

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE ESTATES OF BONBROOK
PHASE ONE

THIS DECLARATION, made on the date hereinafter set forth by CK DEVELOPMENT, L.L.C., a Tennessee limited liability company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Williamson, State of Tennessee, which is more particularly described as:

All that property shown on the Plat of The Estates of BonBrook, Phase One, as of record in Plat Book S , page I cj , Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description. Being the same property conveyed to CK Development, L.L.C., by Special Warranty Deed from Robert M. Holland, Jr., Trustee, of record at Book 1563, page 518, Register's Office for Williamson County, Tennessee. NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to BONBROOK HOMEOWNERS ASSOCIATION, a Tennessee not-for-profit corporation, its successors and assigns.

Section 2. "Bylaws" shall mean the Bylaws of the Association more particularly set forth as Exhibit B attached hereto.

Section 3. "Common Area" shall mean and refer to the areas now or hereafter designated as Common Area or Common Areas on any Plat of sections of The Estates of BonBrook, as herein defined, or which are conveyed or deeded to the Association for the purpose of serving as Common Areas.

Section 4. "Declarant" shall mean and refer to CK Development, L.L.C., a Tennessee limited liability company, and any party designated by CK Development, L.L.C., as having some or all of the rights of Declarant.

Section 5. "Declaration" shall mean and refer to this instrument, as it may be amended and supplemented from time to time in the manner set forth herein.

Section 6. "Lot" shall mean and refer to any plot of land or building site shown upon any recorded subdivision map of the Properties.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Plat" shall mean and refer collectively to the Plat of The Estates of BonBrook, Phase One, of record as aforesaid, and plats of additional phases and sections of The Estates of BonBrook as may hereinafter be brought within this Declaration.

Section 9. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additional sections of The Estates of BonBrook as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II ANNEXATION OF ADDITIONAL PROPERTY

Additional lands may become subject to this Declaration in any of the following manners:

1. Additions in Accordance with a General Plan of Development. As the Owner thereof or if not the Owner, with the consent of the Owner; Declarant shall have the unilateral right, privilege and option from time to time and at any time until twenty (20) years from the date of this Declaration, to subject to the provisions of this Declaration all or any portion of the property described in the attached Exhibit A by filing in the Office of the Register for Williamson County, Tennessee an amendment annexing such real property. The property described on the attached Exhibit A contains the property now platted as Phase One, The Estates of BonBrook, described as aforesaid, and the remaining property now contemplated to be platted into additional phases and sections of The Estates of BonBrook to be annexed into the provisions of this Declaration. Any such annexation shall be effective upon the filing for record of such amendment unless otherwise provided in the amendment. Declarant may assign this right of annexation to any person or entity. Such assignment may be for portion or all of the Properties. Declarant reserves the right to create cross easements and to restrict all properties brought within the provisions of this instrument according to the terms of this Declaration. The amendment may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties which are not inconsistent with the scheme of this Declaration. Declarant, and any assignee of Declarant, may change or alter the number, dimensions and location of lots comprising additional phases and sections of The Estates of BonBrook to be brought within the Properties. The Common Areas initially covered by this Declaration shall inure to the benefit of the Owners of any new Lots which may become subjected to this Declaration and the Common Area allocable to the Owners of any new Lots shall inure to the benefit of the Owners of Lots recorded earlier, each to enjoy the Common Area of the other and to have and to hold the same as if each new Lot had been developed and subjected to this Declaration simultaneously.

2. Other Additions. Additional residential property and Common Area which are not presently a part of the general plan of development may be unilaterally annexed to The Estates of BonBrook by Declarant.

ARTICLE III THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The purpose of the Association shall be to maintain the Common Area and to provide other functions as set forth herein.

Section 2. Voting Membership. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

1. when one hundred percent (100%) of the Lots in all sections of The Estates of BonBrook which are contemplated to be platted from the property described on the attached Exhibit A, have been sold by Declarant; or
2. December 31, 2012

Section 3. Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot. The right of enjoyment is subject to the following provisions:

1. The right of the Association to borrow money for the purpose of improving the Common Areas or for constructing, repairing or improving any facilities located or to be located thereon, and to give as security for the repayment of any such loan a mortgage
2. conveying all or a pan of the Common Areas;
3. The right of the association to suspend the voting rights and the right to use Common Areas for any period during which any assessment against a lot remains unpaid, and for a period of time for any infraction of its rules and regulations;
4. 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 and subject to such conditions as may be agreed to by the Association and such agency, authority or utility.

Section 4. Delegation of Use. Lot owners may delegate their right of enjoyment to the Common Areas to the members of their immediate families or to their tenants or contract purchasers who reside on the Lot. Membership in the Association may not be conveyed separately from ownership of a Lot.

