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FIRST SUPPLEMENTARY DECLARATION TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CEDARMONT VALLEY HOMEOWNERS' ASSOCIATION, INC.

This First Supplementary Declaration to Declaration of Covenants, Conditions and Restrictions for Cedarmont Valley Homeowners' Association, Inc. ("Amendment") is made and entered into as of this 3Q day of October, 1997.

WITNESSETH:

WHEREAS, The Frankland Corporation, a Tennessee corporation, ("Developer"), has previously submitted certain property to the Declaration of Covenants, Conditions and Restrictions for Cedarmont Valley Homeowners' Association of record in Book 1303, page 722, Register's Office for Williamson County, Tennessee (the "Declaration"); and

WHEREAS, pursuant to Article VIII, Section 3 of the Declaration, the Declaration may be amended by the Developer in accordance with the provisions thereof; and

WHEREAS, Developer has determined that it was in the best interest of Cedarmont Valley Homeowners' Association, Inc. to amend the Declaration;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration receipt and sufficiency of which are hereby acknowledged, The Frankland Corporation, being empowered so to do hereby amends the Declaration as follows:

1. Amendment No. 1. The entire Declaration is amended in its entirety and replaced as follows:

THIS DECLARATION OF RESTRICTIVE COVENANTS (the "Declaration"), made, published, and declared this) day of October, 1997, by and between THE FRANKLAND CORPORATION, a Tennessee corporation (the "Developer"), and any and all persons, firms, or corporations presently owning or hereafter acquiring any of the within described property;

WITNESSETH:

WHEREAS, Developer is the owner of certain real property in Williamson County, Tennessee, known as CEDARMONT VALLEY ESTATES,

Phase I, which is shown on the Plat of record in Book 10, page 84, in the Register's Office for Williamson County, Tennessee (the "Plat"), and being the first construction phase of a residential subdivision within Williamson County, Tennessee (hereinafter referred to as the "Subdivision"), a preliminary plan for which is on file in the office of the Planning Commission for Williamson County:

WHEREAS, it is to the benefit, interest, and advantage of Developer and of each and every person or other entity hereafter acquiring any of the within described property that certain covenants, conditions, restrictions, assessments, and liens governing and regulating the use and occupancy of such property be established, fixed, and set forth and declared to be covenants running with the land;

WHEREAS, the Developer, now desires to supersede any restrictions that may presently exist with respect to the property described herein and to establish restrictions applicable to such property in accordance with the terms of this Declaration;

NOW, THEREFORE, in consideration of the premises, Developer, with any and all persons, firms, corporations, or other entities hereafter acquiring all or any of the property hereinafter described (the "Property"), that any previous restrictions, recorded or unrecorded shall be of no further force or effect and that the Property shall be hereinafter subjected to the following restrictions, covenants, conditions, assessments, and liens (collectively, the "Restrictions") relating to the use and occupancy thereof and relating to the use, occupancy, and maintenance of such portions of the same as at present or in the future shall be designated as common areas, said Restrictions to be construed as covenants running with the land which shall be binding on all parties having or acquiring any right, title, or interest in or to the Property or any part thereof and which shall inure to the benefit of each owner thereof.

ARTICLE 1 DEFINITIONS

The following words, when used in this Declaration or any amendment or supplement hereto, shall, unless the context shall clearly require to the contrary, have the following meanings:

1.1 "Additional Phases" shall mean the additional acreage that may be added to the development in one or more Phases at the sole discretion of the Developer, containing up to a total of 100 Lots, together with the Common Areas as shown on the Plat amendment(s) to be filed in connection therewith.

1.2 "Association" shall mean and refer to CEDARMONT VALLEY HOMEOWNERS' ASSOCIATION, INC., a not-for-profit corporation organized and existing under the laws of the State of Tennessee, its successors and assigns.

1.3 "CEDARMONT VALLEY ESTATES" shall mean and refer to that certain residential community known as CEDARMONT VALLEY ESTATES, which is being developed on real property now owned by Developer in Williamson County, Tennessee, together with such additions thereto as may from time to time be designated by Developer whether or not such additions are contiguous with or adjoining the boundary lines of CEDARMONT VALLEY ESTATES, Phase I, as shown on the Plat.

