have the right to examine the books and records of the Association during normal business hours.

**ARTICLE 13
GENERAL COVENANTS AND RESTRICTIONS
FOR BUILDING IMPROVEMENTS**

13.1 Upon completion of any improvement or alteration on any Property undertaken and completed in accordance with plans and specifications approved by the ACC, and upon written request of the Owner of such Property, a certificate of compliance shall be issued in a form suitable for recordation. Preparation and recording of such certificate shall be at the expense of such person requesting such certificate of compliance. Any certificate of compliance issued in accordance with the provisions of this paragraph shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all improvements and changes described therein comply with all requirements of the Association of this Declaration which pertain to landscaping, signage and building and site plans and specifications.

13.2 Any improvement or change undertaken on any Property shall be in accordance with any and all provisions contained herein.

13.3 The applicable building codes in effect at the time of any construction shall apply to all construction.

13.4 Neither Declarant nor its assigns nor the ACC nor any architect or agent thereof, shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

13.5 The Declarant or its assigns, Declarant, the Association or any Member owning or leasing any of the Property, or improvements thereon, contained within the Community shall have the right to enforce by any proceeding at law or in equity all conditions, restrictions, covenants, reservations and easements herein or hereinafter contained or otherwise contained in any Deed to any of the Property in the Community. Failure to enforce any of such proceedings shall in no event be deemed a waiver of the right to do so thereafter.

13.6 Written approval or waiver by Declarant, its assigns, Declarant or the ACC shall be deemed conclusive evidence of compliance with any restriction, covenant, term and/or condition requiring such written approval.

**ARTICLE 14
COVENANTS AND RESTRICTIONS FOR USE**

14.1 **Use.** No Property shall be used except for uses approved by Declarant or its assigns.

14.2 **Rights of Declarant to Facilities.** Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant to maintain, during the period of the sale of said Property, upon such portion of the premises as Declarant deems necessary, such facilities, as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the sale of said Property, including, but without limitation, a business office, storage area, construction yard, signs, and sales office.

14.3 **Communication Providers and Services.** The Declarant shall have the sole and exclusive right to determine and designate the communication services that are to be provided to the Property, including all Lots, subdivisions and parcels without limitation. The communications services that will be determined and designated by Declarant are including but not limited to cable, internet services, broadband, satellite dishes, telephone, and all successor or derivative services that may evolve. Any royalty rights or other payments made by such service

provider as a result of services to the Property, including all Lots, subdivisions and parcels without limitation, shall be exclusively paid to the Declarant.

ARTICLE 15 PRIVATE ROADS

15.1 Maintenance of the Streets. Annual General Assessments shall be collected for the purpose of maintenance of the Streets (referred to herein as "Street Maintenance Assessments") and shall be placed into a reserve fund maintained by the Association exclusively for that purpose (referred to herein as the "Street Maintenance Reserve Fund"). Subject to approval by the City of Brentwood, Tennessee (the "City"), the Board of Directors shall determine the future Resurfacing Cost (defined herein below) and shall amortize such amount over a fifteen (15) year term (each such term being referred to herein as a "Term") so that each year the total Street Maintenance Assessments shall be one fifteenth (1/15) of the total Resurfacing Cost. The Association, through its Board of Directors, shall calculate the Street Maintenance Assessments as follows:

a. The Board of Directors and the City shall, from time to time and as required by the City, agree in writing that additional Streets are completed pursuant to Developer's construction of the Development (referred to herein as "Completed Street"). In each year that the Board of Directors and the City agree that Street Maintenance Assessments should include an additional Completed Street, the Association shall calculate the Resurfacing Cost for each year of the Term. For example, if the Board of Directors and the City agree that there are an additional 20,000 square yards of Completed Street in 2018, such 20,000 square yards would be referred to as the "2018 Completed Street," and the Association shall impose the first (1st) of fifteen (15) annual Street Maintenance Assessments in the following calendar year 2019.