Section 5. Association's Right of Entry. An authorized representative of the Association shall be entitled to reasonable access to the individual Lots as may be required in connection with the preservation of property of an individual Lot or in the event of an emergency or in connection with the maintenance of, repairs or replacements with the Common Area, or any equipment, facilities or fixtures affecting or serving other Lots or the Common Area or to make any alteration required by any governmental authority.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Lot Owner within the Properties, except Declarant, or Declarant's assignee, hereby covenants, and by acceptance of a deed or other transfer for a Lot, whether or not it shall be so expressed in such deed or transfer, is deemed to covenant and agree to pay to the Association:

- a. monthly, quarterly and/or annual assessments or charges, and
- b. special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Declarant shall be responsible for the maintenance costs of the Association incurred over and above assessed amounts payable to the Association by Owners other than Declarant until Declarant transfers control of the Association. Maintenance cost overruns funded by Declarant are obligations of the Association and shall be repaid by the Association to Declarant. The periodic and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person, other than Declarant, or Declarant's assignee, who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties, and for the improvement and maintenance of the Common Area, as defined herein, including but not limited to the cost of labor, equipment, materials, landscaping, signs, management and supervision, payment of taxes assessed against the Common Areas, the procurement and maintenance of insurance in accordance with the Bylaws and in such amount or amounts as is customarily and normally maintained in subdivisions within the area, the employment of attorneys to represent the Association when necessary, and such other needs as may arise. The Association shall maintain, operate and repair the open spaces and Common Area and landscape amounts, including gates, walls and landscaping in such areas.

Until Class B membership ceases and is converted to Class A membership, Declarant or its nominee shall administer the assessments and receipts there from.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall not exceed \$300.00.

1. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than twenty (20%) percent above the maximum assessment for the previous year, without a vote of two thirds (2/3rds) of each class of members pursuant to the Bylaws.
2. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum and shall determine when the assessments shall be paid.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including any fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 6. Uniform Rate of Assessment. Except as specifically provided herein, both annual and special assessments must be fixed at a uniform rate for all Lots, except for the Lots owned by Declarant, or Declarant's assignee, and may be collected on a monthly quarterly or annual basis. The Board of Directors may at its discretion waive the assessment for any or portion of a year for any Lot occupied as a residence.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessment shall commence as provided for herein. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates may be established by the Board of Directors. The Association

shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A property executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of the rate of ten (10%) percent per annum or the maximum interest rate allowed by applicable law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot(s) in question. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any of the benefits of Association membership or abandonment of such Owner's Lot.

Section 9. Subordination of the Lien to Mortgages and Deeds of Trust. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V ARCHITECTURAL CONTROL

Section 1. Approval of Construction and Landscape Plans.

1. No structure may be erected, placed or altered on any Lot, and no building permit from the City of Brentwood may be obtained, until the construction plans and building specifications and a plan showing
 - i. the location of improvements on the Lot;
 - ii. the grade elevation (including rear, front and side elevations);
 - iii. the type of exterior material and roof material (including delivery of samples thereof);
 - iv. the color of paint or stain to be applied to any exterior surfaces and the color of the roof material (including delivery of samples thereof); and
 - v. the location and size of the driveway (which shall be exposed aggregate concrete, unless otherwise approved by Declarant), shall have been approved in writing by

the Declarant, or the Architectural Control Committee designated by the Board of Directors of the Association.

2. In addition to the plans referred to in the previous paragraph, a landscape plan shall be submitted to the Declarant for its approval in writing, which plan shall show the trees, shrubs and other plantings. The landscaping plan and landscaping as completed, shall provide for landscaping across the entire front of the house. Thereafter, no additional trees, shrubs or other plantings may be placed on any Lot's yard area bordering on the subdivision streets and Common Area until a supplementary landscape plan has been submitted to and approved by Declarant in writing.
3. References to "Declarant" shall include any entity, person or association to whom Declarant may assign the rights of approval hereunder, and after conveyance of title to all Lots platted from the property described on Exhibit A, Declarant shall for purposes of this Article shall also mean the Board of Directors of the Association, or an architectural committee designated by the Board of Directors. References to "structure" in this Article shall include all buildings (including garages), fences, walls, basketball goals, antennae and microwave and other receivers and transmitters (including those currently called "satellite dishes").
4. At the time plans and specifications are submitted to the Declarant for construction of any improvement on any Lot and before the commencement of construction, the contractor shall be required to furnish the Declarant with the sum of Two Hundred Fifty and No/ 100 (\$250.00) Dollars as a fee for review of proposed plans and specifications, and with a security deposit in the amount of Seven Hundred Fifty and No/ 100 (\$750.00) Dollars. The Declarant or Association shall retain the security deposit until improvements are completed and all trash and debris are removed and the premises are clean and orderly. If, in the sole judgment of the Declarant, the premises are not properly cleaned after construction is completed, the Declarant may have the premises cleaned and apply the proceeds of the security deposit to the cost of cleaning, and refund any remaining balance to the Lot Owner. If any person shall commence construction prior to payment of the above fee, the posting of the above security deposit, and approval of construction plans and specification, the Declarant may seek an injunction against further construction. Upon violation of this provision, the Owner of the Lot affected shall be liable to the Declarant and for Association for court costs and attorney's fees. Declarant may waive the requirements of this section for the builder of the anticipated portion of the Properties to be developed from the land shown on the attached Exhibit C.

