

# SAUNDERSVILLE STATION

## Home Owners Information

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Two pools, sidewalks, tennis court, playground, greenway, underground utilities

Watermill Property  
Management Company:

Ghertner & Company  
Rebecca Massaro  
rebecca.massaro@ghertner.com | 615.277.0312  
<http://www.ghertner.com>

Association Fee:

Quarterly: \$189  
Amenity Fee: \$600  
Set Up/Transfer Fee: \$300

Schools :

Elementary: Station Camp Elementary Phone: 615-230-0387  
Middle: Station Camp Middle School: 6th - 8th Grade Phone: 615-206-0116  
High School: Station Camp High School: 9th -12th Phone: 615-451-6551

Getting Connected:

Electricity: Cumberland Electric Membership Corporation: 615-452-3703  
Natural Gas: Piedmont Natural Gas: 615-734-0665  
Water: White House Utility District: 615-672-4110  
Sewer: Hendersonville Utility District: 615-824-3717  
Garbage: Hendersonville Public Works: 615-822-1016  
Telephone, Cable & Internet: AT&T: 1-888-899-9048 or  
Xfinity

THIS INSTRUMENT PREPARED BY:  
Gail P. Pigg, Attorney  
219 2nd Avenue, North  
Nashville, TN 37201

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1:57

**DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR**

Pamela L. Whitaker, Register  
Sumner County Tennessee  
Rec #: 341475 Instrument 453161  
Rec'd: 148.00 NBK: 68 Pg 308  
Clerk: 0.00 Recorded  
EDP: 0.00 11/13/1998 at 1:57 PM  
Total: 150.00 in Record Book  
895 Pg 616

**SAUNDERSVILLE STATION**

**THIS DECLARATION**, made this 8<sup>th</sup> day of October, 19 98, by Haury  
and Smith Contractors, Inc., a Tennessee Corporation, hereinafter called the "Developer";

**WITNESSETH:**

Whereas, the Developer is the owner of the real property described in Article II of  
this Declaration and desires to create thereon an exclusive residential community to be  
named "Saundersville Station", with a playground, greenbelts, a swimming pool, a  
clubhouse, two tennis courts and open spaces, for the benefit of the said community  
through the granting of specific rights, privileges and easements of enjoyment which may  
be shared and enjoyed by all residents of Saundersville Station; and

Whereas, the Developer desires to insure the attractiveness of the individual lots  
and community facilities within Saundersville Station and to prevent any future impairment  
thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities  
of the said property and to provide for the maintenance and operation of said playground,  
swimming pool, clubhouse, tennis courts and open spaces; and, to this end, desires to  
subject the real property described in Article II of this Declaration to the covenants,  
conditions, restrictions, easements, agreements, charges and liens (hereinafter sometimes  
referred to as the "covenants and restrictions") hereinafter set forth, each and all of which

is and are for the benefit of said property and each owner thereof; and

Whereas, the Developer desires that such playground, greenbelts, swimming pool, clubhouse, tennis courts and open spaces be owned, maintained and administered exclusively for the benefit of all residents of Saundersville Station, and be designated "ASSOCIATION PROPERTIES"; and

Whereas, the Developer has deemed it desirable, for the efficient preservation, protection and enhancement of the values and amenities in Saundersville Station and to insure the residents' enjoyment of the specific rights, privileges and easements in the Association Properties and facilities, to create an organization to which should be delegated and assigned the powers of owning, maintaining and administering the Association Properties and facilities, administering and enforcing the covenants and restrictions related thereto and collecting and disbursing the Association assessments and charges hereinafter created; and

Whereas, Saundersville Station, Inc., (hereinafter sometimes referred to as the "Association"), has been incorporated under the laws of the State of Tennessee, as a non-profit corporation, for the purpose of exercising the functions aforesaid within the property described and referred to in Article II of this Declaration;

Now, therefore, the Developer declares that the real property described in Article II of this Declaration is and shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Declaration and to the covenants and restrictions hereinafter set forth. Every grantee of any interest in such real property, by acceptance of a deed or other conveyance of such interest, whether or not it shall be so

expressed in any such deed or other conveyance, whether or not such deed or other conveyance shall be signed by such person and whether or not such person shall otherwise consent in writing, shall take subject to this Declaration and to the covenants and restrictions hereof and shall be deemed to have assented to said covenants and restrictions.

## **ARTICLE I**

### **Definitions**

Section 1. Definitions. The following words when used in this Declaration; unless the context shall prohibit, shall have the following meanings:

(a) "Association" shall mean and refer to Saundersville Stations, Inc., a non-profit corporation under the laws of the State of Tennessee, incorporated and organized for the purpose of owning, maintaining and administering the Association properties and facilities and administering and enforcing the covenants and restrictions related hereto.

(b) "Saundersville Station" shall mean and refer to all that tract or parcel of land described in Article II of this Declaration.

(c) "Association Properties" shall mean and refer to all lands described as "open space" on the Plan of Phase I, Final Subdivision Plat, Saundersville Station, of record in Plat Book 17, page 238, said Register's Office, including the common areas in all subsequent annexed Sections.

(d) "Lot" shall mean and refer to any plot of land shown as a numbered parcel on the plat or survey referred to in Article II of this

Declaration, as the same may be revised, modified or amended from time to time and any additional sections as referred to therein.

(e) "Person" shall mean and refer to an individual, corporation, partnership, association, trust or any other legal entity.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any lot, excluding, however, those persons having such interest merely as security for the performance of an obligation.

(g) "Developer" shall mean and refer to Haury and Smith Contractors, Inc., having its principal office at Nashville, Davidson County, Tennessee, its successors and assigns.

(h) "Mortgage" shall mean and refer to any security instrument by means of which title to property is conveyed or encumbered to secure a debt.

(i) "Mortgagee" shall mean and refer to any one or more persons who hold a recorded or unrecorded mortgage or mortgages.

## ARTICLE II

### Property Subject To This Declaration

Section 1. Property Hereby Subjected To The Declaration. The real property which is and shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered, subject to this Declaration is that certain tract of land lying and being in the City of Hendersonville, Sumner County, State of Tennessee,

subdivided as Saundersville Station into several "Phases". Phase One being shown on plat of survey made by Daniels & Associates, License No. 1489, Job No. 96-035, recorded in Plat Book 17, page 238, in the Office of the Register of Sumner County, Tennessee. Reference is hereby made to said plat for a complete description of the property, subject to this Declaration. The remaining Sections of Saundersville Station shall be laid out and subdivided by the Developer in harmony with and contiguous to said Phase One, with plats of survey being likewise filed in the Office of said Register. Subject to the provisions of Section 2 below, each Section, as developed, will likewise be subject to these covenants, conditions and restrictions and made a part hereof in the manner set forth in the following paragraphs, and the common area, as described in the attached exhibit, shall be shared by all owners of the various Sections of Saundersville Station in accordance with the terms of this instrument.

Section 2. Additions To Existing Property. Additional lands may become subject to this Declaration in the following manner:

**The Developer, its heirs and assigns shall have the right to bring within the scheme of this Declaration additional properties in future stages of development in accord with a master plan of development. The Developer has prepared a master plan of development on properties for additional stages of Saundersville Station and contemplates that additional Sections shall become an addition to the existing property and subject to this Declaration for an estimated total of 435 lots. However, it is expressly understood that Developer, at its option, may limit the number of lots to be annexed as a part of this Declaration to 182 lots, more or less, as determined by Developer. The location of said 182 lots will be contiguous as appropriate for this regime. Developer, at its option, may establish a separate association, subject to its own covenants, conditions and restrictions for the remaining lots. Thus, at Developer's option, the development may be divided into two separate associations as herein above set forth.**

The additions authorized hereunder shall be made by filing of record a Supplementary Declaration of covenants and restrictions with respect to the additional property, which shall extend the scheme of the covenants and restrictions of this Declaration to such property. The additions authorized hereunder may be annexed by Developer without the consent of the members within ten (10) years six (6) months of the date of this instrument. The Developer retains the right to make lot adjustments for purposes of beautification and other adjustments in keeping with proper construction practices and customs. Such Supplementary Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to satisfy topographic conditions and as may be necessary to reflect the different character, if any, of the added properties, including reduction or increase in lot size. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the Existing Property.

Section 3. Mergers. Pursuant to a merger or consolidation of the Association, the properties, rights and obligations of such corporation or corporations may be transferred to another non-profit corporation, or the properties, rights and obligations of another non-profit corporation may be transferred to the Association. The surviving or consolidated corporation may administer the covenants and restrictions applicable to the property described in Article II of this Declaration together with the covenants and restrictions which either the merging corporation or corporations or the surviving or consolidated corporation was, or were, otherwise entitled to administer. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants

and restrictions hereby made applicable to the property described in Article II of this Declaration, except that the members of the Association may, as an incident to any such merger or consolidation, make changes in the method of calculating and the maximum amount of the annual assessments and may authorize special assessments as provided herein.

Section 4. Entrance and Roadway Maintenance. Settler's Way, as shown on the Master Plan and as also partially shown on the Plat recorded for Phase One, will be a public road. However, the entranceway to Saundersville Station and the grassy areas located within and along the median must be maintained by the Saundersville Station Association. The fees for such maintenance shall be included in the assessment for each homeowner as set forth in Article VI herein.

