

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR AVALON MASTER ASSOCIATION, INC.
(FORMALLY AVALON)**

This Declaration of Covenants, Conditions and Restrictions ("Declaration") is made effective the 15 day of December, 2009, by AVALON PARTNERS, LLC, a Tennessee limited liability company (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Exhibit A attached hereto and incorporated herein by reference ("Property") which Declarant desires to develop into several separate residential communities with separate homeowners associations, separate open spaces, separate common facilities and separate common areas for the benefit of said communities;

WHEREAS, Declarant desires to establish a method for the administration, maintenance, preservation, use and enjoyment of the main entrance to the Property;

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

WHEREAS, as part of the general plan of improvement of the Property, Declarant desires to create an Association (as defined herein) to maintain, repair and replace, if necessary, the main entrance to the Property;

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

NOW, THEREFORE, Declarant hereby declares that all of the Property described in Exhibit A shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions. Such easements, restrictions, covenants and conditions are for the purpose of protecting the value and desirability of the Property, and shall run with the real property submitted to this Declaration in perpetuity. They shall be binding on all parties having any right, title or interest in the described Property, or any part thereof, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner thereof. The Original Declaration and amended Declaration recorded with the Williamson County Register of Deeds on May 26, 2005 are hereby amended and restated in their entirety as follows:

ARTICLE I

Definitions

Section 1. "Assessments" shall mean assessments for Common Expenses provided for herein which shall be used for the limited purposes of maintaining, repairing and replacing, if necessary, the main entrance to, and other specifically designated portions of, the Property, all as may be specifically authorized from time to time by the Board of Directors and as more specifically authorized below. The term "Assessments" shall include, without limitation, General Assessments and Special Assessments.

Section 2. "Association" shall mean and refer to Avalon Master Association, Inc., a Tennessee nonprofit corporation, its successors and assigns.

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

Section 4. "Bylaws" shall mean the Bylaws of Avalon Master Association, Inc., attached hereto as Exhibit B and made a part hereof, and as may be amended from time to time.

Section 5. "Common Area" shall mean and refer to real property described in Exhibit C attached hereto, which real property shall constitute the main entrance to the Property, and any improvements thereon. Declarant shall convey the Common Area to the Association.

Section 6. "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association and maintaining the Common Area, including any reasonable reserves, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration and the Bylaws of the Association.

Section 7. "Community-Wide Standard" shall mean the standard of maintenance, conduct or other activity generally prevailing in the subdivision developed on the Property.

Section 8. "Final Plat" shall mean the a final plat of the Property in the real estate records of the Register's Office for Williamson County, Tennessee, at Plat Book _____, Page _____.

Section 9. "Member" shall mean and refer to each of the various homeowners associations which are: The Village of Avalon Homeowners Association, Inc.; The Hamlet of Avalon Homeowners Association, Inc.; The Tors of Avalon Homeowners Association, Inc.; and The Vale of Avalon Homeowners Association, Inc.

Section 10. "Person" shall mean a natural person, a corporation, a partnership, limited liability company, trust, trustee or other legal entity.

Section 11. "Property" shall mean and refer to the real property described in Exhibit A attached hereto.

Section 12. "Subsequent Amendment" shall mean an amendment to this Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations to the provisions of this Declaration. The term "Declaration" as used herein shall include this Declaration, together with any and all Subsequent Amendments.

ARTICLE II

Property Rights

Section 1. Common Area and Other Portions of the Property. Every owner of a portion of the Property shall have a right and easement of enjoyment in and to the Common Area, as well as any and all walking trails located upon the Property, 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. Such easements, restrictions, covenants and conditions are for the purpose of protecting the value and desirability of the Property, and shall run with the real property submitted to this Declaration in perpetuity. They shall be binding on all parties having any right, title or interest in the described Property, or any part thereof, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner thereof.

Section 2. Sidewalks and Walking Trails. Every owner shall have a right and easement of enjoyment in and to the sidewalks and walking trails, if any, located in the Common Area, 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 such Common Area to this Declaration. Any owner may delegate his other right of enjoyment to the members of his or her family, tenants and social invitees subject to reasonable regulation by the Board and in accordance with procedures the Board may adopt from time to time.