b. For each occasion on which the Association shall calculate the Resurfacing Cost for such additional Completed Streets and begin to collect the pro rata share of the Resurfacing Cost for each year of the Term, the Board of Directors and the City shall agree in writing upon (1) the current market cost per square yard for the roadway resurfacing (referred to herein as "Market Resurfacing Cost") and (2) the area in square yards of the Completed Street. Such Market Resurfacing Cost shall be valid throughout the Term.

c. The Board of Directors shall calculate what shall be referred to herein as the "Resurfacing Cost" for, each Completed Street by multiplying the area of each Completed Street by the Market Resurfacing Cost at the time of completion. If, for example, the Board of Directors and the City agreed that the area of the 2018 Completed Street is 12,500 square yards (the "2018 Completed Street") and that the Market Resurfacing Cost for the 2018 Completed Street is \$3.20 per square yard. The Resurfacing Cost for the 2018 Completed Streets equals \$40,000 (the \$3.20 per square yard Market Resurfacing Cost for the 2019 Completed Street multiplied by the 12,500 square yards of the 2018 Completed Street).

d. The Board of Directors shall divide the Resurfacing Cost for each Completed Street by fifteen (15) to arrive at the annual Street Maintenance Assessment for each Completed Street.

e. The total annual Street Maintenance Assessments shall be the sum of the annual Street Maintenance Assessments for each Completed Street. A worksheet attached hereto as Exhibit B and incorporated herein by reference is provided for the use of the Board of Directors to facilitate the annual calculation of the Street Maintenance Assessments.

f. **Right of Developer to Amend.** Until five (5) years from the date of recording this Declaration, the Developer reserves the right to amend this Declaration without the consent or joinder of the Owners or the Association.

ARTICLE 16 GENERAL PROVISIONS

16.1 Duration. This Declaration and the covenants, restrictions, changes, and liens set out herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, and every Owner of any part of the Community, including the Declarant and its legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said Declaration shall automatically be extended for successive periods of ten (10) years.

16.2 Termination and Modification.

(A) The Declarant shall have the sole right and power at all times to terminate or modify this Declaration with respect to any portion of the Property which the Declarant owns.

IN ADDITION, NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DECLARANT RESERVES THE RIGHT FOR A PERIOD OF FIVE (5) YEARS FROM THE DATE HEREOF TO UNILATERALLY AMEND THIS DECLARATION TO THE REQUIREMENTS OF ANY GOVERNMENTAL AGENCY, FEDERAL, STATE OR LOCAL, AND FOR THE REQUIREMENTS OF ANY MORTGAGE LENDER OR FOR ANY REASON THAT THE DECLARANT DEEMS ADVISABLE FOR THE ORDERLY DEVELOPMENT OF THE PROPERTY. IF THIS PROVISION EXPIRES AND THEREAFTER ADDITIONAL PROPERTY IS INCLUDED WITHIN THE COMMUNITY, THEN THIS PROVISION SHALL AUTOMATICALLY REVIVE ITSELF FOR A NEW FIVE (5) YEAR TERM PERTAINING TO THE ADDITIONAL PROPERTY.

(B) This Declaration, or any provision hereof, or any covenant, condition, restriction and reservation contained herein, may be terminated, extended, modified or amended, as to the whole of the Community or any portion thereof, with the written consent of two-thirds (2/3) of the total eligible votes of the membership of the Association voting together. Members may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose for such meeting; provided, however, that so long as the Declarant owns at least twenty percent (20%) of the property subject to this Declaration, no such termination, extension, modification or amendment shall be effective without the written approval of the Declarant. Any such termination, extension, modification or amendment shall become effective when a proper instrument in writing has been executed, acknowledged and recorded in the Register's Office of Williamson County, Tennessee.

16.3 **Waiver or Invalidation.** Any waiver or failure to enforce any provision of this Declaration in a particular situation shall not be deemed a waiver or abandonment of such provision as it may apply in any other situation or to the same or similar situation at any other location in the Community. Invalidation by Court adjudication of any provision of this Declaration shall not affect the validity of any other provision, and all other provisions thereof shall remain in full force and effect.