### **ARTICLE III**

#### **Schedule Of Improvements**

The following amenities and recreational facilities will be constructed on the Association Properties, pursuant to the Master Plan of Development, according to the following anticipated schedule:

1. Two tennis courts - on or before June 1, 1999;
2. Swimming pool - on or before June 1, 1999; and
3. Clubhouse - on or before June 1, 1999.



#### ARTICLE IV

##### Membership And Voting Rights In The Association

Section 1. Membership. Every person who is a record owner of a fee or undivided fee interest in any lot situated within Saundersville Station shall automatically be a member of the Association; provided, however, that any such person who holds such interest merely as security for the performance of an obligation shall not be a member, except as hereinafter set forth and set forth in the By-Laws of the Association, which are incorporated herein by reference.

Section 2. Voting Rights. 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 among themselves determine, but in no event shall more than one vote be cast with respect to a Lot.

Class B. The Class B member(s) shall be the Developer 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:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B

membership; or

(b) 36 months from the date of the conveyance of the first unit. (However, as any new Section is annexed, the 36 months shall begin to run as to that Section from the date of the conveyance of the first unit.) Unit is defined as the completed home constructed on a lot.

Section 3. Suspension Of Membership Rights. The membership rights of any member, including the right to vote, may be suspended by the Association's Board of Directors, pursuant to authority granted in the Association's By-Laws, as amended from time to time. Any such suspension shall not affect such member's obligation to pay assessments coming due during the period of suspension and shall not affect the permanent charge and lien on the member's property in favor of the Association.

Section 4. Meetings Of The Membership. All matters concerning meetings of members of the Association, including the time in which and the manner in which notice of any of said meetings shall be given to said members and the quorum required for the transaction of business at any of said meetings, shall be as specified in this Declaration or in the By-Laws of the Association, as amended from time to time, or by law.

## ARTICLE V

### Property Rights In The Association Properties

Section 1. Members' Easement Of Enjoyment. Subject to the provisions of Section 3 below, every member of the Association shall have a right and easement of enjoyment in and to the Association Properties and such easement shall be appurtenant

to and shall pass with the title to every lot situated within Saundersville Station.

Section 2. Title To Association Properties. Notwithstanding the responsibility of the Association to maintain, repair, replace and operate the Association Properties, as provided in Article VII of this Declaration, the Developer may retain the legal title to the Association Properties, thus labeled on the plat of survey referred to in Article II of this Declaration, as the same may be revised, modified or amended from time to time, until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, but, notwithstanding any other provisions herein, the Developer hereby covenants that it shall convey the Association Properties to the Association not later than December 31, 2003.

Section 3. Easements Subject To Certain Rights Of Developer And The Association. The members' rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Developer to the exclusive use of such portion of the Association Properties, improved or unimproved, as it, in the exercise of its sole discretion, may deem necessary or advisable for, or as may be reasonably required, convenient or incidental to the construction of improvements within Saundersville Station (including any Section thereof to be annexed, pursuant to the Master Plan of Development), and the sale of Lots contained therein, including, but not limited to, sales and business offices, storage areas, construction yards and signs; the right of the Developer to an easement over and across said land for the construction

of roads, for utilities, sewers, and for the furtherance and completion of construction of improvements on all Lots in each Section of Saundersville Station. It is expressly understood that Developer or its assigns may maintain a model home and/or a temporary sales office or offices in any Section of Saundersville Station until all houses are sold and closed. The employees of Developer, its contractors, materialmen, subcontractors, and their agents have the right to come onto the Association Properties pending such period. Such right of the Developer shall and does exist notwithstanding any provisions of this Declaration which might be construed to the contrary, until such time as the Developer no longer owns, primarily for the purpose of sale, any Lot situated within Saundersville Station (including any Section thereof), and without affecting any member's obligation to pay assessments coming due during such period of time or the permanent charge and lien on any member's property in favor of the Association.

(b) The right of the Association to suspend the voting rights and right to use the recreational facilities of any member for any period during which any assessment against his Lot remains unpaid, and for such period as it considers appropriate for any infraction of its published rules and regulations; and

(c) The right of the Association to charge reasonable admission and other fees for the use of the Association Properties, or any portion

thereof; and

(d) The right of the Association to dedicate or transfer all or any part of the Association Properties to any public agency or authority or utility for such purposes and subject to such conditions as may be agreed to by the members entitled to vote thereon, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless two-thirds (2/3) of the total votes of all classes of members entitled to vote has been recorded, agreeing to such dedication, transfer, purpose or condition, and written notice of the proposed agreement and action thereunder is sent to every member entitled to vote at least sixty (60) days in advance of any action taken.

(e) The right of the Association to grant such easements and rights-of-way to such utility companies or public agencies or authorities as it shall deem necessary for the proper servicing and maintenance of the privately owned Association Properties even though said Association Properties may be owned by the Association.

Section 4. Extension Of Rights And Benefits. Every member of the Association shall have the right to extend the rights and easements of enjoyment vested in him under this Article V to each of his tenants and to each member of his family who resides with him within Saundersville Station and to such other persons as may be permitted by the Association's Board of Directors.

## ARTICLE VI

### Assessments

#### Section 1. Creation Of The Lien And Personal Obligation For Assessments.

Each Owner of any Lot situated within Saundersville Station (except lots owned by the Developer), by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association (a) annual assessments and charges (which may be billed monthly) and (b) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost of collection thereof, including reasonable attorney's fees hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. In the event a Court sale shall be necessary to enforce payment, such sale shall be free of statutory right of redemption and any purchaser in Saundersville Station purchases subject to this clause. Each such assessment, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

#### Section 2. Purpose Of Assessments.

The assessments levied under this Article VI shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of Saundersville Station and, in particular, for the acquisition, improvement and maintenance of properties, services and facilities devoted

to this purpose and relating to the use and enjoyment of the Association Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. Such portion of the annual assessments levied by the Association under this Article VI may be used for establishing and maintaining reserves for the maintenance, repair, replacement and operation of the improvements situated within Saundersville Station which comprise a portion of the Association Properties.

Section 3. Commencement And Due Date Of Annual Assessments. Annual assessments shall commence as of the date of conveyance of each unit to the owner. The "initial" assessments shall not include charges for any improvements as yet incomplete, but such charges shall be added when the common amenities are completed. As improvements are completed in accordance with the Schedule set forth in Article III, the "initial" assessment will be increased accordingly upon thirty (30) days' written notice to the owners, but without the necessity of waiting until the conclusion of the then current calendar year. The Association's Board of Directors shall thereafter fix the amount of the annual assessment payable to the Association against each lot and send written notice of same to every owner subject thereto at least thirty (30) days in advance of each annual assessment period. Unless otherwise provided by the Association's Board of Directors, one-twelfth (1/12) of the annual assessment for each Lot shall become due and payable to the Association on the first day of each month during the assessment period and shall be paid to the Association when due without further notice from the Association.

Section 3(a). Certificate Of Payment. The Association shall upon demand at any time, furnish to any Owner liable for said assessment, a certificate in writing signed by an Officer of the Association setting forth whether said assessment has been paid. A reasonable charge, as determined by the Board of Directors, may be made for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 4. Increase In Annual Assessments. From and after September 1, 2000, the maximum annual assessments may be adjusted, effective January 1st each year as determined by the Board of Directors, provided, however, except as above set forth in regards to the "initial" assessment, the increase may not exceed thirty (30%) percent of the assessment for the previous year without a vote of the members, pursuant to Section 5 of this Article VI. This provision expressly does not apply to increases necessary to establish the final initial assessment as improvements are completed. The annual assessments may be increased above thirty (30%) percent as provided in Section 5 of this Article VI. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the actual annual assessments at amounts not in excess of the maximum.

Section 5. Change In Basis And Maximum Of Annual Assessments. From and after September 1, 2000, the maximum annual assessments may be increased above those established in the preceding paragraph in the following manner:

Assessments as to any such increase of more than fifty (50%) percent in the established maximum assessments shall require the assent of two-



thirds (2/3) of the total votes of all classes of members who are voting upon written ballot which shall be sent to all members at least thirty (30) days in advance of the canvass thereof; an increase from thirty (30%) percent to and including fifty (50%) percent shall require the assent of two-thirds (2/3) of the total vote of all classes of members who are voting in person or by proxy or through a representative (as provided for in the By-Laws of the Association) at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Special Assessments For Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon their respective Properties, including the necessary fixtures and personal property related thereto, subject, however, to the following:

(i) Any special assessment levied by the Association, in excess of \$600.00 per lot for any assessment year shall require the assent of two-thirds (2/3) of the total votes of all classes of members who are voting upon written ballot which shall be sent to all members at least thirty (30) days in advance of the canvass thereof;

(ii) Special assessments in the amount of \$600.00 or less per lot shall require the assent of two-thirds (2/3) of the total votes of all classes

of members who are voting in person or by proxy or through a representative (as provided for in the By-Laws of the Association) at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 7. Quorum For Any Action To Increase Annual Maximum And For Special Assessments. The quorum required for any action authorized by Sections 5 and 6 of this Article VI hereof shall be as follows:

At the first meeting called, as provided in Sections 5 and 6 hereof, the presence at the meeting of members or of proxies or of representatives entitled to cast fifty-one (51%) percent of the total votes of all classes of members shall constitute a quorum. In the case of any vote by written ballot, as provided in Sections 5 and 6 hereof, a return at the first canvass of ballots representing fifty-one (51%) percent of the total votes of all classes of members shall constitute a quorum. If the required quorum is not forthcoming at any meeting or canvass, another meeting or canvass may be called, subject to the notice requirements set forth in Sections 5 and 6 hereof, and the required quorum at any such subsequent meeting or canvass shall be one-half (1/2) of the required quorum at the preceding meeting or canvass, provided that no such subsequent meeting shall be held or canvass taken more than sixty (60) days following the preceding meeting or canvass.