Section 3. Common Open Spaces.

- (a) Purposes - Common open space shall be used for amenity or recreational purposes
- (b) Uses - Common open space may be used for resource protection purposes, multiuse storm water facilities, passive or active recreational purposes, or for incidental utility uses. Open space areas shall not be occupied by non-recreational buildings, parking areas, streets, or street rights-of-way, nor shall it include the required minimum yards or lots of dwelling units.
- (c) Improvements - Common open space shall be suitably improved for its intended uses, but common open space containing natural features worthy of preservation shall be left undisturbed. The buildings, structures, and improvements which are permitted in the open space shall be appropriate to the uses which are authorized for common open space and shall conserve and enhance the amenities with regard to its topography and unimproved condition.
- (d) Maintenance - Common open space shall be maintained in reasonable order and condition, as determined by the codes director. In the event that common open space is not maintained in reasonable order and condition in accordance with the approved site plan, then the codes director may serve written notice of the deficiencies to the Master Association and each of its Member Associations of the development. If the deficiencies cited by the codes director have not been corrected within thirty (30) days after written notice, then he shall have the authority to correct the deficiencies. The cost of the correction shall be assessed jointly and severally against the Member homeowners associations .

ARTICLE III

Membership and Voting Rights

Section 1. Membership in the Association. The Declarant and each separate homeowners association (Village, Hamlet, Tors, and Vale) shall be a Member of the Association ("Member".)

Section 2. Class of Membership. The Association shall have one class of membership, the voting rights of which shall be set forth in the Bylaws.

ARTICLE IV

Maintenance

Section 1. Association's Responsibility. The Association shall maintain and keep in good repair the Common Area and such other portions of the Property as the Board of Directors of the Association shall contract to maintain. Such maintenance shall include, without limitation, maintaining, repairing and replacing, subject to any insurance then in effect, all sidewalks, walking trails, trees, landscaping and other flora, structures, streets, security gates, alleys, irrigation system, storm water control and any other improvements situated upon the Common Area.

ARTICLE V

Insurance and Casualty Losses

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

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

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

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association. Such insurance shall be governed by the provisions hereinafter set forth:

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

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

(c) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified

persons, at least one of whom must be in the real estate industry and familiar with construction in the Franklin, Williamson County, Tennessee, area.

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

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

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

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

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

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

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

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

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

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Area or, in the event no repair or construction is made, shall be retained by and for the benefit of the Association and placed in a capital improvements account.

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

Section 3. Damage or Destruction.

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

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

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

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

ARTICLE VI

No Partition

There shall be no physical partition of the Common Area or any part thereof. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property, which may or may not be subject to this Declaration.

ARTICLE VII

Condemnation

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

ARTICLE VIII

Rights and Obligations of the Association

In addition to the powers delegated to the Association by its Charter, the Association shall have the obligation to perform each of the following duties related to the Common Area:

Section 1. Operation and Maintenance of Common Area. To operate, maintain and otherwise manage or provide for the operation, maintenance and management of the Common Area, together with all easements for operation and maintenance purposes and for the benefit of the Association or its Members over and within the Common Area; to keep all improvements, if any, of whatever purpose from time to time located on the Common Area in good order, condition and repair. Said maintenance shall include, but not be limited to, the maintenance obligations set forth in Article IV, Section 1. Any other provision of this Declaration or the Bylaws notwithstanding, the Association always shall maintain lien-free title to the Common Area, excepting only a lien for current taxes not yet due and payable.

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

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

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

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

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

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

Section 8. Restrictions on Sale/Dissolution. The Association shall not be dissolved, nor shall it dispose of any common open spaces or facilities, by sale or otherwise, except to an organization conceived and established to own and maintain the common open space and facilities. Conditions of any such transfer shall continue to conform to the approved site plan.