Section 2. Building Materials; Roof; Builder; Paint Colors.

- a. The exterior building material of all structures shall extend to the ground level and shall be either brick, stone, brick veneer, stone veneer or dryvit, or a combination of same. Declarant recognizes that the appearance of other exterior building materials (such as wood siding) may be attractive and innovative and reserves the right to approve in writing the use of other exterior building materials, provided that no vinyl siding may be used or placed on any residence on any of the Properties.
- b. The roof pitch of any residential structure shall not be less than a plane of eight (8) inches vertical for every plane of twelve (12) inches horizontal, unless otherwise

- c. approved in writing by Declarant. All general contractors, construction managers, and other parties constructing a residential structure on any Lot must be approved as a builder in the development by Declarant. Any such party desiring to obtain Declarant's approval to construct a residence must complete and submit to Declarant on American Institute of Architects Qualification of Builder form together with all required supportive data. As minimum threshold requirements, the general contractor constructing the residential structure on any Lot shall have been in the construction business for a period of one (1) year and must have supervised the construction of or built a minimum of six (6) homes.
- d. Declarant imposes this requirement to maintain a high quality of construction within the subdivision, and reserves the right to waive these standards of experience.
- e. The color of any paint or stain to be applied to exterior surfaces, whether original application or later reapplication, must be approved by Declarant.

Section 3. Minimum floor Areas. The following shall be the minimum floor areas for homes to be constructed in Phase One:

- 1. The floor area of a one (1) story house shall be a minimum of three thousand two hundred (3,200) square feet.
- 2. The floor area of a two (2) story house shall be a minimum of three thousand six hundred (3,600) square feet.
- 3. Minimum floor areas for the phase or phases to be platted from the portion of the Properties more particularly described on the attached Exhibit C, shall be for all homes in such phase or phases a minimum of two thousand eight hundred (2,800) square feet and a maximum of three thousand seven hundred (3,700) square feet. Declarant may impose additional or different requirements upon such phase in the documents annexing such phase, and sections thereof, to coverage under this Declaration. Finished basement areas, sun porches, garages and open porches are not included in computing floor areas.
- 4. All general contractors, construction managers, and other parties constructing a residential structure on any Lot must be approved as a builder in the development by Declarant. Any such party desiring to obtain Declarant's approval to construct a residence must complete and submit to Declarant on American Institute of Architects Qualification of Builder form together with all required supportive data. As minimum threshold requirements, the general contractor constructing the residential structure on any Lot shall have been in the construction business for a period of one (1) year and must have supervised the construction of or built a minimum of six (6) homes. Declarant imposes this requirement to maintain a high quality of construction within the subdivision, and reserves the right to waive these standards of experience.
- 5. The color of any paint or stain to be applied to exterior surfaces, whether original application or later reapplication, must be approved by Declarant.

Section 4. Setbacks. No structure shall be located on any Lot nearer to the front Lot line or the side street line than the minimum building setback lines shown on the recorded plat, except bay windows and steps may project into said areas. Declarant may vary established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

Section 5. Garages; Carports. The openings or doors for vehicular entrances to any garage located on a Lot shall not face the front Lot line, unless otherwise approved in writing by Declarant. All Lots shall have at least a two (2) car garage unless otherwise approved in writing by Declarant. No detached garages or carports are allowed unless otherwise approved in writing by Declarant. Garages, as structures, are subject to prior plan approval under Section 1 of this Article.

Section 6. Landscaping; Driveways; Trees.

1. Before final completion of construction of a residence, the Lot Owner shall grade, seed, straw and landscape the Lot. Declarant in its sole discretion may extend a thirty (30) day grace period for this work to allow for weather conditions, provided the Lot Owner has made a good faith effort to satisfy this requirement.
2. Upon final completion of construction of a residence, the Lot Owner shall cause to be planted two (2) trees (at least three (3) inches in diameter) in the front yard of the Lot, and if the Lot is a corner Lot, an additional two (2) such trees in the street-side yard. These trees shall be in addition to any trees planted in the right-of-way by Declarant or other performing party. No tree outside the approved house construction limits shall be removed from any Lot without the prior written approval of Declarant.
3. Upon an Owner's failure to comply with the provisions of this Section 6, Declarant may take such action as necessary to comply therewith, and the Owner shall immediately, upon demand, reimburse Declarant or other performing party for all expenses incurred in so doing, together with interest at the rate accruing on past due assessments as provided herein, and Declarant shall have a lien for such expenses and interest on the applicable Lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced by foreclosure against that Lot and the improvements thereon, but such lien shall be subordinate to any mortgage or deed of trust thereon.