Section 8. Effect Of Non-Payment Of Assessment: The Personal Obligation Of The Owner; The Lien; Remedies Of The Association.

(a) If an assessment is not paid on the date when due (being the dates specified in Section 3 of this Article VI), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon becoming a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns; in addition thereto, the personal obligation of the delinquent Owner to pay such assessment shall continue as a personal obligation, and such Owner and such successors in title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such Owner and such successors in title to the contrary.

(b) If an assessment is not paid within thirty (30) days after the delinquency date, such full assessment shall be automatically accelerated as to any balance then due and shall bear interest from the date of delinquency at the maximum legal rate per annum. A penalty shall likewise be added after a sixty (60) day delinquency of twenty (20%) percent of the delinquent amount. If not then paid, the Association may bring legal action against the Owner personally obligated to pay the same or foreclose its lien against such Owner's lot, in which event, penalty, interests, and costs, plus reasonable attorney's fees shall be added to the amount of such assessment as may then be due. In the event of a Court sale to enforce this lien, such sale shall be free from the statutory right of redemption provided under Tennessee law. Each Owner, by his acceptance of a deed

of other conveyance to a lot, vests in the Association or its agents the right and power to bring all actions against him personally for the collection of such charges as a debt and to foreclose the aforesaid lien in any appropriate proceeding in law or in equity free of the statutory right of redemption. The lien provided for in this Article VI shall be in favor of the Association and shall be for the benefit of all other Owners. The Association acting on behalf of the Owners, shall have the power to bid in the lot at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Association Properties and facilities or by abandonment of his lot.

(c) If an assessment is not paid within thirty (30) days after the delinquency date, the Association may also suspend the membership rights of the delinquent Owner, including the right to vote, the right of enjoyment in and to the Association Properties and facilities and the right to receive and enjoy such services and other benefits as may then be provided by the Association. Any such suspension shall not affect such Owner's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent charge and lien on such Owner's property in favor of the Association.

Section 9. Subordination Of The Charges And Liens To Mortgages.

(a) The liens and permanent charges of all assessments and charges authorized herein (annual, special or otherwise) with respect to any Lot is hereby made subordinate to the lien of any first mortgage placed on such lot. However, all such liens which have a due date on or prior to the date such mortgage is filed for record and such

lien has been placed of record in the Register's Office for Williamson County, Tennessee, shall not be subordinate to any mortgage placed thereon. The liens and permanent charges hereby subordinated are only such liens and charges as relate to assessments and charges authorized hereunder having a due date subsequent to the date such mortgage is filed for record and prior to the satisfaction, cancellation or foreclosure of such mortgage of the sale or transfer of the mortgaged property, pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the mortgaged property, pursuant to a sale under power contained in such mortgage.

(b) No sale or transfer of such property to the mortgagee or any other person, pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure, or pursuant to a sale under power, shall relieve any existing or previous Owner of such property of any personal obligation, or relieve such property or the then Owner of such property from liability for any assessments or charges authorized hereunder coming due after such sale or transfer.

(c) Notwithstanding the foregoing, the Association's Board of Directors may, at any time, either before or after any mortgage or mortgages are placed on such property, waive, relinquish or quitclaim, in whole or in part, the right of the Association to assessments and other charges collectible by the Association hereunder with respect to such property coming due during the period while such property is or may be held by a mortgagee or mortgagees, pursuant to such sale or transfer.

(d) The Association's Board of Directors whenever so requested in writing by a mortgagee of a unit, shall promptly report any then unpaid common charges due from

or any other default by the Owner of the mortgaged unit.

(e) The Association's Board of Directors, when giving notice to an Owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a first mortgage covering such unit whose name and address has theretofore been furnished to them.

Section 10. Exempt Property. Each lot situated within Saundersville Station shall be exempt from the assessments, charges and liens created herein until conveyed by the Developer or his assignee to another Owner. It is expressly understood that Haury and Smith Contractors, Inc., is construed to be exempt under this provision until any house constructed by such party or entity is occupied or sold, whichever first occurs. Any unimproved lot sold by Developer to a contractor who is not a subsidiary of Developer is exempt from assessments for a period of 12 months from date of deed or until the sale and closing of the Lot to another party, whichever first occurs. The following property, subject to this Declaration, shall also be exempt from the assessments, charges and liens created herein:

(a) All properties to the extent of any easement or other interest therein dedicated to and accepted by a local public authority and devoted to public use.

## **ARTICLE VII**

### **Administration**

Section 1. Responsibility For Administration. The administration of the property subject to the jurisdiction of the Association, the maintenance, repair, replacement and

operation of the Association Properties and facilities and those acts required of the Association by this Declaration shall be the responsibility of the Association. Such administration shall be governed by this Declaration and the Article of Incorporation and By-Laws, as amended from time to time, of the Association. The powers and duties of the Association shall be those set forth in said documents, together with those reasonably implied to effect their respective purposes, and shall be administered in the manner provided therein. Because of the importance to both the Developer and individual Lot Owners of properly maintained Association Properties, it is expressly made a part of the agreement of this Declaration that for a period of three years from the date of closing of the first home, the Developer, or its assignee, shall act as exclusive managing agent to maintain the Association. For such maintenance, including repairs, the Developer or its assignee shall make a reasonable charge and shall include a profit for the Developer or its assignee in keeping with the standard profits for the same or similar work earned by management companies in the general area of Sumner and Davidson Counties. However, the Association may terminate this agreement without cause and without payment of a termination fee on ninety (90) days written notice, provided that the termination of said managing agent be ratified by 66 percent of the homeowners. The Developer or assignee may terminate, without cause, by providing ninety (90) days written notice plus a termination fee of \$350.00.

Section 2. Management Agreements. The Association's Board of Directors may enter into such management agreements as it may deem necessary or advisable for the administration and operation of the property, subject to the jurisdiction of their

respective organizations, and subject to Section 1 of the Article VII. Any such management agreement may be entered into upon the favorable vote of a majority of the Board of Directors and shall provide therein that the same may be terminated by a majority vote of the entire Board.

Section 3. Limitation Of Liability; Indemnification. Neither the Officers or Directors of the Association shall be liable to any of its respective members for injury or damage caused by such Officers or Directors in the performance of their duties or for monetary damages for breach of fiduciary duties, unless due to the willful misfeasance or malfeasance of such Officers or Directors or for breach of the duty of loyalty to the Corporation. Each Officer or Director of the Association shall be indemnified by the members against all expenses and liabilities, including attorney's fees reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been such an Officer or Director, or any settlement thereof, whether or not he is such an Officer or Director at the time such expenses and liabilities are incurred, except in such cases wherein the Officer or Director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided there, in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association.



## ARTICLE VIII

### Insurance And Casualty Losses; The Association

Section 1. Insurance. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all insurable improvements constructed on the Association Properties against loss or damage by fire to other hazards, including extended coverage, vandalism and malicious mischief, 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. Such Board of Directors or its duly authorized agent shall also obtain a public liability policy covering all Association Properties and facilities for the hazards of premises operations or actions arising out of bodily injury, property damage, false arrest, invasion of privacy and libel and slander caused by the negligence of the Association, or any of its agents, which public liability policy shall be at least \$1,000,000.00 single limit as respects the hazards enumerated herein. Premiums for all such insurance shall be common expenses paid for by the Association. All policies shall be written with a company licensed to do business in the State of Tennessee. It shall be the individual responsibility of each Owner at his own expense to provide, as he sees fit, homeowner's liability insurance on his own dwelling, or fire, theft, extended hazard coverage, and other insurance covering both real and personal property damage and loss. The Association's Board of Directors shall conduct an annual insurance review which shall include a replacement cost appraisal, without respect to depreciation of all insurable improvements constructed on the Association Properties.

Page 639

Section 2. Damage And Destruction.

(a) Immediately after any damage or destruction or other casualty to all or any part of the property 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 settlement of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Article, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty. Subject to Subsection (c) hereof, all such damage or destruction shall be repaired or reconstructed as soon as practicable after any such casualty shall occur. The Association's Board of Directors may advertise for sealed bids from or may negotiate with any licensed contractor for such repair or reconstruction and may enter into such contract or contracts for such repair or reconstruction as it may deem necessary or advisable. The contracting party or parties may be required to provide a full performance and payment bond for such repair or reconstruction.