16.4 **Notices.** Any notice required or permitted herein shall be in writing and mailed, postage prepaid, by registered or certified mail, return receipt requested and shall be directed as follows:

- (A) if intended for a building site owner, to the address of the building site, if improved;
- (B) if the building lot is not improved, to the address set forth in the purchase contract;
- (C) if none of the foregoing, to the last known address of the Owner; and,
- (D) if intended for the Declarant, to the address as set forth herein.
- (E) if intended for a Representative Member, to the address on file with the Association.

16.5 **Constructive Notice and Acceptance.** Every person who now, or hereinafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained in the instrument by which such person acquired an interest in such Property.

16.6 Enforcement. Violation or breach of any covenant, condition or restriction herein contained shall give the Declarant and/or the Association and/or Owners and/or the Declarant, in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of this Declaration, and to prevent the violation or breach of any of them, and all of the expenses of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of this Declaration. Expenses of litigation shall include reasonable attorney's fees.

16.7 Fine. The Architectural Control Committee and/or Board of Directors of the Association shall have the right to impose a fine not to exceed Five Hundred Dollars (\$500.00) as adjusted annually by Consumer Price Index (or any substitute index) for any one violation of the covenants contained herein. Such a fine shall be in addition to the remedies set forth previously, and shall not restrain the aforementioned entities from taking any or all of the remedies and actions outlined in this Declaration. A violation which continues after the provision of written notice shall be treated as a continuous violation and shall result in a fine of an additional Two Hundred Fifty Dollars (\$250.00) (as may be adjusted or increased based upon increases in the Consumer Price Index on All Urban Consumers, All Items (1982-84=100) or similar index), per day until the violation ceases. Fines shall be attributable to each Property and shall be a personal obligation of the Owner and shall be secured by a lien on such Property at the time they become payable, pursuant to notice given by the Board of Directors by billing or otherwise (whether or not such notice is received by the Owner), and such lien shall also cover interest and any necessary collection expenses, including attorneys fees, provided, however, that such lien shall be subordinate to real estate taxes and any deed of trust or mortgage to secure a bona fide indebtedness recorded prior to the giving of such notice, or within ten (10) days after receipt of a written acknowledgement from the Association that no charges are outstanding against such Property.

The amounts of such fines as set forth above are as of 2018, and shall be adjusted annually thereafter by the increase in the Consumer Price Index.

16.8 Acceleration of Installments. Upon default in the payment of any one or more installments of any Assessment levied pursuant to this Declaration, the entire balance of said Assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full, fifteen (15) days after written notice of such default is given to the Member.

16.9 Exempt Property. All Properties dedicated to and accepted by a local public authority and the Common Area shall be exempt from the Assessments created herein except as otherwise specifically provided.

16.10 Liability of Declarant. The Declarant, Declarant and all members of the ACC and/or the Association Board of Directors are hereby expressly relieved of any liability to any Owner, and to any other party to the extent permitted by law, for any act of omission or commission in connection with performance of their functions as Declarant or such member, except for willful misconduct or act of bad faith.

16.11 Severability of Covenants, Conditions and Restrictions. Invalidity of any one or more of the covenants, conditions and restrictions or other provisions herein or hereafter set forth by any Judgment or Court Order shall in no way affect any of the other covenants, conditions and restrictions which shall remain in full force and effect.

16.12 Condemnation, Destruction or Termination of the Common Area. In the event of loss or damage to the Common Area as a result of condemnation, in whole or in part, or partial or total destruction, the Board of Directors of the Association shall represent the Association in any proceedings, negotiations, settlements or agreements. In representing the Owners, the Board of Directors of the Association shall serve as the attorney-in-fact for the Owners. Any proceeds from any settlement shall be payable to the Association for the benefit of the Owners.

16.13 Contract for Property Management. Declarant may retain the services of a professional management company to manage and maintain the Common Areas of the Property. Any such contract shall include a right of termination without cause which may be exercised by the Association at any time after the transfer of

control from Declarant. There shall be no penalty for the right of termination by the Association and advance notice of termination shall be required of no more than ninety (90) days.