Section 7. Mail and Paper Boxes; Hedges and Gas Lights. Mailboxes and paper holders shall be of the type and made by the manufacturer required by Declarant, and shall be installed in accordance with design drawings furnished by Declarant. All mail boxes and paper holders shall be installed by the Lot Owner prior to occupancy of the residence. No hedge shall be planted on any Lot unless its design and planting are approved in writing by Declarant. In addition, decorative gas lights meeting specifications required by Declarant shall be installed on each Lot by the Lot Owner.

Section 8. Preliminary Review; Standards of Review. If prior to designing structures, landscaping or other improvements, there is any question that a particular design may not be acceptable to Declarant, the Lot Owner or builder may consult with Declarant concerning appropriate plans and specifications. Approval shall be based upon, among other things, adequacy of site dimensions, harmony of external design with neighboring structures, and uses; upon relation of topography, grade and finished ground elevation of the Lot being improved to

that of neighboring Lots; upon proper facing of main elevations with respect to nearby streets; and upon conformity of the plans and specifications to a traditional architectural theme as contemplated by Declarant. By approving any plans and specifications, Declarant makes no representation that the plans and specifications comply with any law, ordinance or regulation of any governmental agency.

ARTICLE VI RIGHTS OF GOVERNMENTAL AUTHORITY

The Association shall not be dissolved nor shall it dispose of its rights or obligations with respect to the Common Area, except to an organization conceived and established to maintain the Common Area, without first offering to convey the same to Williamson County, Tennessee, or other applicable governmental authority having jurisdiction, and the said conveyance be approved by the applicable governmental authority.

ARTICLE VII OBLIGATION TO CONSTRUCT OR RECONVEY

Each Lot Owner, other than the Declarant, shall within twelve (12) months after the date of conveyance of a Lot without a residence thereon, commence in good faith the construction of a single-family residence approved according to the requirements of this Declaration, upon each Lot conveyed; provided, that should said construction not commence within the specified period of time, the Declarant may elect at its sole option to repurchase any and all Lots on which construction has not commenced for the original purchase price at the sale of the Lot by Declarant of said Lot or Lots, in which event the Lot Owner shall immediately reconvey and deliver possession of said Lot or Lots to the Declarant by deed of general warranty subject to no encumbrances other than those encumbering the Lot at the time of initial conveyance by Declarant. Construction of each residence must be completed within twelve (12) months after commencement of construction. In the event construction is not commenced on a Lot within twelve (12) months after the initial sale by Declarant, or construction is not completed within twelve (12) months after commencement of construction, the Lot Owner shall be automatically assessed the amount of One Thousand and No/ 100 (\$1,000.00) Dollars, for each year or portion of a year, which passes until completion of construction of the residence on the Lots. Such amounts shall be payable for Declarant, or its assignee, and such amounts shall also be a lien upon the Lot affected which lien shall be enforceable, and shall have the same priority, as other liens for assessments under this Declaration.

ARTICLE VIII
USE RESTRICTIONS/ MAINTENANCE REQUIREMENTS

Section 1. Primary Use Restrictions. No Lot shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any Lot except for one (1) single family dwelling designated for the occupancy of one (1) family (including any domestic servants living on the premises), not to exceed two and one-half (2-1/2) stories in height (except that a basement opening only on the back of the residence may be in addition to the two and one-half (2-1/2) story minimum and containing a garage, for the sole use of the Owner and occupants of the Lot unless otherwise approved in writing by Declarant.

Section 2. Nuisances. No noxious or offensive trade or activity shall be conducted on any Lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood. Section 3. Use of Other Structures and Vehicles.

1. No structure of a temporary character including, without limitation, dog houses and dog runs, shall be permitted on any Lot except temporary tool sheds or field offices used by a builder who is constructing a residence(s) on an adjoining Lot(s) or Declarant, which, in the case of a builder shall be removed when construction or development is completed on the adjoining Lot(s).
2. No outbuilding, trailer, basement, tent, shack, garage, barn or structure other than the main residence erected on a Lot shall at any time be used as a residence, temporarily or permanently unless otherwise approved in writing by Declarant pursuant to this Declaration.
3. No trailer, truck, motorcycle, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any Lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any Lot (except in the garage) or on any street in the subdivision. No trailer, boat, truck, or other vehicle, except an automobile shall be parked on any street in the subdivision for a period in excess of one (1) twenty-four (24) hour period in any calendar year.
4. No automobile shall be continuously or habitually parked on any street or public right-of-way in the subdivision.