1.4 "Common Area" or "Common Areas" shall mean and refer to any and all real property owned by the Association, and such other property to which the Association may hold legal title, whether in fee or for a term of years, for the non-exclusive use, benefit, and enjoyment of the members of the Association, subject to the provisions hereof, and such other property as shall become the responsibility of the Association, through easements or otherwise.

Including any recreational areas, which may be constructed initially by the Developer or thereafter by the Association. Common Areas with respect to the properties made subject to this Declaration, whether at the time of filing of this Declaration or subsequently by Supplementary Declaration(s) shall be shown on the Plat (B) of CEDARMONT VALLEY ESTATES and designated thereon as "Common Areas" or "Open Space" or such comparable designation.

1.5 "Detached Homes" shall mean those homes that are free-standing and which shall be constructed in certain areas of the Properties as shown on the Plat (s).

1.6 "Declaration" shall mean and refer to this Declaration of Restrictions applicable to the Properties that is to be recorded in the Office of the Register of Deeds for Williamson County, Tennessee and any Supplementary Declarations upon the creation of Additional Phases.

1.7 "Developer" shall mean and refer to THE FRANKLAND CORPORATION, a Tennessee corporation having a principal place of business in Franklin, Tennessee, its successors and assigns.

1.8 "Lot" shall mean and refer to any plot of land to be used for single-family residential purposes and so designated as a Lot upon the Plat.

1.9 "Member" shall mean and refer to any person who shall be an Owner and, as such, shall be a member of the Association.

1.10 "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of the fee interest in any Lot or portion of a Lot, excluding, however, those parties having such interest merely as security for the performance of an obligation.

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

1.12 "Person" shall mean and refer to a natural person, as well as a corporation, partnership, firm, association, trust, or other legal entity.

1.13 "Phase I" shall mean and refer to the initial Properties subject to the Declaration, which contains up to a total of 24 Lots as shown on the Plat, and the Common Areas.

1.14 "Plat" shall mean and refer to the Plat of Phase I, of record in Book 10, page 84, Register's Office for Williamson County, Tennessee, together with any amendments and supplements thereto recorded upon the creation of Additional Phases or upon the commencement of construction of additional sections within a previously submitted phase.

1.15 "Properties" shall mean and refer to any and all of that certain real property now or which may hereafter be brought within that certain residential subdivision being developed by Developer in Williamson County, Tennessee, which subdivision is and shall be commonly known as CEDARMONT VALLEY ESTATES.

1.16 "Successor Developer" shall mean and refer to any person (including any affiliate of the original owners) who shall acquire the right to construct Additional Phases on all or any portion of Tract II (as defined herein) adjacent to CEDARMONT VALLEY ESTATES and able to be included in the general development plan of CEDARMONT VALLEY ESTATES.

1.17 "Supplementary Declaration(s)" shall mean the one or more supplementary declarations that may be recorded from time to time to create Additional Phases or to or to amend this Declaration as expressly permitted hereunder.

ARTICLE 2 PROPERTIES SUBJECT TO THIS DECLARATION

2.1 Initial Properties Subject to Declaration. The property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Williamson County, Tennessee, and is more particularly described and shown on Exhibit "A" attached hereto and made a part hereof by this reference. CEDARMONT VALLEY ESTATES is to be built in two or more Phases, each of which may comprise a number of section for construction purposes (a "Construction Section"). Construction of Phase I, consisting of up to a total of twenty three (23) Lots is completed. All of the real property shown on Exhibit "A" and designated as Tract I shall be submitted to these Restrictions:

2.2 Additional Phases. Without further assent or permit, Developer and any Successor Developer hereby reserves the right, exercisable from time to time but not later than ten (10) years after the date hereof, or the date of any Supplementary Declaration hereto, to subject all or part of other, contiguous real property to the restrictions set forth herein, in one or more Additional Phases, in order to extend the scheme of this Declaration to such property to be developed as part of CEDARMONT VALLEY ESTATES and thereby to bring such additional contiguous Properties within the jurisdiction of the Association.