16.14 Rights of Mortgage Holders, Insurers or Guarantors. The holder, insurer or guarantor of a mortgage on any lot in the Property shall have the right to timely written notice from the Association of the following:

(A) Any condemnation or casualty loss that affects either a material portion of the Property or the Lot securing its mortgage;

(B) Any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Property on which it holds the mortgage;

(C) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; or

(D) Any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

To be entitled to receive this information, the mortgage holder, insurer or guarantor must send a written request to the Association, stating both its name and address and the address of the Property on which it has or insures or guarantees the mortgage.

16.15 Rerecording of Plat. By the acceptance of a Warranty Deed conveying title to Property, the Owner thereof shall be deemed to consent to amendments or modifications of the Final Plan of the Planned Development for purpose of technical corrections, boundary line adjustments, etc. So long as any amendment or modification does not materially reduce the usability of any Owner's parcel, the Declarant may execute any amendment or modification of the Final Plan as an Owner's attorney in fact.

16.16 Insurance. The Association shall obtain and maintain at all times, to the extent obtainable, policies of insurance, written with financial responsible and able companies, licensed to do business in Tennessee, covering the risks of:

(A) Bodily injury and property damage liability insurance in such limits as the Board of Directors may from time to time determine; and

(B) Worker's compensation and employer's liability insurance and all other similar insurance with respect to employees, if any, and subcontractors of the Association in the amounts and in the forms now or hereafter required by law; and

(C) Fidelity coverage against dishonesty of employees or any other persons handling funds of the Association, destruction or disappearance of money or securities and forgery and endorsements thereto covering any persons who serve the Association without compensation; and

(D) Insurance against such other risks of a similar or dissimilar nature as the Board of Directors shall deem appropriate with respect to the Property, including insurance on any personal property of the Association located thereon, and Directors and Officers liability insurance with respect to the actions of the Board of Directors and officers of the Association. The types of coverage and limits of all insurance carried pursuant to these provisions or failure to carry adequate coverage shall not be subject to question or claim against the Association or its Board of Directors. Owners may carry other insurance for their benefit and at their expense, provided that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of such additional insurance carried by any Owner.

16.17 Construction by Declarant. Notwithstanding any provisions herein to the contrary, it shall be expressly permissible for the Declarant to maintain, during the sale of said Property, upon such portion of the Property as the Declarant deems necessary, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient, or incidental to the sale of said Property, including without limitation, storage areas, construction yard, signs, and sales office.

16.18 Discrimination. No action shall at any time be taken by Declarant or the Association or its Board of Directors which in any manner would unlawfully discriminate against any Member in favor of the other Members.

16.19 Rules. There shall be no violation of any rules which may from time to time be adopted by the association and/or promulgated among the Members of the Association. Such rules must be in writing. The Association is hereby authorized to adopt such rules and to enforce same by any enforcement provision hereof or as otherwise permitted by law.

16.20 Inspection. Declarant may from time to time at any reasonable hour or hours, enter and inspect any of the affected property to ascertain compliance with this Declaration.

16.21 Captions. The captions, section numbers and article numbers appearing in this Declaration are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles nor in any way modify or affect this Declaration.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed as required by law on this, the day and year first written above.

SDT, LLC, a Tennessee limited liability company


By: 

Title: Authorized Agent

STATE OF TENNESSEE
COUNTY OF Williamson

Personally appeared before me, a the undersigned Notary Public, Yvette Melorum, with whom I am personally acquainted and who acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the Authorized Agent of SDT, LLC, a Tennessee limited liability company, the Maker, and is authorized by SDT, LLC, a Tennessee limited liability company, which is authorized by the Maker to execute this instrument on behalf of the Maker.