Section 4. Animals. No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets (meaning the domestic pets, traditionally recognized as household pets in this geographic area) may be kept, provided they are not kept, bred or maintained for any commercial or breeding purposes.

Section 5. Clothes Lines; Fences and Walls; Tennis Courts; Swimming Pools; Antennae and Receivers/Transmitters; Yard Ornaments.

1. No outside clothes lines shall be erected or placed on any Lot.
2. No fence or wall of any nature may be extended toward the front or street side property line beyond the front or side wall of a residence. No fence or wall of any nature may be erected, placed or altered on any Lot until the type of building materials and the construction plans are approved as provided in this Declaration. Notwithstanding the foregoing, no wooden fences of any type will be allowed. All fences must be constructed from wrought iron or decorative aluminum with posts constructed of the same material } or with brick or stone columns.
3. No tennis court fence shall be erected on any Lot in the subdivision unless the fencing is coated with black or green vinyl.
4. No above-ground swimming pool shall be erected or placed on any Lot.
5. No antennae (except for standard small television antennae) or microwave and other receivers and transmitters (including those currently called "satellite dishes") shall be erected or placed on any Lot unless the Lot Owner can show special circumstances requiring the use of extraordinary receivers or transmitters and unless its design and placement are approved by Declarant. By granting permission to a Lot Owner to erect any of the aforementioned receivers or transmitters, Declarant shall not be deemed to have waived this restriction as it may apply to other Lots.
6. No ornamental yard objects, statuary, sculpture, or other similar item, shall be placed on any Lot unless its design and placement are approved in writing by Declarant.

Section 6. Duty to Maintain Lot. From and after the date construction of a single family residence on a Lot is begun, it shall be the duty of each Lot Owner to keep the grass on the Lot cut on a weekly or bi-weekly basis, depending upon the growing season, to keep the lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Should any Owner fail to do so, the Declarant, or the Association, may take such action as it deems appropriate, including mowing, in order to make the Lot neat and attractive and the Owner shall, immediately upon demand, reimburse Declarant or the Association for all expenses incurred in so doing, together with interest at the rate provided herein, and Declarant or the Association shall have a lien on that Lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced for foreclosure against that Lot and the improvements thereon, but such lien shall be subordinate to any first mortgage or deed of trust thereon.

Section 7. Duty to Repair and Rebuild.

1. Lot Owners shall, at their sole cost and expense, repair their residence, keeping it in a condition comparable to that at the time of its initial construction.
2. If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then the Owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its condition immediately prior to the casualty.

Section 8. Business; Home Occupations. No trade or business of any kind (and no practice of medicine, dentistry, chiropractic, osteopathy and other like endeavors) shall be conducted on any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, provided that an office may be maintained by business and professional persons if no signs are posted on the premises and no consultation or treatment is performed for visitors to the premises. In addition, notwithstanding the provisions hereof, a new house may be used by a builder thereof as a model home for display or for the builder's own office provided said use terminate within eighteen (18) months from completion of the house or upon such additional period of time as may be expressly agreed to in writing by Declarant.

Section 9. Signs. No sign for advertising or for any other purpose shall be displayed on any Lot or on a building or a structure on any Lot, except one (1) sign by the builder and one sign by the realtor or Owner advertising the sale or rent thereof, which shall not be greater in area than twelve (12) square feet each; provided, however, Declarant shall have the right to (i) erect larger signs when advertising the subdivision, (ii) place signs on Lots designating the Lot numbers, and (iii) following the sale of a Lot, place signs on such Lot indicating the name of the purchaser. This restriction shall not prohibit placement of occupant name signs and Lot numbers as allowed by applicable zoning regulations.

Section 10. Drainage. Drainage of each Lot shall conform to the general drainage plans of Declarant for the subdivision. Each Lot shall be graded and landscaped so as to direct drainage down the side Lot lines, away from adjacent Lots, as approved by Declarant. No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewage system. Connections on each Lot shall be made with watertight joints in accordance with all applicable plumbing code requirements.

Section 11. Disposal of Trash. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers.

Section 12. Underground Utility Service.

1. Each Lot Owner's electric utility service lines shall be underground throughout the length of service line from Middle Tennessee Electric Membership Corporation ("MTEMC") point of delivery to the customer's building. Title to the service lines shall remain in, and the cost of installation and maintenance thereof, shall be borne by, the Lot Owner upon whose Lot the service line is located. Appropriate easements are hereby dedicated and reserved to each Lot Owner, together with the right of ingress and egress over abutting

Lots or properties to install, operate and maintain electric service lines to termination points of the utility service provider. Electric service lines, as installed, shall determine the exact location of said easements.

2. Above-ground electric transformers and pedestals may be installed at appropriate points in any electric easement. In consideration of bringing service to the property shown on this plat, MTEMC is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

Section 13. Rules for Common Area. The Association is authorized to adopt rules for the use of Common Area and such rules shall be furnished in writing to the Lot Owners.