(b) In the event that the insurance proceeds paid to the Association are not sufficient to defray the cost of such repair or reconstruction, the Association's Board of Directors shall levy a special assessment, subject to Subsection (c) hereof, against all Owners in the case of damage to the Association Properties and facilities, in sufficient amounts to provide funds to pay such excess cost of repair or reconstruction. Additional assessments may be made at any time during or following the completion of any repair or reconstruction. Such assessments on account of damage to the Association Properties

and facilities shall be levied against all Owners in equal proportions. Any and all sums paid to the Association under any by virtue of those special assessments provided for herein shall be deposited with the Association. The proceeds from insurance and assessment, if any, received by the Association shall be disbursed at the direction of the Board of Directors.

(c) In the event of damage or destruction by fire or other casualty to all or any part of the Association Properties and facilities, such damage or destruction shall be repaired or reconstructed unless within 60 days after the casualty an instrument requesting that the damage or destruction not be repaired or reconstructed is signed by members of the Association entitled to cast at least eighty (80%) percent of the votes of each class of members is filed with the Association's Board of Directors, in which event the damaged or destroyed area or areas shall be cleaned up and maintained in a neat and attractive condition. If, for any reason, the amount of the insurance proceeds to be paid as a result of such damage or destruction or reliable and detailed estimates of the cost or repair or reconstruction is not made available to the Association within said period of 60 days after the casualty, then such period shall be extended until such information shall be made available to the Association; provided, however, that said period of time shall in no event exceed 120 days after the casualty. No mortgagee of any Lot Owner shall have any right of participate in the determination as to whether the damage or destruction shall be repaired or reconstructed, other than as specified under other paragraphs of this instrument or in the terms of any deed of trust signed by any Lot Owner.

## ARTICLE IX

### Architectural Control

Section 1. Construction, Review And Approval. From and after the completion of construction and first sale by the Developer of each and every improved Lot situated within Saundersville Station, no house, garage, carport, stationary playhouse, outbuildings, fence, wall or other above-ground structure shall be commenced, erected or maintained upon any such Lot, nor shall any exterior addition to, change in or alteration of any of said structures be made until complete final plans and specifications showing the nature, kind, shape, height, materials, basic exterior finishes and colors, location and floor plan thereof, and showing front, side and rear elevations thereof and the names of the builder, general contractor and all subcontractors have been submitted to and approved by the Developer prior to sale of all the Lots in Saundersville Station or, after such time, by the Association's Board of Directors or by an architectural control committee composed of 3 or more persons appointed by said Board as to harmony of exterior design and general quality with the existing standards of the existing standard of the neighborhood and as to location in relation to surrounding structures and topography.

Section 2. Violations, Remedies Of Association. Any such construction made or performed without application having first been made and approval obtained, as provided above, shall be deemed in violation of this covenant and may be required to be restored to the original condition at the Owner's cost. Upon the failure or refusal of any Owner to perform the required restoration, the Association's Board of Directors, its designated committee or their authorized agents or employees may, after 14 days' notice

to such Owner, enter upon such Lot and perform such restoration as said Board or committee, in the exercise of its sole discretion, may deem necessary or advisable. Such Owner shall be personally liable for the direct and indirect costs of such restoration, and the liability for such costs shall be a permanent charge and lien upon such Lot enforceable by any appropriate proceeding in law or in equity.

## **ARTICLE X**

### **Exterior Maintenance**

Section 1. Association Properties. The responsibility for the maintenance, in a neat and attractive condition of all Association Properties and facilities, shall be as prescribed in Article VII of this Declaration.

Section 2. Lots And Improvements Thereon.

(a) All Lots subject to this Declaration, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by their respective Owners. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, grass, walks and other exterior improvements. Upon the failure or refusal of any Owner to maintain his Lot and the exterior of all improvements located thereon in a neat and attractive condition, the Association's Board of Directors, its designated committees or its authorized agents or employees, may, after 14 days' notice to such Owner, enter upon such Lot and perform such exterior maintenance as said Board or committee, in the exercise of its sole discretion, may deem necessary or advisable. Such Owner shall be personally liable to the Association for the direct and indirect costs of such

maintenance and the liability for such costs shall be a permanent charge and a lien upon such Lot, enforceable by such organization by any appropriate proceeding in law or in equity.

(b) Notwithstanding the foregoing, nothing herein contained shall apply to the maintenance of any Lot as long as title to same is held by the Developer primarily for the purpose of sale or to the parties designated as exempt under Article VI, Section 10.

## **ARTICLE XI**

### **Easements**

Section 1. General. In addition to those easements provided for elsewhere in the Declaration; those provided for in Sections 2 and 3 of this Article XI shall and do exist.

Section 2. Utilities, Etc. There is hereby granted a blanket easement upon, across, over and under the property subject to this Declaration or any portion thereof for ingress, egress, installation, replacing, repairing and maintaining a cable television system and all utilities, including, but not limited to, water, sewers, gas, telephones and electricity. By virtue of this easement, it shall be expressly permissible for the providing utility company to erect and maintain the necessary equipment to affix and maintain utility wires, circuits and conduits on, above, across and under said property or any portion thereof. The easements provided for in this Section 2 shall in no way affect any other recorded easements on said property.

Section 3. Other. There is hereby granted a blanket easement to the Association, its Officers, Directors, agents and employees, and to all policemen, firemen,

ambulance personnel and all similar persons to enter upon the property subject to this Declaration or any portion thereof in the proper performance of their respective duties. Except in the event of emergencies, the rights accompanying the easements provided for in this Section 3 shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to and with the permission of the Owner or Owners directly affected thereby.

## **ARTICLE XII**

### **Use And Building Restrictions**

Section 1. Residential Purposes. All Lots in Saundersville Station shall be, and the same hereby are, restricted exclusively to residential use. No house trailer or mobile home shall be permitted on any lot at any time except for construction purposes during the construction period or as a temporary sales office for the sale of Lots. No shack, garage, outbuilding or other appurtenant structure shall be used for residential purposes.

Section 2. Occupancy. Before any Lot may be occupied as a residence, the improvements constructed or to be constructed thereon must be substantially complete; no residence, however, may be occupied without the prior approval of the Developer.

Section 3. Building Materials. No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot except for purposes of construction on such Lot and shall not be stored on such Lot for longer than that length of time reasonably necessary, in the sole discretion of the Association's Board of Directors, for

the construction in which same is to be used.

Section 4. All residential building in Saundersville Station shall have masonry or concrete foundations. Materials and design for exterior construction must be approved by Developer until all lots have been initially sold by Developer.

Section 5. All homes in Saundersville Station shall consist of a minimum ground floor area, exclusive of garages, porches or carports, of two thousand (2,000) square feet; one and one half stories, two stories and houses with basement area, shall consist of a minimum living area of one thousand two hundred (1,200) square feet on the first floor, exclusive of garages, porches or carports. However, after completion of the first Phase, (Phase One), the total square footage of each home in the remaining Phases may be reduced to a minimum of total square footage of one thousand six hundred (1,600) square feet, exclusive of garage, porches or carports. One and one half story residences, two stories and houses with basement area shall consist of a minimum living area of one thousand (1,000) square feet on the first floor, exclusive of carports, garages or porches.

Section 6. It shall be obligatory upon all Owners of Lots in this cluster to consult with the authorities of the governing body having jurisdiction before any driveways, culverts, or other structures or grading are constructed within the limits of any dedicated roadways, and such placements or construction shall be done in accordance with the requirements of the governing body having jurisdiction in order that the roads or streets within the cluster which shall be affected by such placement or construction may not be disqualified for acceptance in the road system of the governing body having jurisdiction.



Section 7. Public utility easements, as shown on the recorded plat, shall be for the purpose of constructing, maintaining, installing and opening utilities such as gas, water, electricity, telephone and cable television. No structure of any kind shall be erected or maintained upon or over said easements, except such as are constructed for public utility purposes.

Section 8. To insure a standard of improvements satisfactory to purchasers of adjacent properties, no initial building shall be erected upon any Lot without the approval in writing of the Developer. After the first sale of the Lot and improvements thereon, the restrictions under Article IX, Architectural Control, shall apply.

Section 9. Developer may grant such variance from any building restrictions herein set forth as it deems necessary for harmonious design and construction.

Section 10. Hobbies And Activities. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly and unkept conditions, shall not be pursued or undertaken on any part of any Lot.

Section 11. Animals And Pets. Except with the written permission of the Association's Board of Directors, no stable, poultry house or yard, rabbit hutch or other similar structure shall be constructed or allowed to remain on any Lot; and no more than two domestic pets may be kept in any resident or on any Lot.

Section 12. Prohibited Activities. Noxious or offensive activities shall not be carried on upon any Lot; no residence or other structure shall be used for office or

business purposes; and residents shall refrain from any act or use of their property which could reasonably cause embarrassment, discomfort or annoyance to Owners and residents of other property made subject to this Declaration.

Section 13. Tanks. No exposed above-ground tanks will be permitted for the storage of fuel, water or any other substance.

Section 14. Mail Boxes. Mail boxes of a type consistent with the character of Saundersville Station shall be selected and placed by the Owner of each Lot and shall be maintained by the Owner to complement the residences and the neighborhood.

Section 15. Clothesline. Outside clotheslines will not be permitted on any Lot.

Section 16. Basketball Goals. All basketball goals must be placed in the rear or side yard of any Lot.

Section 17. Signs. No signs shall be erected or maintained on any Lot, except one professionally lettered, builder or realtor sign, or sign of the Owner advertising the residence and lot for sale or rent. Such signs shall not be more than 24 x 36 inches in size.