WITNESS my hand and seal this 2nd day of March, 2018


Notary Public

My Commission expires:

5-30-21



EXHIBIT "A" to Declaration of Covenants, Conditions and Restrictions

Land in Williamson County, Tennessee, being Lot No. (s) 1 and 2 on the Plan of Final Plat of Alma Jones Morgan Subdivision of record in Plat Book P4, Page 70, in the Register's Office for Williamson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Affects Lot 1:

Being the same property conveyed to New Hope Community Church, Inc. by Warranty deed from Wilbur Sensing, Jr., Trustee of Enco Materials, Inc. Employee Pension Plan Trust of record in Book 2686, page 270, Register's Office for Williamson County, Tennessee, dated December 27, 2002 and recorded on January 10, 2003. (Value or consideration shown in aforementioned deed \$241,000.00.)

Being the same property conveyed to SDT, LLC, a Tennessee Limited Liability Company by Warranty deed from New Hope Community Church, Inc., a Tennessee Corporation of record in Book 6987, page 424, Register's Office for Williamson County, Tennessee, dated January 17, 2017 and recorded on January 19, 2017.

Being also known as 605 Wilson Pike Brentwood, Tennessee 37027.

Affects Lot 2:

Being the same property conveyed to Cornelia Mootz and Don D. Mootz, and successors, as Trustees of the Mootz Family Trust, dated March 13, 2007, and as Community Property by Quitclaim Deed from Don Mootz, of record in Book 4210, page 920, Register's Office for Williamson County, Tennessee, dated March 13, 2007 and recorded on March 19, 2007. (Value or consideration shown in aforementioned deed \$0.00.)

Being the same property conveyed to SDT, LLC by Warranty deed from Cornelia Mootz and Don D. Mootz, Trustees of the Mootz Family Trust of record in Book 6987, page 380, Register's Office for Williamson County, Tennessee, dated January 17, 2017 and recorded on January 19, 2017.

Marshall Place Subdivision Plat has been filed -

Being all the Lots depicted on the Final Plat of Marshall Place of record in Plat Book P68, Page 38, in the Register's Office for Williamson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

EXHIBIT "B" to Declaration of Covenants, Conditions and Restrictions**Calculation of Annual Street Maintenance Assessments for Marshall Place**

Year: _____

Year	Completed Streets in Sq. Yards (A)	Market Resurfacing Cost/Sq. Yard (B)	A x B = Resurfacing Cost (C)	C / 15 = Annual Street Maintenance Assessment (D) **
2019				
2020				
2021				
2022				
2023				
2024				

Total Street Maintenance Assessments: \$ _____

**The Sum of the rows in Column D will equal the total Street Maintenance Assessments for the current year.

eCopy Certification

I, Kristie Medrum, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

[Signature]
Signature

State of Tennessee
County of Williamson

Personally appeared before me, the undersigned, a notary public for this county and state, Kristie Medrum who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

[Signature]
Notary Signature

My Commission Expires 4-11-2020



BK/PG: 7307/847-876
18008013

30 PGS : RESTRICTIONS

JESSICA SWEENEY 531555 - 18008013

03/05/2018 - 12:00:27 PM

MORTGAGE TAX 0.00

TRANSFER TAX 0.00

RECORDING FEE 150.00

DP FEE 2.00

REGISTER'S FEE 0.00

TOTAL AMOUNT 152.00

STATE of TENNESSEE, WILLIAMSON COUNTY

SADIE WADE

REGISTER OF DEEDS

This Instrument Was Prepared by:
Law Office of Brad Scarbrough, PLC
5595 Franklin Road
Brentwood, Tennessee 37027

**AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS MARSHALL PLACE**

Pick Up

This Amendment to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS MARSHALL PLACE, (the "Amendment") is made this the 15th day of May, 2019, by SDT, LLC, a Tennessee limited liability company, (the "Declarant").