Section 14. Concrete Delivery and Wash downs. Concrete may be delivered to any lot only in trucks containing not more than six (6) yards of concrete in order to limit damage due to excessive weight of concrete trucks. Concrete trucks shall be washed down only in areas designated by Declarant, or its assignee for such purpose.

ARTICLE IX ASSESSMENT TO DECLARANT

No assessment shall be made upon any vacant lot owned by Declarant.

ARTICLE X RESERVES FOR REPLACEMENT AND WORKING CAPITAL

Section 1. Reserves. The Association shall establish and maintain an adequate reserve funds for the periodic maintenance, repair and replacement of improvements to the Common Area. The reserve fund shall be maintained out of regular assessments for common expenses.

Section 2. Working Capital. The Association shall collect for the initial months of the operation of the Properties an amount equal to at least two (2) months' assessments for each Lot at the time of the earlier of closing of the sale by Declarant to a purchaser of a Lot. Such funds shall be collected from the purchaser at the closing of sale of the Lot. In addition in the event Declarant sells the property described in the attached Exhibit C to a purchaser prior to platting of such property, then the purchaser shall pay at such closing to the Association an amount equal to two

(2) months' assessments for each Lot as shown on the preliminary plan approved by the City of Brentwood Planning Commission which is located within such property. Such funds shall be maintained in an account for the use and benefit of the Association to insure that the Association will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable. Amounts paid into said fund are not to be considered as advance payment of the regular assessments.

ARTICLE XI INSURANCE AND FIDELITY BONDS

The Association shall maintain in effect casualty and liability insurance and fidelity bond coverage as is necessary to protect the Association and its employees, and such insurance and fidelity bond coverage shall be in an amount and in a form sufficient to meet the guidelines set forth in the Federal National Mortgage Association Lending Guide, Chapter 3, Part 5.

ARTICLE XII RIGHTS OF LENDER

Section 1. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the name and address of the affected Lot Owner, mortgage holder, insurer or guarantor will be entitled to timely written notice of:

1. Any condemnation or casualty loss that affects either a material portion of the Properties or the Lot securing its mortgage or deed of trust.
2. Any sixty (60) day delinquency in the payment of assessments or charges owed by the owner of any Lot on which it holds a mortgage or deed of trust.
3. A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
4. Any proposed action that requires the consent of a specified percentage of mortgage or deed of trust holders.

Section 2. Any holder of a first mortgage or deed of trust is entitled, upon written request, to a financial statement for the immediately preceding fiscal year of the Association.

Section 3. The Association is required to make available not only to Lot Owners, but to lenders, and to holders, insurers or guarantors of any first mortgage or deed of trust, current copies of the

Declaration, By-Laws, other rules concerning the Properties, and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

ARTICLE XIII COMPLIANCE WITH FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA) GUIDELINES

The provisions contained in this Declaration are hereby conformed to meet the guidelines of FNMA. Any additional requirements of FNMA that may, from time to time, be required for the issuance and purchase of loans on Lots of the Properties, shall be automatically considered as adopted as part of this Declaration.

ARTICLE XIV GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the Association or any Owner shall have right to enforce, by any proceeding at law or to equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, including the right to prosecute an action or other proceeding against any defaulting Lot Owner for enforcement of any lien and the appointment of a receiver for the Lot and ownership interest of such Lot Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or the right to sell the lot through judicial process, or for any combination of remedies, or for any other relief. All expenses of the Declarant, the Association or any Owner in connection with any such action or proceedings including court costs and attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the lesser of ten (10%) percent per annum, or the highest rate then allowed by applicable law, until paid, shall be charged to and assessed against any such defaulting Lot Owner, and shall be added to and deemed part of the assessment to which the Lot in question is subject, and the Declarant, the Association or any Owner shall have a lien for all of the same, as well as for nonpayment of the assessment to which the Lot in question is subject, upon the Lot of such defaulting Lot Owner and upon all of such Owner's additions and improvements thereto and upon all of such Owner's personal property on the Lot or located elsewhere in the Properties, provided, however, that such lien shall be subordinate to the lien of a recorded mortgage or deed of trust on the interest of such Lot Owner, except for the amount of the proportionate share of the assessment to which the Lot in question is subject which becomes due and payable from and after the date on which the said mortgage or deed of trust owner or holder either takes possession of the Lot, or accepts a conveyance of any interest therein (other than as a security). In the event

of any such default by any Lot Owner, the Declarant, the Association or any Owner shall have the authority to correct such default, and to do whatever may be necessary for such purpose and all expenses in connection therewith shall be charged to and assessed against such defaulting Owner and Lot. Any and all such rights and remedies may be exercised at any time and from time Declarant or the Association. This paragraph shall not be amended, changed, modified or to time, cumulatively or otherwise, by the rescinded without the prior consent of all holders of record of mortgages and deeds of trust against Lots in the Properties. The violation of any restriction, condition or regulation adopted by the Association or the breach of any covenant or provision herein contained, shall give the Declarant or the Association the right, in addition to any other rights provided for in this Declaration:

- a. to enter (either peaceably or forcibly without liability to such Lot Owner for such entry) upon the portion of a residence thereon, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Lot Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Declarant or the Association, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or
- b. to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or
- c. to take possession (either peaceably or forcibly without liability to such Lot Owner for such entry) of such Lot Owner's interest in the Properties and to maintain an action for possession of such Lot in the manner provided by law.