Section 18. Developer's Lots And Property Excepted. All Lots owned by the Developer or Developer's assignees primarily for the purpose of sale and all property in Saundersville Station used by the Developer for construction, development, offices, garages for equipment, storage of materials and supplies, and for sales offices and accommodations shall be exempt from Sections 1 through 18 of this Article XII.

Section 19. Fences. No fences may be constructed on any Lot except those approved in writing by the Developer.

Section 20. It is expressly understood that the Developer may grant variances or exceptions to the restrictions under this Article for good reason shown, such as causes arising from topography; however, this right granted the Developer only exists until such time as the first improvement on each Lot is sold. After all Lots are sold, such variances may only be granted by the Association in accordance with other provisions of these covenants.

### **ARTICLE XIII**

#### **General Provisions**

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit and be enforceable by the Association, the Owner of any property subject to this declaration, their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from June 1, 2000. Said covenants and restrictions may be renewed and extended, in whole or in part, beyond said thirty (30) year term for successive periods not to exceed ten (10) years each if an agreement for renewal and extension is signed by members of the Association entitled to cast at least two-thirds (2/3) of the votes in each class of members of the Association and is filed for record in the Office of the Clerk of the Register of Sumner County, Tennessee, at least 180 days prior to the effective date of such renewal and extension; provided, however, that each such agreement shall specify which of the covenants and restrictions are so renewed and extended and the term for which they are so renewed and extended. Every purchaser and guaranty of any interest in any property subject to this Declaration, by acceptance

of a deed or other conveyance thereof, thereby agrees that the covenants and restrictions of this Declaration may be renewed and extended as provided herein.

Section 2. Amendment. From and after all Phases have been annexed into this development, as above set forth, the covenants and restrictions of this Declaration may be amended at any time during the first thirty (30) year period, provided above, by an instrument signed by members of the Association entitled to cast at least 66 2/3 percent of the votes of the total membership of the Association, and, thereafter, by an instrument signed by members of the Association entitled to cast at least 66 2/3 percent of the votes of each class of members of the Association; provided, however, that any such amendment of these covenants and restrictions must be in full compliance with all applicable laws and regulations and shall not become effective until the instrument evidencing such change has been duly filed for record in the Office of the Register of Sumner County, Tennessee, and unless written notice of the proposed amendment is sent to every Owner at least 60 days in advance of any action taken. Every purchaser or grantee of any interest in any property subject to this Declaration, by acceptance of a deed or other conveyance thereof, thereby agrees that the covenants and restrictions of this Declaration may be amended as provided herein. Further provided that the restrictions relating to square footage of home construction may not be amended without the express written concurrence of Developer, as long as Developer owns any Lot in Saundersville Station.

Section 3. Notices. Any notice required to be sent to any member or Owner, pursuant to any provision of this Declaration, may be served by depositing such notice

in the mail, postage prepaid, addressed to the member or Owner to whom it is intended at his last known place of residence, or to such other address as may be furnished to the Secretary of the Association and such service shall be deemed sufficient. The date of service shall be the date of mailing.

Section 4. Enforcement. Enforcement of the covenants and restrictions contained herein and of any other provision hereof shall be by any appropriate proceeding at law or in equity against any person or persons violating or attempting to violate said covenants and restrictions or provision, either to restrain violation, to enforce personal liability, or to recover damages, or by any appropriate proceeding at law or in equity against the land to enforce any charge or lien arising by any of said covenants and restrictions or other provisions shall in no event be deemed a waiver of the right to do so thereafter. The Association shall have the first right and duty to institute appropriate proceedings for enforcement, but failure or refusal of the Association to act within a reasonable time shall authorize any affected Owner to do so at his expense.

Section 5. Assignability. Notwithstanding any other provision herein to the contrary, the Developer shall, at all times, have the right to fully transfer, convey and assign all of its right, title and interest under this Declaration, provided that such transferee, grantee or assignee shall, as the substitute Developer, take such rights subject to all obligations also contained herein.

Section 6. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or to any property shall be prohibited

or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

Section 7. Captions. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 8. Gender. The masculine gender shall be construed to include a female or any legal entity where the context so requires.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be exercised by its duly authorized Officers, and its corporate seal to be hereunto affixed, the day and year first above written.

DEVELOPER:

Page 652

HAURY AND SMITH CONTRACTORS, INC.

By:

Reese L. Smith III, Pres.

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared REESE L. Smith III, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the PRESIDENT of **HAURY AND SMITH CONTRACTORS, INC.**, the within named bargainor, a corporation, and that he as such PRESIDENT, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as PRESIDENT.

Witness my hand and seal at office in Nashville, Tennessee, this 8th day of OCTOBER, 19 98.

NOTARY PUBLIC

My commission expires: 7/24/99



Pamela L. Whitaker, Register  
Sumner County Tennessee  
Rec #: 534894 Instrument 646582  
Rec'd: 10.00 NBK: 94 Pg 302  
State: 0.00 Recorded  
Clerk: 0.00 4/14/2003 at 8:05 am  
EDP: 2.00 in Record Book  
Total: 12.00

1702 Pg 39

This Instrument Prepared By:  
✕ Gail P. Pigg, Attorney  
219 Second Avenue, North  
First Floor Suite  
Nashville, Tennessee 37201

**Supplementary Declaration  
of Covenants and Restrictions  
and Annexation for Phase 2,  
Section 2, Saundersville Station**

Date: April 8, 2003

Whereas, Section 2 of Phase 2, Saundersville Station, is a part of the Planned Unit Development known as "Saundersville Station" as set forth in Declaration of Covenants, Conditions and Restrictions of record in Book 895, Page 616, Register's Office for Sumner County, Tennessee;

Whereas, pursuant to said Declaration and the master plan of development for Saundersville Station, it is deemed desirable to annex Phase 2, Section 2 into Saundersville Station and subject to the aforesaid Declaration;

Now, therefore, for and in consideration of \$10.00, the premises and other good and valuable consideration, Developer Haury and Smith Contractors, Inc. does herewith extend the scheme of the Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Book 895, Page 616, and any amendments thereto, to Phase 2, Section 2, Saundersville Station as set forth on Plat of Record, in Plat Book 20, Page 358, Register's Office for Sumner County, Tennessee, thereby subjecting said property to the terms, conditions and restrictions therein set forth.

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In witness whereof, the Developer has caused this Supplementary Declaration to be executed by its duly authorized Officer, and its corporate seal to be hereunto affixed, the day and year first above written.

Page 40

DEVELOPER:

HAURY AND SMITH CONTRACTORS, INC.

BY: Reese L. Smith

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Reese L. Smith with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of **HAURY AND SMITH CONTRACTORS, INC.**, the within named bargainor, a corporation, and that he as such President being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal at office in Nashville, Tennessee, this 11 day of April, 2003.



David R. Gall  
NOTARY PUBLIC



8:00

Ref This Instrument Prepared By:  
Gail P. Pigg, Attorney  
219 Second Avenue, North  
First Floor Suite  
Nashville, Tennessee 37201

**Supplementary Declaration  
of Covenants and Restrictions  
and Annexation for Section 1,  
Phase 2, Saundersville Station**

Pamela L. Whitaker, Register  
Sumner County Tennessee  
Rec #: 447565 Instrument 559251  
Rec'd: 8.00 NBK: 82 Pg 270  
State: 0.00 Recorded  
Clerk: 0.00 5/29/2001 at 8:00 am  
EDP: 2.00 in Record Book  
Total: 10.00 1264 Pg 812

Date: May 22, 2001

Whereas, Phase 2 of Section 1, Saundersville Station, is a part of the Planned Unit Development known as "Saundersville Station" as set forth in Declaration of Covenants, Conditions and Restrictions of record in Book 895, Page 616, Register's Office for Sumner County, Tennessee;

Whereas, pursuant to said Declaration and the master plan of development for Saundersville Station, it is deemed desirable to annex Phase 2 into Saundersville Station and subject to the aforesaid Declaration;

Now, therefore, for and in consideration of \$10.00, the premises and other good and valuable consideration, Developer Haury and Smith Contractors, Inc. does herewith extend the scheme of the Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Book 895, Page 616, and any amendments thereto, to Section 1, Phase 2, Saundersville Station as set forth on Plat of Record, in Plat Book 18, Page 289, Register's Office for Sumner County, Tennessee, thereby subjecting said property to the terms, conditions and restrictions therein set forth.

In witness whereof, the Developer has caused this Supplementary Declaration to be executed by its duly authorized Officer, and its corporate seal to be hereunto affixed, the day and year first above written.

DEVELOPER:

HAURY AND SMITH CONTRACTORS, INC.

BY:

*H. Wayne Morrison*  
Vice-President

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared H. Wayne Morrison, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Vice President of HAURY AND SMITH CONTRACTORS, INC., the within named bargainor, a corporation, and that he as such Vice President being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President.

Witness my hand and seal at office in Nashville, Tennessee, this 22<sup>nd</sup> day of May, 2001.