WHEREAS, Declarant entered into the Declaration of Covenants, Conditions and Restrictions Marshall Place dated March 2, 2018, as recorded March 5, 2018, of record as Instrument No. 18008013, Book 7307, Pages 847-876, Register's Office of Williamson County, Tennessee (the "Declaration"); and

WHEREAS, Declarant hereby amends the Declaration as follows:

NOW, THEREFORE, PREMISES CONSIDERED, the Declaration is hereby amended, as follows:

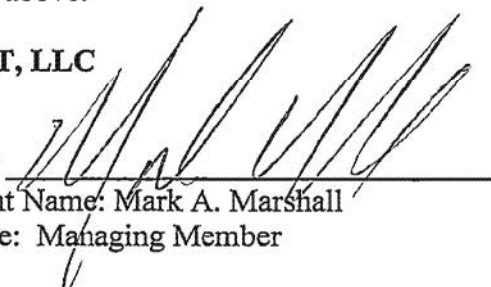
1. The first grammatical sentence of Article 8, Section 8.1 of the Declaration is amended to read as follows:

Except as otherwise provided in this Article, upon the first sale and transfer of title to any Lot in the Marshall Place Planned Community, the purchasing Owner shall pay a development fee in the amount of Seven Thousand, Five Hundred and No/100 Dollars (\$7,500.00), subject to annual increases (but no decreases) by the Declarant along with a Builder Bond in an amount, determined in the Declarant's sole, subjective discretion, of not less than Ten Thousand and No/100 Dollars (\$10,000.00) and not more than Fifty Thousand and No/100 Dollars (\$50,000.00).

2. Except as modified by this Amendment, the undersigned hereby ratifies the Declaration in full, as modified herein.

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

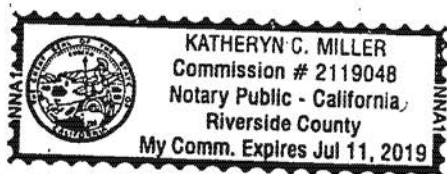
SDT, LLC

By: 
Print Name: Mark A. Marshall
Title: Managing Member

STATE OF CALIFORNIA)
 COUNTY OF RIVERSIDE)

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, Mark A. Marshall, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Managing Member of SDT, LLC, the within named bargainor, a Tennessee limited liability company, and he as such Managing Member being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such Managing Member.

WITNESS MY HAND and official seal at my office on this the 15 day of May, 2019.



Katheryn C. Miller
 Notary Public
 My Commission Expires: 7/11/19

BK: 7626 PG: 284-285
19017543

2 PGS:AL-RESTRICTIONS	
594448	
05/16/2019 - 12:09 PM	
BATCH	594448
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	12.00

STATE OF TENNESSEE, WILLIAMSON COUNTY
SHERRY ANDERSON
 REGISTER OF DEEDS

RECORDING STAMP
ON BACK PAGE

Pick Up

This Instrument Was Prepared by:
Law Office of Brad Scarbrough, PLC
5595 Franklin Road
Brentwood, Tennessee 37027

**SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS MARSHALL PLACE**

This Second Amendment to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS MARSHALL PLACE, (the "Second Amendment") is made this the 7th day of August, 2019, by **SDT, LLC**, a Tennessee limited liability company, (the "Declarant" or "Developer").

WHEREAS, Declarant entered into the Declaration of Covenants, Conditions and Restrictions Marshall Place dated March 2, 2018, as recorded March 5, 2018, of record as Instrument No. 18008013, Book 7307, Pages 847-876, Register's Office of Williamson County, Tennessee (the "Declaration"); and

WHEREAS, Declarant recorded an Amendment to Declaration of Covenants, Conditions and Restrictions Marshall Place dated May 15, 2019, on May 16, 2019, of record as Instrument No. 19017543, Book 7626, Pages 284-285, Register's Office of Williamson County, Tennessee (the "First Amendment"); and

WHEREAS, Declarant hereby amends the Declaration, as amended by the First Amendment, as follows:

NOW, THEREFORE, PREMISES CONSIDERED, the Declaration is hereby amended, as follows:

1. Article 7, Section 7.6 of the Declaration is amended to read as follows:

The annual assessments provided for herein shall commence as to all lots on the earlier of a) twelve (12) months from the date of the conveyance of the Lot by the Declarant to a third party or b) the issuance of a Certificate of Occupancy for the residence constructed on the Lot. Provided, however, that if Developer determines in its sole, subjective discretion that the construction of the residence on the Lot is at least 90% complete twelve (12) months from the date of the conveyance of the Lot by the Declarant, then the annual assessments provided for herein shall commence as to said Lot on the earlier of fifteen (15) months from the date of the conveyance of the Lot by the Declarant or the issuance of a Certificate of Occupancy for the residence constructed on the Lot. The first annual assessment for such Lot shall be adjusted according to the number of months remaining in the calendar year.