If any Lot Owner (either by such Owner's own conduct or by the conduct of any other occupant of the Lot) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Association, and if such default or violation shall continue for ten (10) days after notice to the Lot Owner in writing from the Association or shall occur repeatedly during any ten (10) day period after such written notice or request to cure such violation from the Association, then the Board shall have the power to issue to said defaulting Owner a notice in writing terminating the rights of the said defaulting Owner to continue as a Lot Owner and to continue to occupy, use or control such Owner's Lot and thereupon an action in equity may be filed by the Association against said defaulting Owner for a decree of mandatory injunction against such defaulting Owner or any occupant, or in the alternative, for a decree declaring the termination of said defaulting Owner's right to occupy, use or control the Lot owned by such Owner on account of said violation, and ordering that all the right, title and interest of said defaulting Owner in the Lot shall be sold (subject to any existing deed of trust or mortgage) at a judicial sale upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the said defaulting owner from reacquiring such Owner's interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against said defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to said defaulting Owner. In addition to the other remedies provided for herein, in the event of a default by a Lot Owner in the payment of such Lot Owner's respective share of the common expenses which default continues for a period of ninety (90) days, the Association shall have the power and authority to place such Lot Owner's name on a list of

delinquent Lot Owners, which list may be posed at a place designated by the Association for notices. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the and for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded.. Notwithstanding the foregoing, Declarant shall have the unilateral right to make any amendments to this Declaration it may deem necessary or proper for the purpose of completion of the Properties, as may be required to obtain Federal National Mortgage Association ("FNMA") approval for this subdivision, or to otherwise exercise Declarant's unilateral rights to amend this Declaration as provided herein.

Section 4. Easements. Declarant reserves the right to create any additional easements, or modify existing easements, necessary for the development of the Properties for a period of fifteen (15) years from date hereof. Upon request of Declarant, any Lot Owner shall grant such additional easements, or modifications of easements, as Declarant may require. All easements shall be established as set forth on the Plat.

Section 5. Rights of Declarant to Maintain a Sales Office. Declarant, or any other party designated by Declarant, shall have the. right to place on any Lot a sales and/or construction trailer and to establish in any residence or other building completed on any Lot a sales office with appropriate signs, and any such sales or construction trailer or building may continue to be used until the complete sales promotion and sale of all Lots, and all residences constructed on the Properties to be sold, have occurred, notwithstanding any other provision in this Declaration.

Section 6. Covenants Running with Land. The covenants, conditions and restrictions contained herein shall run with the land encumbered hereby and shall be binding upon all parties having or acquiring any right, title or interest in all or any portion of the Properties and shall inure to the benefit of each Owner as herein defined.

Section 7. Personal Liability. No member of the Board or any committee or Association, or any officer of the Association, or the Declarant, or the manager or Association, if any, shall be Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, the manager, if any, or any other representative or employee of the Association, the Declarant, or any committee, or any officer of the Association, or the Declarant, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

IN WITNESS WJ~EREOF, the Declarant has executed this document on this Z- day of January, 1998.

CK DEVELOPMENT, L.L.C.,
a Tennessee limited liability company

By: _____
Steven G. Cates, Chief Manager

(STATE OF TENNESSEE)
(COUNTY OF WILLIAMSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, STEVEN G. CATES, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is Chief Manager of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand, at office, this cx") day of 3anuary, 1998.

Notary Public

My Commission Expires: _____

FIRST AMENDMNT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE ESTATES OF BONBROOK MERGING WITH BONBROOK ON CONCORED NEIGHBORHOOD ASSOCIATION, INC. AND FIRST AMENDMENT AND

RESTATEMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR
BONBROOK ON CONCORD.