2.3 Supplementary Declarations. The additions herein authorized shall be made by filing of record one or more Supplementary Declarations in respect to the creation of Additional Phases or the addition of other Properties to be then subject to this Declaration and which shall extend the jurisdiction of the Association to such property and thereby subject such addition to assessment for its just share of the Association's expenses and shall also require the filing of such additional plats as are required for such sections in the Register's Office for Williamson County, Tennessee. Each Supplementary Declaration must subject the added property or additional Lots to the covenants, conditions and restrictions contained herein.

2.4 Consent to Rezoning. Every Owner shall be deemed to have consented to any rezoning of Tract II that may be necessary to the development of such property as part of CEDARMONT VALLEY ESTATES. Owners of any Lots in the additional property shall succeed to all of the rights and obligations of membership in the Association.

2.5 Extension of Development Rights to Adjacent Property. The Developer and any Successor Developer shall have the rights described in this Article II, exercisable without approval of the Association or any other person or entity. The Developer or such Successor Developer shall have the voting rights as specified hereinafter with respect to any added Lots, subject to the original limitations as to duration of weighted voting.

2.6 Construction Sections. The Developer may submit more unimproved property than is immediately anticipated to be used or improved to the terms and conditions of these restrictions, in order to insure and demonstrate its intentions with respect to such property and to assure that such property will be developed subject to the covenants and restrictions contained in this Declaration and such land shall initially constitute one Lot. No additional "Lots" shall be deemed to have been created on such property until such time as the final plat approving such construction section has been approved and recorded in the Register's Office for Williamson County, Tennessee. At such time as the final plat is recorded, all Lots depicted thereon, and Common Areas shown thereon, shall be owned and used in accordance with the terms of this Declaration. Each such Lot shall then be responsible for its pro rata share of the expenses of the Association and shall be entitled to the benefits of ownership set forth herein.

2.7 Association Rights. The Association may not assert as a reason to object to the new development plan the fact that existing Association facilities will be additionally burdened by the property to be added by the new development or that the type of home or size of Lot in any future construction differs from that of the initial construction of Phase I, or any subsequent Construction Section, it being acknowledged that the developer intends to construct a wide variety of homes in terms of style, size and prices within CEDARMONT VALLEY ESTATES. The Developer reserves the right to modify any preliminary plan to reconfigure Lots, create additional amenities, areas or Common Areas, prior to the sale of any Lot in an additional Construction Section and thereafter within a Construction Section with the consent of the Owners of that Section only.

ARTICLE 3 ARCHITECTURAL, MAINTENANCE, AND USE RESTRICTIONS

3.1 Single-Family Residential Construction. No building or other structure shall be erected, altered or permitted to remain on any Lot other than one (1) single-family residential dwelling not to exceed two and one-half (2 1/2) stories in height from the front. Each residence constructed in Cedarmon Valley Estates shall contain at least 2600 square feet of living area for a one-story residence and at least 2800 square feet of living area for a two-story residence with a two-car, side- or rear-entry attached garage. For this purpose, the term "living area" shall exclude basements, garages, porches, breezeways, terraces, balconies, decks and similar appurtenances. All homes shall have full masonry or poured concrete foundations, with no exposed block, concrete or plastic foundations exposed to the exterior above grade level and all buildings or structures of any lot shall be constructed of at least 80% brick, dryvit or stucco to grade level.

3.2 Approval of Plans.

(a) No construction, reconstruction, remodeling, alteration, or addition of or to any structure, building, fence, wall, drive, or improvement of any nature shall be constructed without obtaining prior written approval of Developer as to the location, plans, and specifications therefor. As a prerequisite to consideration for approval, and prior to the commencement of the contemplated work, two (2) complete sets of building plans and specifications shall be submitted. Developer shall be the sole arbiter of such plans and may withhold its approval for any reasons, including purely aesthetic reasons. It is expressly acknowledged that construction undertaken by Developer shall be conclusively deemed to comply with the foregoing. Upon giving approval, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans. Any plans submitted for approval shall be deemed to have been disapproved for the purposes hereof in the event of either (i) written notice of disapproval from Developer or the Association or (ii) failure by Developer or the Association to respond to the request for variance.