ARTICLE IX

Assessments

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

Section 2. Assessment Obligation. Each Member is deemed to covenant and agree to pay all Assessments levied by the Association pursuant to this Declaration. A budget for the first year of the Association, including contemplated General Assessments, Special Assessments (as defined below) and a breakdown thereof, is attached hereto as Exhibit D (the 'Base Budget'). Each Member shall be subject to the Assessments set forth in the Base Budget when a certificate of occupancy is obtained on the first Unit lot. The Base Budget year for the Association shall commence January 1, 2006.

All Assessments, together with interest at the highest rate allowable under the laws of Tennessee from time to time relating to usury for residential real estate loans (or if no such rate is

established, 16% per annum) ("Interest"), costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Real property owned by the Member against which each Assessment is made.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board. The manner of payment fixed by the Board may include, without limitation, acceleration of the Assessment levied on a particular Member on account of delinquent payment of such Assessment or monthly installment thereof. Unless the Board otherwise provides, Annual Assessments shall be paid in monthly installments. In the event a Member does not pay Assessments in such manner and on such dates fixed by the Board, the Board has the power to lien for collection of said Assessments. The entire Assessment shall be a lien upon the Member from the date that the lien is filed in the Register's Office of Williamson County until such date as the Assessment is paid in full.

Assessments cannot be increased more than 25% per annum without a two-thirds majority vote of the Members of the Association.

Section 3. Computation of Annual Assessment. It shall be the duty of the Board, at least 60 days before the beginning of the fiscal year and 30 days prior to the meeting at which the budget shall be presented to the Members, to prepare a budget covering the estimated costs of operating the Association during the coming year (the "Operating Budget"). The Operating Budget shall include a capital contribution establishing a reserve fund in accordance with a Capital Budget separately prepared, as more particularly described in Article IX, Section 6, below. The Board shall set Assessments based on the Operating Budget and the Capital Budget, provided that the Board may not increase Assessments more than 25% per annum except as set forth in Article IX, Section 2. The Board shall cause a copy of the Operating Budget, and the amount of each General Assessment to be levied against each Member for the following year, to be delivered to each Member at least ten days prior to the meeting. The Operating Budget, together with the Capital Budget and the General Assessments (collectively, the "Budget"), shall become effective unless disapproved at the meeting by a majority vote of the total Association membership.

The Annual Assessment will be allocated to the members on a pro-rata basis based on the number of residential units collectively comprising each Member.

Notwithstanding the foregoing, however, in the event the Members disapprove the proposed Budget or the Board fails for any reason to determine the Budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the Budget in effect for the then current year shall continue for the succeeding year.

Section 4. Special Assessments. In addition to the General Assessments authorized above, the Board may levy, during any calendar year, but in no event prior to the first annual meeting of the Members, special assessments, applicable only to that year, to be used solely to defray in whole or in part, the cost of any construction, reconstruction or unexpected repair or replacement of a capital improvement on the Common Area, including the necessary fixtures and personal property related thereto ("Special Assessments"). The Board may levy a Special Assessment against all Members for such expenses determined by the Board to benefit the Association and/or the Members as a whole, and may levy a Special Assessment against particular portions of the Common Area for such expenses as may be determined by the Board to benefit less than the Association as a whole. A Special Assessment must be approved by vote or written consent of (a) 67% of the Member Associations at a meeting called for such purpose at which a quorum is present; or (b) 67% of the Member's home owners directly affected or benefited by the Special

Assessment, in the opinion of the Board, if less than all of the Members are benefited.

Special Assessments will be allocated to the members on a pro-rata basis based on the number of residential units collectively comprising each Member.

Section 5. Capital Budget and Contribution. As noted in Article IX, Section 3, above, the Board of Directors shall annually prepare a Capital Budget that shall take into account the number and nature of replaceable assets, the expected life of each asset and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the Capital Budget, with respect both to amount and timing by Assessments over the period of the Budget. The capital contribution required shall be fixed by the Board and included within the Operating Budget and Assessment, as provided in Section 3 of this Article.