*Hail B. [Signature]*  
NOTARY PUBLIC

My commission expires: 5/30/04



9:40

This Instrument Prepared By:  
Gail P. Pigg, Attorney  
219 Second Avenue, North  
First Floor Suite  
Nashville, Tennessee 37201

RET

Pamela L. Whitaker, Register  
Sumner County Tennessee  
Rec #: 519102 Instrument 630791  
Rec'd: 10.00 NBK: 92 Pg 214  
State: 0.00 Recorded  
Clerk: 0.00 12/19/2002 at 9:40 am  
EDP: 2.00 in Record Book  
Total: 12.00  
1616 Pg 432

**Supplementary Declaration  
of Covenants and Restrictions  
and Annexation for Phase 2,  
Section 2-A, Saundersville Station**

Date: Dec. 17, 2002

Whereas, Section 2-A of Phase 2, Saundersville Station, is a part of the Planned Unit Development known as "Saundersville Station" as set forth in Declaration of Covenants, Conditions and Restrictions of record in Book 895, Page 616, Register's Office for Sumner County, Tennessee;

Whereas, pursuant to said Declaration and the master plan of development for Saundersville Station, it is deemed desirable to annex Phase 2, Section 2-A into Saundersville Station and subject to the aforesaid Declaration;

Now, therefore, for and in consideration of \$10.00, the premises and other good and valuable consideration, Developer Haury and Smith Contractors, Inc. does herewith extend the scheme of the Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Book 895, Page 616, and any amendments thereto, to Phase 2, Section 2-A, Saundersville Station as set forth on Plat of Record, in Plat Book 20, Page 327 as amended in Record Book 1607, page 29, Register's Office for Sumner County, Tennessee, thereby subjecting said property to the terms, conditions and restrictions therein set forth.

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In witness whereof, the Developer has caused this Supplementary Declaration to be executed by its duly authorized Officer, and its corporate seal to be hereunto affixed, the day and year first above written.

DEVELOPER:

HAURY AND SMITH CONTRACTORS, INC.

BY:

H. Wayne Morrison  
V.P.

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Wayne Morrison, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Vice-President of **HAURY AND SMITH CONTRACTORS, INC.**, the within named bargainor, a corporation, and that he as such Vice President being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President.

Witness my hand and seal at office in Nashville, Tennessee, this 16<sup>th</sup> day of December, 2002.

Gail P. [Signature]  
NOTARY PUBLIC

My commission expires: May 30, 2004



1045  
Pamela L. Whitaker, Register  
Sumner County Tennessee  
Rec #: 583133 Instrument 706947  
Rec'd: 10.00 NBK: 103 Pg 24  
State: 0.00 Recorded  
Clerk: 0.00 6/16/2004 at 10:45 am  
EDP: 2.00 in Record Book  
Total: 12.00

2030 P3 804

This Instrument Prepared By:  
Gail P. Pigg, Attorney  
219 Second Avenue, North  
First Floor Suite  
Nashville, Tennessee 37201

**Supplementary Declaration  
of Covenants and Restrictions  
and Annexation for Phase 2,  
Section 3, Saundersville Station**

Date: June 14, 2004

Whereas, Phase 2, Section 3 of Saundersville Station is a part of the Planned Unit Development known as "Saundersville Station" as set forth in Declaration of Covenants, Conditions and Restrictions of record in Book 895, Page 616, Register's Office for Sumner County, Tennessee;

Whereas, pursuant to said Declaration and the master plan of development for Saundersville Station, it is deemed desirable to annex Phase 2, Section 3 into Saundersville Station and subject to the aforesaid Declaration;

Now, therefore, for and in consideration of \$10.00, the premises and other good and valuable consideration, Developer Haury and Smith Contractors, Inc. does herewith extend the scheme of the Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Book 895, Page 616, and any amendments thereto, to Phase 2, Section 3, Saundersville Station as set forth on Plat of Record, in Plat Book 21, Page 292, Register's Office for Sumner County, Tennessee, thereby subjecting said property to the terms, conditions and restrictions therein set forth.

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In witness whereof, the Developer has caused this Supplementary Declaration to be executed by its duly authorized Officer, and its corporate seal to be hereunto affixed, the day and year first above written.

Page 805

DEVELOPER:

HAURY AND SMITH CONTRACTORS, INC.

BY: *Randall Toney*

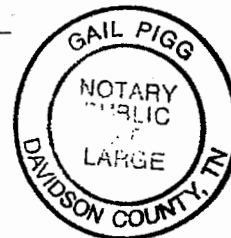
STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared *Randall Toney*, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the *Sec - Treas* of **HAURY AND SMITH CONTRACTORS, INC.**, the within named bargainor, a corporation, and that he as such *Sec Treas* being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as *Sec Treas*.

Witness my hand and seal at office in Nashville, Tennessee, this *14<sup>th</sup>* day of *June*, 2004.

*Gail Pigg*  
NOTARY PUBLIC

My commission expires: May 24, 2008



1:08

Pamela L. Whitaker, Register  
Sumner County Tennessee  
Rec #: 646280  
Rec'd: 15.00 Instrument #: 801689  
State: 0.00  
Clerk: 0.00 Recorded  
EDP: 2.00 7/13/2006 at 1:08 PM  
Total: 17.00 in  
Record Book 2545 Pgs 334-336

This instrument prepared by:  
David J. Luckey  
SOUTHEASTERN BUILDING CORPORATION  
201 Molly Walton Drive  
Hendersonville, TN 37075

Ref

## AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SAUNDERSVILLE STATION

THIS AMENDMENT TO DECLARATION, made on or as of the date hereinafter set forth by Southeastern Building Corporation and Wyncrest Development Joint Venture, (hereinafter "Developers");

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 895, page 616, and Supplementary Declarations of record in Record Book 1264, page 812, Record Book 1616, page 432, Record Book 1702, page 39, and Record Book 2030, page 804, Register's Office for Sumner County, Tennessee, (the "Declaration"), Developer imposed upon the Property certain covenants, conditions and restrictions; and

WHEREAS, Developers desire to modify certain terms and provisions of the Declaration and hereby adopt this Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station.

### WITNESSETH:

Article XII, Section 19, (Declaration) is hereby deleted in its entirety and the following is substituted therefor:

Section 19 Fences. No fence shall be constructed or erected on any Lot unless the design, location and building material thereof has been approved prior thereto by the Architectural Control Committee in writing. No fence constructed or erected on any Lot shall extend forward of the front line of the Unit on said Lot. And, no fence will be constructed without using suitable building materials. No wire or chain link fences will be allowed.

Fences that are acceptable are as listed below:

1. Aluminum or wrought iron: 4' to 6' in height with tapered tip pickets.  
Fences are to be black in color.
2. Wood privacy fence 6' in height with panels abutted with dog eared tops.

Both fences to be professionally maintained and installed. Wood fences must be sealed on an annual basis. The above listed fences are a guide only. All fences must be approved through the Architectural Control Committee.

Wood, aluminum, or wrought iron fences that are not maintained shall be subject to action by the Board of Directors of the Homeowners Association. Action shall not be limited to repair, replacement, or removal of said fence and cost is to be reimbursable to the association per the Restrictions and Covenants of Saundersville Station.

Developers do hereby ratify the provisions of the instrument as amended hereby, and further declare their intention that those portions of the referenced document which are not specifically or necessarily amended by this instrument shall remain as written.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 27<sup>th</sup> day of April, 2005.


**DEVELOPERS:**

**SOUTHEASTERN BUILDING CORPORATION**

By:   
David J. Luckey President

**WYNCREST DEVELOPMENT JOINT VENTURE, a joint venture composed of Southeastern Building Corporation, a Tennessee corporation, and Southeastern Residential Development, a Tennessee general partnership**

**BY: Southeastern Building Corporation,  
A Tennessee corporation**

By:   
David J. Luckey, President

**BY: Southeastern Residential Development,  
A Tennessee general partnership**

By:   
David J. Luckey, Partner

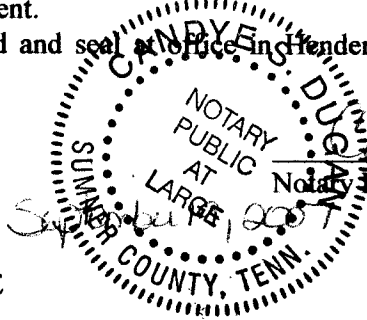


STATE OF TENNESSEE  
COUNTY OF SUMNER

Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David J. Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be President of Southeastern Building Corporation, the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

Witness my hand and seal at office in Hendersonville, Tennessee, this 27th day of April, 2005.

My Commission Expires:

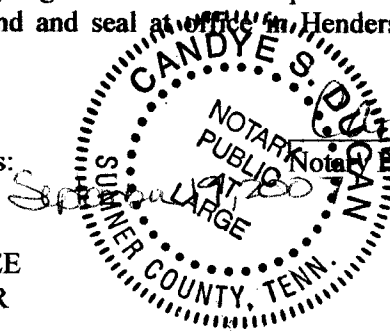


STATE OF TENNESSEE  
COUNTY OF SUMNER

Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David J. Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be President of Southeastern Building Corporation, the within named bargainor, a corporation, joint venturer of Wyncrest Development Joint Venture, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

Witness my hand and seal at office in Hendersonville, Tennessee, this 27th day of April, 2005.