(b) At such time as Developer divests itself of all Lots within the development, the right of approval of plans for further construction, reconstruction, remodeling, alterations, and additions shall thereafter vest exclusively in the Association and in its Board of Directors, or such committees of the Association as shall be appointed by its Board of Directors.

(c) Developer, the Association and the individual members thereof shall not be liable for any act or omission in performing or purporting to perform the functions delegated hereunder. Approval or disapproval by Developer or the Association shall not be deemed to constitute any warranty or representation by it including, without limitation, any warranty or representation as to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes, and regulations.

Anything contained in this paragraph 3.2, or elsewhere in this Declaration to the contrary notwithstanding, Developer and the Association are hereby authorized and empowered, at their sole and absolute discretion, to make and permit reasonable modifications or deviations from any of the requirements of this Declaration relating to the type, kind, quantity or quality of the building materials to be used in the construction of any building or improvement on any Lot and of the size and location of any such building or improvement when, in their sole and final judgment, such modifications and deviations in such improvements will be in harmony with existing structures and will not materially detract from the aesthetic appearance of the Properties and the improvements as a whole; provided, however, such modifications and deviations must remain within all applicable ordinances and regulations established by Williamson County Commission.

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

3.3 Structural Compliance. All structures shall be built in substantial compliance with the plans and specifications therefor, approved by Developer or the Association as provided in paragraph 3.2 above.

3.4 Improvement and Setback Restrictions.

(a) No building or structure shall be located on any Lot nearer to the front line, the rear line, or any side line than the minimum building setback lines required by Williamson County, Tennessee and as may be shown on the recorded plans. ON encroachment upon any utility easements reserved on the Plat shall be authorized or permitted.

3.5 Re-subdivision of Lots. No Lot shall be re-subdivided, nor shall any building be erected or placed on any such re-subdivided Lot, unless such re-subdivision is approved by the Association, as well as any governmental authority having jurisdiction. Developer, however, shall have the right, but not the obligation, to re-subdivide into Lots, by recorded plat or in any other lawful manner, all or any part of the Properties contained within the outer boundaries of the Plat, and such Lots, as re-platted, shall be subject to this Declaration as if such Lots

were originally included herein. Any such re-plat must comply with pertinent re-platting ordinances, statutes, regulations and requirements.

3.6 Walls, Fences and Hedges. No wall or fence shall be erected or maintained nearer to the front lot line than the front building line on such Lot, nor on corner lots nearer to the side Lot line than the building setback line parallel to the side street. No side or rear fence, wall or hedge shall be more than six (6) feet in height. Any wall, fence or hedge erected on a Lot shall be maintained by the Owner thereof. All fencing shall be constructed only of such materials and erected only on such Lots and in such a manner as shall be approved by the Association. No fence shall be constructed or maintained between the front building or setback line and the street; provided, however, the planting of hedges, shrubbery or evergreens in lieu of a fence, and extending to the front along the boundaries between Lots is permitted, provided such planting shall not be maintained at a height in excess of forty-two (42) inches.

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

3.8 Swimming Pools. Swimming pools shall be allowed only on Lots approved by the Association and shall be located at the rear of the residence. All swimming pools shall have a perimeter enclosure, the plans for which, including landscaping plans, must be approved by the Association.

3.9 Storage Tanks and Refuse Disposal. No exposed above-ground tanks or receptacles shall be permitted for the storage of fuel, water, or any other substance, except for refuse produced through normal daily living and of a nature which is satisfactory for pick-up by the Department of Public Works or its equivalent. Incinerators for garbage, trash, or other refuse shall not be used or permitted to be erected or placed on any Lot. Except for central air conditioning or central heating units, all equipment, and garbage cans shall be concealed from the view of neighboring lots, roads, streets, and open areas.

3.10 Clothes Lines. Outside clothes lines shall not be permitted.

3.11 Driveways and headwalls. Driveways shall be concrete or aggregate concrete finish. Headwalls for driveways shall be a minimum of eight feet (8') in length, twelve inches (12") in depth and eighteen inches (18") in height and shall have the same exterior finish (e.g. dryvit, brick, stucco, etc.) as the residence.