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE ESTATES OF BONBROOK MERGING WITH BONBROOK ON CONCORD NEIGHBORHOOD ASSOCIATION, INC. AND PROTECTIVE COVENANTS FOR BONBROOK ON CONCORD (the "Agreement"), is made and entered this the 5th day of April 2005 by BONBROOK HOMEOWNERS' ASSOCIATION, INC., a Tennessee not-for-profit corporation ("Bonbrook"), BONBROOK ON CONCORD NEIGHBORHOOD ASSOCIATION, INC., a Tennessee not-for-profit corporation ("Bonbrook on Concord"), CONCORD DEVELOPMENT, LLC, a Tennessee limited liability company, ("Declarant for Bonbrook on Concord") and JOSEPH C. FERRERAS and wife, ANA MARIA FERRERAS, LANACEWORTH A. SCHULTERS and wife, SHERRICE N. SCHULTERS, DAVED A. REWERS and wife, JANICE L. REWERS, JAMES A. EVANS and wife, REBECCA A. EVANAS, CUTRIS STEVENS and wife, JULIANE STEVENS, CHARLES W. STENGEL, JR. and wife, VIRGINIA W. STENGEL, JACEK M. SOBCZAK and wife, GRAZYNA SOBCZAK, DANIEL C. LIEBLER and wife, KAREN E. LEIBLER, ADRIAN P. JONES and wife, SHERRI L. JONES, THOMAS R. RICHARDSON and wife, SUSAN L. RICHARDSON, STEPHEN A. MULLER and wife, KATHLEEN D. MULLER, DEJUAN L. BUFORD and wife, MARILYN W. BUFORD, GUO LIANG SUN n/k/a JAMES GUO SUN and wife, CHON H. KIM, GARY LEGATE and wife, JAYNE LEGATE, DANIEL G. BOBROWSKI and wife, ANNMARIE BOBROWSKI, ROBERT DEPHILLIPS, LAURIE BETH EVANS, TIMOTHY L. MARTIN and wife, PAMELA D. MARTIN, MICHAEL BARTLETT and wife, SHEREE ABERNATHY-BARTLETT, BRADLEY D. MYERS and wife, KELLI Y. MYERS, BRADLEY E. MCNUTT and wife, CYNTHIA G. MCNUTT, JUSTINO F. HERNANDEZ and wife, CONNIE L. HERNANDEZ and JOHN WELAND HOMES AND NEIGHBORHOODS, INC., a Georgia corporation, (hereinafter collectively referred to as "BONBROOK ON CONCORD OWNERS")

EXHIBIT "C"

WHEREAS, the parties to this Agreement desire to merge Bonbrook with Bonbrook on Concord, and in furtherance of that desire, the parties find it necessary to amend the Declarations of Covenants, Conditions and Restrictions for the Estates of Bonbrook, of record in Book 1608, page 854, Register's Office of Williamson County, Tennessee ("Master CC&R's") to include the additional property, and further desire to amend and restate the Declaration of Protective Covenants for Bonbrook of Concord, of record in Book 2586, 659, Register's Office for Williamson County, Tennessee, and further to merge Bonbrook and Bonbrook on Concord into one not-for-profit corporation, being Bonbrook; and

WHEREAS, in furtherance of this objective, Bonbrook desires to amend the Master CC&R's pursuant to Article XIV, Section 3, whereby the Master CC&R's may be amended by the affirmative vote of not less than seventy-five percent (75%) of lot owners, said vote having been taken and passed, as certified by the President and Secretary of Bonbrook; and

WHEREAS, Bonbrook on Concord desires to amend and restate their CC&R's and to fully incorporate and adopt the Master CC&R's as their Covenants, Conditions and Restrictions, and further, to execute such articles of merger as are necessary with the Tennessee Secretary of State to merge Bonbrook on Concord into and with Bonbrook; and

WHEREAS, the parties have so voted to amend the Master CC&R's and CC&R's as follows.

NOW THEREFORE, the parties agree as follows:

1. The Master CC&R's shall be amended, by this instrument, to reflect the merger with, and inclusion of, the common area and members of Bonbrook on Concord, including all rights and responsibilities thereof, and all of the Property subjected to the Declaration of protective covenants for Bonbrook on Concord, of record in Book 2586, page 659, Register's Office for Williamson County, Tennessee, is hereby subjected to the Master CC&R's, so that such property shall hereafter be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of said Master CC&R's, all of which shall run with the title of such property and shall be binding upon all persons having any right, title or any interest in such property, their prospective heirs, legal representatives, successors, successor in title and assigns.
2. The CC&R's for Bonbrook on Concord shall be amended to reflect an abandonment of the existing CC&R's, the same shall be stricken from the records of record in the Register's Office for Williamson County, Tennessee, and the subsequent adoption of the Master CC&R's, and further, Bonbrook on Concord agrees to hereby be bound by the Master CC&R's and assume all responsibilities therefore.
3. All other terms and conditions of the Master CC&R's shall remain in full force and effect, and all terms and conditions of Bonbrook on Concord CC&R's shall be replaced in their entirety, by the Master CC&R's.

Bonbrook on Concord shall hereinafter be merged into and become part of Bonbrook and their corporate existence shall exist only as a portion of the merged entity.

SIGNATURE PAGES TO FOLLOW]