My Commission Expires:

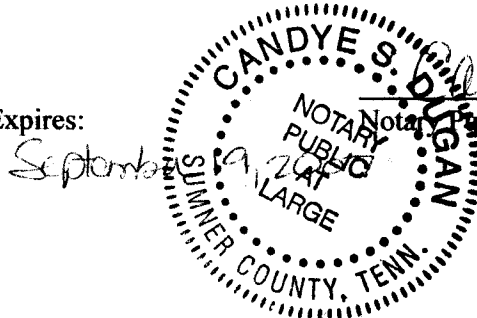


STATE OF TENNESSEE  
COUNTY OF SUMNER

Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David J. Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be Partner of Southeastern Residential Development, the within named bargainor, a general partnership, joint venturer of Wyncrest Development Joint Venture, and that he as such Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as such Partner.

Witness my hand and seal at office in Hendersonville, Tennessee, this 27th day of April, 2005.

My Commission Expires:



This instrument prepared by:  
Steven G. Waters, PLLC  
100 Bluegrass Commons Blvd., Ste. 115  
Hendersonville, TN 37075

12:45

Pamela L. Whitaker, Register  
Sumner County Tennessee  
Rec #: 665771  
Rec'd: 25.00 Instrument #: 832077  
State: 0.00  
Clerk: 0.00  
EDP: 2.00 Recorded  
Total: 27.00 3/7/2007 at 12:45 PM  
in  
Record Book 2709 Pgs 28-32

## SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SAUNDERSVILLE STATION

THIS AMENDMENT TO DECLARATION, made on or as of the date hereinafter set forth by Southeastern Building Corporation and Wyncrest Development Joint Venture, (hereinafter "Developers");

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 895, page 616, and Supplementary Declarations of record in Record Book 1264, page 812, Record Book 1616, page 432, Record Book 1702, page 39, and Record Book 2030, page 804, as amended by Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 2545, page 334, Register's Office for Sumner County, Tennessee, (the "Declaration"), Developer imposed upon the Property certain covenants, conditions and restrictions; and

WHEREAS, the undersigned has accepted assignment of all rights to act and exercise all rights, title, interest, powers, privileges, benefits and obligations as the Developer under the Declaration pursuant to Assignment of Developer's Rights of record in Record Book 2709, page 24, Register's Office for Sumner County, Tennessee; and

WHEREAS, Developers desire to modify certain terms and provisions of the Declaration and hereby adopt this Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station.

### WITNESSETH:

1. Article II, Section 2, (Declaration) is hereby deleted in its entirety and the following is substituted therefore:

Section 2.      Additions To Existing Property. Additional lands may become subject to this Declaration in the following manner:

**The Developer, its heirs and assigns shall have the right to bring within the schedule of this Declaration additional properties in future stages of development in accord with a master plan of development on properties for additional stages of Saundersville Station and contemplates that additional Sections shall become an addition to the existing property and subject to this Declaration for an estimated total of 435 lots. However, it is expressly understood that Developer, at its option, may limit the number of lots to be annexed as a part of this Declaration to 182 lots, more or less, as determined by Developer. The location of said 182 lots will be contiguous as appropriate for this regime. Developer, at its option, may establish a separate association, subject to its own covenants, conditions and restrictions for the remaining lots.**

**Thus, at Developer's option, the development may be divided into two separate associations as herein above set forth.**

The additions authorized hereunder shall be made by filing of record a Supplementary Declaration of covenants and restrictions with respect to the additional property, which shall extend the scheme of the covenants and restrictions of this Declaration to such property. The additions authorized hereunder may be annexed by Developer without the consent of the members within twenty (20) years six (6) months of the date of this instrument. The Developer retains the right to make lot adjustments for purposes of beautification and other adjustments in keeping with proper construction practices and customs. Such Supplementary Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to satisfy topographic conditions as may be necessary to reflect the different character, if any, of the added properties, including reduction or increase in lot size. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the Existing Property.

2. Article IV, Section 2 (Declaration), is hereby deleted in its entirety and the following is substituted therefore:

Section 2.      Voting Rights. 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 among themselves determine, but in no event shall more than one vote be cast with respect to a Lot.

Class B.      The Class B member(s) shall be the Developer 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:

- (a)      When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b)      When the Developer relinquishes its board seats.

3. Article VI, Section 6, Item (ii), (Declaration) is hereby deleted in its entirety and the following is substituted therefore:

(ii)      Special assessments in the amount of \$600.00 or less per lot shall require the assent of fifty-one percent (51%) of the total votes of all classes of members who are voting in person or by proxy or through a representative (as provided for in the By-Laws of the Association) at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

4. Article VI, Section 10, (Declaration) is hereby deleted in its entirety and the following is substituted therefor:

Section 10. Exempt Property. Each lot situated within Saundersville Station shall be exempt from the assessments, charges and liens created herein until conveyed by the Developer or his assignee to another Owner. It is expressly understood that Haury and Smith Contractors, Inc., Wyncrest Development Joint Venture, Southeastern Building Corporation and/or any other builder are construed to be exempt under this provision until any house constructed by such party or entity is occupied or sold, whichever first occurs. Any unimproved lot sold by Developer to a contractor who is not a subsidiary of Developer is exempt from assessments until any house constructed by such party or entity is occupied or sold, whichever first occurs. The following property, subject to this Declaration, shall also be exempt from the assessments, charges and liens created herein:

(a) All properties to the extent of any easement or other interest therein dedicated to and accepted by a local public authority and devoted to public use.

5. Article XII, Section 3, (Declaration) is hereby deleted in its entirety and the following is substituted therefor:


Section 3. Building Materials. No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot except for purposes of construction on such Lot and shall not be stored on such Lot for longer than that length of time reasonably necessary, in the sole discretion of the Association's Board of Directors or Developer, for the construction in which same is to be used.

Developers do hereby ratify the provisions of the instrument as amended hereby, and further declare their intention that those portions of the referenced document which are not specifically or necessarily amended by this instrument shall remain as written.

Nov IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 21 day of \_\_\_\_\_, 2006.

**DEVELOPERS:**

**SOUTHEASTERN BUILDING CORPORATION**

By:   
David J. Luckey President

WYNCREST DEVELOPMENT JOINT VENTURE, a joint venture composed of Southeastern Building Corporation, a Tennessee corporation, and Southeastern Residential Development, a Tennessee general partnership

BY: Southeastern Building Corporation,  
A Tennessee corporation

By: [Signature]  
David J. Luckey, President

BY: Southeastern Residential Development,  
A Tennessee general partnership

By: [Signature]  
David J. Luckey, Partner

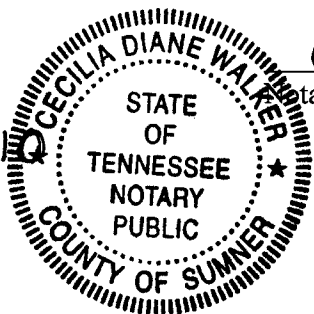
STATE OF TENNESSEE  
COUNTY OF SUMNER

Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David J. Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be President of Southeastern Building Corporation, the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

Witness my hand and seal at office in Hendersonville, Tennessee, this 21 day of November, 2006.

My Commission Expires:

October 5, 2010



Cecilia Diane Walker  
Notary Public

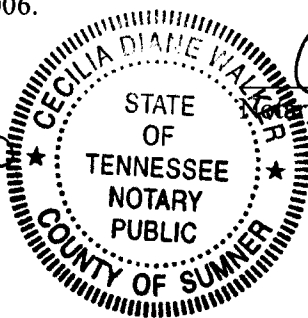
STATE OF TENNESSEE  
COUNTY OF SUMNER

Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David J. Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be President of Southeastern Building Corporation, the within named bargainor, a corporation, joint venture of Wyncrest Development Joint Venture, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

Witness my hand and seal at office in Hendersonville, Tennessee, this 21<sup>st</sup> day of November, 2006.

My Commission Expires:

October 5, 2010



Cecilia Diane Walker  
Notary Public

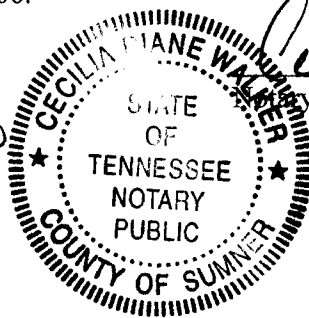
STATE OF TENNESSEE  
COUNTY OF SUMNER

Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David J. Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be Partner of Southeastern Residential Development, the within named bargainor, a general partnership, joint venture of Wyncrest Development Joint Venture, and that he as such Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as such Partner.

Witness my hand and seal at office in Hendersonville, Tennessee, this 21<sup>st</sup> day of November, 2006.

My Commission Expires:

October 5, 2010



Cecilia Diane Walker  
Notary Public

This instrument prepared by:  
Steven G. Waters, PLLC  
100 Bluegrass Commons Blvd.  
Suite 115  
Hendersonville, TN 37075

Pamela L. Whitaker, Register  
Sumner County Tennessee  
Rec #: 665771  
Rec'd: 45.00 Instrument #: 832078  
State: 0.00  
Clerk: 0.00 Recorded  
BDP: 2.00 3/7/2007 at 12:45 PM  
Total: 47.00 in  
Record Book 2709 Pgs 33-41

## BY-LAWS OF SAUNDERSVILLE STATION, INC.

THESE BY-LAWS OF SAUNDERSVILLE STATION, INC., made on or as of the date hereinafter set forth by all of the directors of Saundersville Station, Inc.;

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 895, page 616, and Supplementary Declarations of record in Record Book 1264, page 812, Record Book 1616, page 432, Record Book 1702, page 39, and Record Book 2030, page 804, and as amended by Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 2545, page 334, and Second Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 2709, page 28, Register's Office for Sumner County, Tennessee ( the "Declaration"), certain covenants, conditions and restrictions were placed upon Saundersville Station; and

WHEREAS, these By-Laws of Saundersville Station, Inc. are hereby incorporated into the Declaration.