2. Article 8, Section 8.4 of the Declaration is amended to read as follows:

Developer shall have the right (but not the obligation) to repurchase any Lot at its original purchase price less any expenses and costs, including but not limited to closing costs, sales commissions and recording fees, incurred by Developer upon the sale and transfer of title to the Lot the Lot Owner, if Developer determines in its sole, subjective discretion that the Lot Owner has failed to act in good faith, has failed to conform to the terms of these Declaration of Covenants, Conditions and Restrictions, or markets any Lot with or without a residence in a manner economically disadvantageous to the Development. In addition, if a Lot Owner who purchases a Lot directly from Declarant decides not to build

a residence on a Lot, the Lot Owner shall give Developer written notice of such decision, and, upon receipt of such written notice, Developer shall have the right of first refusal on any offer to purchase the Lot and shall have 120 days from receipt of the written notice from the Lot Owner to exercise such right of first refusal and repurchase the Lot at its original purchase price less any expenses and costs, including but not limited to closing costs, sales commissions and recording fees, incurred by Developer upon the sale and transfer of title to the Lot the Lot Owner. A Lot Owner who purchases a Lot directly from Declarant shall either construct a residence on said Lot or otherwise provide Declarant the right of first refusal to repurchase said Lot as set forth herein.

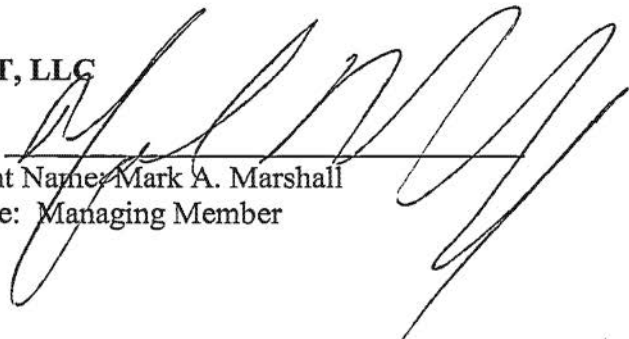
3. Article 9, Section 9.4(s) is amended by the addition of the following grammatical sentences:

If a swimming pool is permitted by the Architectural Committee as provided pursuant to this Section, the Lot Owner shall use TrueBlue Pools, LLC as the pool contractor. Notwithstanding the foregoing, a Lot Owner may use a different pool contractor but only on a case-by-case basis and in the sole discretion and expressly conditioned upon the prior approval of the Architectural Committee.

4. Except as modified by this Second Amendment, the undersigned hereby ratifies the Declaration, as amended by the First Amendment, in full, as modified herein.

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

SDT, LLC

By: 
 Print Name: Mark A. Marshall
 Title: Managing Member

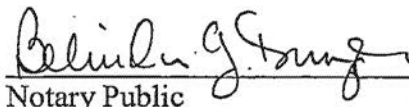
STATE OF Tennessee)
 COUNTY OF Davidson)

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, Mark A. Marshall, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Managing Member of SDT, LLC, the within named bargainor, a Tennessee limited liability company, and he as such Managing Member being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such Managing Member.

WITNESS MY HAND and official seal at my office on this the 7th day of August, 2019.



**MY COMMISSION EXPIRES:
JUNE 28, 2022**


 Notary Public
 My Commission Expires: 6/28/2022

BK: 7705 PG: 406-406

19031037

2 PGS:AL-RESTRICTIONS

609353

08/08/2019 - 12:52 PM

BATCH	609353
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	12.00

STATE OF TENNESSEE, WILLIAMSON COUNTY

SHERRY ANDERSON

REGISTER OF DEEDS