Section 6. Start-up Assessment. Each Member shall pay to the Association a start-up assessment fee equal to one month's Assessment to provide the Association with initial working capital ("Start-up Assessment"). This one time Start-up Assessment shall be in addition to the regular Assessments provided for above.

Section 7. Changing Needs. The Association shall be able to adjust assessments in order to meeting changing needs.

ARTICLE X

Use Restrictions

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

(a) Entrance Use. Except as otherwise provided in this Declaration, the Common Area shall be used as the main entrance to the Property and for no other purposes.

(b) Association to Landscape Common Area. Except as otherwise provided herein, the Association shall have the right and the obligation at any time to plant, replace, maintain and cultivate shrubs, trees, grass, plantings and other landscaping upon the Common Area. No Member shall remove, alter or injure in any way any shrubs, trees, grass, plants or other landscaping placed upon or about the Common Area.

(c) Signs and Billboards. No sign or billboard of any kind shall be displayed to the public view on any portion of the Common Area, except for: (1) directional or informational signs, established by Declarant or the Association; and (2) signs used by Declarant, or by its successors or assigns, to advertise the Property.

(d) Quiet Enjoyment. No noxious, offensive or illegal activity shall be carried on, in or upon any part of the Common Area, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood, that shall interfere in any way with each Member's quiet enjoyment of its respective real property, or that shall increase the rate of insurance in any way.

(e) Temporary Structures. No structure of a temporary character, or other out-building shall be used on the Common Area at any time as a residence or otherwise, either temporarily or permanently. Declarant or its agents shall have the right to conduct any business necessary for

the sale of the Property. In furtherance thereof Declarant shall have an easement over all of the Common Area for ingress, egress and parking for itself, its agents, employees and prospective buyers of the Property for so long as Declarant or any subsidiary or affiliated company owns any interest in the Property.

(f) Vehicles. No truck, trailer, camper, boat, van or similar equipment or disabled car shall be permitted to remain upon or within the Common Area unless on space designated for such use by the Association. No such equipment may be stored or permitted to remain upon or within any portion of the Common Area for more than 48 hours.

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

Section 2. Additional Restrictions. The Board of Directors shall be entitled to invoke additional rules and regulations from time to time for the operation, use and maintenance of the Common Area, provided such rules and regulations are not inconsistent with this Declaration.

ARTICLE XII

General Provisions

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

Section 2. Amendment. At any time and from time to time, until the first annual meeting of the membership of the Association. Declarant may amend this Declaration, without joinder of any Member, Thereafter or in the event Declarant does not own any of the Property, this Declaration may be amended by a 75% affirmative vote. Any amendment shall not become effective until recorded in the Register's Office of Williamson County, Tennessee. No amendment may remove, revoke or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

Section 3. Indemnification. The Association shall indemnify its officers and directors against any and all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other controversy or proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party, or may become involved, by reason of being or having been an officer or director of the Association. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be

members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 4. Delegation of Use. Any Member may delegate, in accordance with the Bylaws of the Association, its right of enjoyment to the Common Area and facilities to its members, subject to such rules and regulations as the Board of Directors may adopt.

Section 5. Easements for Utilities, Etc.

(a) There are hereby reserved to the Declarant and granted to the Association blanket easements upon, across, over and under all of the Property for ingress, egress, installation, replacing, repairing and maintaining security and similar systems, irrigation systems, walkways and all utilities, including, but not limited to, water, sewers, telephones, gas and electricity. The Board shall, upon written request, grant such easements as may be reasonably necessary for the development, maintenance or alteration of any portion of the Property.

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

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

(d) Each of the easements provided for in this Declaration shall be deemed established upon the recordation of this Declaration and thenceforth shall be deemed covenants running with the land for the use and benefit of the Property and the Common Area, as the case may be, superior to all other encumbrances applied against or in favor of any portion of the Property.

Section 6. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect. Each covenant and restriction shall be enforced to the fullest extent permitted by law.

Section 7. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XIII

Regulation by the City of Franklin, Tennessee

Each Member hereby agrees that the City of Franklin, Tennessee, is authorized and empowered to require the Association and each Member, jointly and/or severally, to provide for