3.12 Signs and Advertisements. No sign, advertisement, billboard or advertising structure of any kind shall be erected upon or displayed or otherwise exposed to view on any Lot or any improvement thereon without the prior written consent of the Association; provided that this requirement shall not preclude the installation by Developer of signs identifying the entire residential development and provided further that this requirement shall not preclude the placement by Owners of "For Sale" signs in the front of individual residences of such size, character, and number as shall from time to time be approved by the Association. The Association shall have the right to remove any such unapproved sign, advertisement, billboard or structure that is placed on said Lots, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

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3.13 Temporary Structures. Unless

approved by the Association, no structure of a temporary character such as, but not limited to, a mobile home, motor home, camper, trailer, etc., may be set up and/or used as a temporary residence on any Lot. No structure of any kind except a dwelling house may be occupied as a residence, and the outside of any house so occupied must be completed, including landscaping, before occupancy. Other structures of a permanent or semi-permanent nature may be approved from time to time in accordance with the provisions of this Article 3. Temporary structures may be used as construction or sales offices and for related purposes during the construction period by the Developer or its assigns.

3.14 Storage of Automobiles, Boats, Trailers and Other Vehicles. All recreational vehicles (including, but not limited to, campers, boats, boat trailers, other types of trailers, etc.) and inoperative and/or unlicensed vehicles must be stored in the garage. No tractor trailers, buses, motor homes or large commercial vehicles may be parked on driveways or on the streets within the properties except for those that are making normal deliveries/pickups (UPS, moving van, etc.). The foregoing shall not apply to reasonable storage of construction vehicles and supplies relating to construction of structures permitted under this Declaration.

3.15 Maximum Height of Antennae. Each Owner shall be entitled to install and erect television antennae of a reasonable size and/or digital satellite dishes with a diameter of less than twenty (20) inches, provided such are installed and erected in locations toward the rear of the Lot so as not to be visible from the street (unless such location would preclude reception of a signal of acceptable quality) and in a manner so as to be as reasonably unobtrusive as possible. All other devices for the reception of broadcast signals that are visible from the street or any other Lot are prohibited, except upon express waiver by the Association. Television antennae must be located to the rear of the roof ridge line, cable or center line of the principal dwelling. Freestanding antennae must be attached to and located behind the rear wall of the main residential structure. No antenna shall be erected on a wooden pole. Plans for the installation of any satellite dish or of any antenna that exceeds six (6) feet in height must be submitted to the Architectural Review Committee for approval in accordance with Section 3.2 above prior to installation or erection.

3.16 Window Units. All supplements to the central air conditioning system must be used, erected, placed or maintained to the rear of the main residential structure. No window or wall type air conditioning units shall be permitted to be seen from the street view of any Lot.

3.17 Recreational Equipment. All playground and recreational equipment must be used, erected, placed or maintained to the rear of all Lots, except that any Owner may erect a portable basketball goal on the driveway of his lot.

3.18 Maintenance. ^{improved area} All Lots, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by their respective Owners or Occupants. Such maintenance shall include, but not be limited to, painting, repairing, replacing, and caring for roofs, gutters, downspouts, building surfaces, patios, walkways, driveways, and other exterior improvements. The Owner or Occupant of each Lot shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and all trees and shrubbery pruned and cut. No Lot shall be used for storage of material and equipment, except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation of garbage, trash or rubbish of any kind and the burning (except as permitted by law) of any such materials is prohibited. In the ^{portable or permanent}

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

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

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

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

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

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

3.20 Use of Premises. Each Lot shown on the Plat shall be used only for private, single-family residential purposes and not otherwise. Notwithstanding the foregoing, Developer may maintain, as long as it owns property in or upon such portion of the Properties as Developer may determine, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation, offices, storage areas, model units and signs, and Developer may use, and permit builders (who are at the relevant time building and selling houses in the development) to use, residential structures, garages or accessory buildings for sales offices and display purposes, but all rights of Developer and of