### ARTICLE I DEFINITIONS

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

Section 1. "Association" shall mean Saundersville Station, Inc., a Tennessee not-for-profit corporation, its successors and assigns, which has as its members all owners of Lots in Saundersville Station. "Charter" shall mean the Articles of Incorporation of the Association as filed with the Office of the Secretary of State for Tennessee.

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

Section 3. "Declaration" shall mean the instrument headed "Declaration of Covenants, Conditions and Restrictions for Saundersville Station" recorded in Record Book 895, page 616, as amended in Record Book 1264, page 812, Record Book 1616, page 432, Record Book 1702, page 39, Record Book 2030, page 804, and Record Book 2545, page 334, Register's Office for Sumner County, Tennessee, and as hereafter amended.

Section 4. "Developer" shall have the meaning given to it in the Declaration.

Section 5. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.

Section 6. "Association Properties" shall have the meaning given it in the Declaration.

Section 7. "Lot" shall have the meaning given it in the Declaration.

Section 8. "Owner" shall have the meaning given it in the Declaration.

Section 9. "Sandersville Station" shall have the meaning given it in the Declaration.

## ARTICLE II NAME AND LOCATION

The name of the Association is Saundersville Station, Inc. The principal office of the Association shall be located at 201 Molly Walton Drive, Hendersonville, Tennessee. Meetings of members and directors may be held at such places within the State of Tennessee, County of Sumner, as may be designated by the Board of Directors.

## ARTICLE III MEETINGS AND MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association or upon the Developer calling said meeting, whichever occurs later. Each subsequent regular annual meeting of the Members shall be held within fifteen days of the anniversary of the first regular annual meeting each year thereafter, at the hour of either 6:00 p.m. or 7:00 p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

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

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the discretion of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fourteen (14) days before such meeting to each Member entitled to vote at the meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, thirty percent (30%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Charter, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at the meeting shall have the power to adjourn the meeting from



time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

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

#### ARTICLE IV BOARD OF DIRECTORS

Section 1.      Number. The affairs of the Association shall be managed by a Board of Directors. The initial Board of Directors of the Association shall consist of three (3) persons, who need not be Members of the Association, who shall be appointed by the Developer and who shall serve until the first annual meeting of the Members. From the first annual meeting of the Members and thereafter, the Board of Directors shall consist of seven (7) directors who need not be Members of the Association. Developer maintains four (4) member seats until he relinquishes seats to said Association.

Section 2.      Term of Office. Shall be until the developer relinquishes his four (4) seats and the remaining three (3) directors shall be elected for terms as follows: one director for a term of one year, one director for a term of two years and one director for a term or three years. Thereafter directors shall be elected for a term of one year for the vacancies that are to be filled.

Section 2a.      Term of Office: After the developer relinquishes seats. At the first annual meeting following the transfer of seats to the association from the developer, the Members shall elect three directors for a term of one year, two directors for a term of two years and two directors for a term of three years. Thereafter, at each annual meeting the members shall elect directors for a term of three years for the vacancies that are to be filled. This does not void Developer's voting rights concerning class B stock.

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

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

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

#### ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1.      Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nomination may also be made from the floor at the annual

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

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cause, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at intervals established by the Board without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. The Board shall meet at least monthly for the first year and thereafter at least quarterly.

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

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

## ARTICLE VII POWERS AND DUTIES

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

- (a) Adopt and publish rules and regulations governing the use of the Association Properties and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Charter or the Declaration;

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

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

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

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

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

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

(1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and

(2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

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

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

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

(f) Cause all officers or employees having fiscal responsibilities to be insured with an appropriate policy of insurance.

(g) Cause the Association Properties to be maintained.

ARTICLE VIII  
OFFICERS AND THEIR DUTIES

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX  
COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose. The Architectural Control Committee shall consist of the Board and/or the Developer individually until such time as the Developer relinquishes his seats or empowers the Board to appoint an Architectural Control Committee.

ARTICLE X  
BOOKS AND RECORDS

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

ARTICLE XI  
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall be subject to a late charge in an amount established by the Board of Directors and shall bear interest from the date of delinquency at the maximum 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, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Association Properties or abandonment of his Lot.

ARTICLE XII  
AMENDMENTS

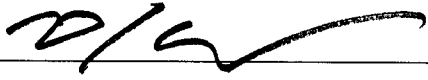
Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person, or by proxy. The Developer may amend these By-Laws as long as there are board seats held by the developer or Class B shares are held by the developer.

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

ARTICLE XIII  
MISCELLANEOUS

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

IN WITNESS WHEREOF, we being all of the directors of Saundersville Station, Inc. have hereunto set our hands this 21 day of November, 2006.

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

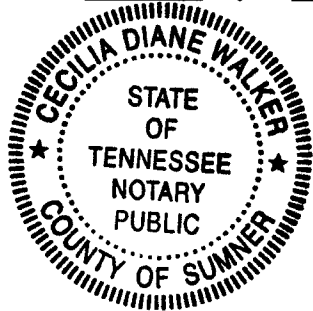
CERTIFICATE

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of Saundersville Station, Inc., a Tennessee not-for-profit corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 21<sup>st</sup> day of November, 2006.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 21<sup>st</sup> day of November, 2006.



My Commission expires:  
October 5, 2010

Cecilia Diane Walker  
SECRETARY

~~DA~~

Cecilia Diane Walker  
Notary Public

Pamela L. Whitaker, Register  
Sumner County Tennessee  
Rec #: 676441  
Rec'd: 15.00 Instrument #: 848267  
State: 0.00  
Clerk: 0.00 Recorded  
EDP: 2.00 7/12/2007 at 1:05 PM  
Total: 17.00 in  
Record Book 2794 Pgs 361-363

This instrument prepared by:  
Steven G. Waters, PLIC  
100 Bluegrass Commons Blvd., Ste. 115  
Hendersonville, TN 37075

**THIRD AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SAUNDERSVILLE STATION  
(including subjection of additional land)**

THIS AMENDMENT TO DECLARATION, made on or as of the date hereinafter set forth by Southeastern Building Corporation and Wyncrest Development Joint Venture, (hereinafter "Developers");

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 895, page 616, and Supplementary Declarations of record in Record Book 1264, page 812, Record Book 1616, page 432, Record Book 1702, page 39, and Record Book 2030, page 804, as amended by Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 2545, page 334, Register's Office for Sumner County, Tennessee, and Second Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 2709, page 28, Register's Office for Sumner County, Tennessee (the "Declaration"), Developer imposed upon the Property certain covenants, conditions and restrictions; and

WHEREAS, the undersigned has accepted assignment of all rights to act and exercise all rights, title, interest, powers, privileges, benefits and obligations as the Developer under the Declaration pursuant to Assignment of Developer's Rights of record in Record Book 2709, page 24, Register's Office for Sumner County, Tennessee; and

WHEREAS, Developers desire to modify certain terms and provisions of the Declaration and hereby adopt this Third Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station.

WITNESSETH:

Developers hereby declare that the tracts or parcels of land located in Sumner County, Tennessee, being known as lots shown on the Final Plat of Saundersville Station, Phase 3, which appears of record in Plat Book 23, pages 137-142, Register's Office for Sumner County, Tennessee, (the "Property") are hereby, and shall be by this Instrument, annexed to, and shall be held, transferred, sold and conveyed subject to the Declaration, as hereby and hereafter amended. The Property shall be subject to all of the terms, covenants, requirements and conditions of the Declaration, the provisions of which are hereby specifically incorporated by reference, and all references therein to any property included within the Declaration shall be deemed to include and encompass the Property.

Developers do hereby ratify the provisions of the instrument as amended hereby, and further declare their intention that those portions of the referenced document which are not specifically or necessarily amended by this instrument shall remain as written.



IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 11 day of July, 2007.

**DEVELOPERS:**

**SOUTHEASTERN BUILDING CORPORATION**

By: [Signature]  
David J. Luckey President

**WYNCREST DEVELOPMENT JOINT VENTURE, a joint venture composed of Southeastern Building Corporation, a Tennessee corporation, and David Luckey**

**BY: Southeastern Building Corporation,  
A Tennessee corporation**

By: [Signature]  
David J. Luckey, President

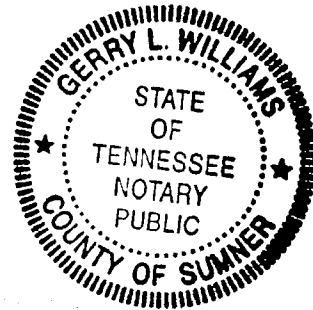
BY: [Signature]  
David Luckey

STATE OF TENNESSEE  
COUNTY OF SUMNER

Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David J. Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be President of Southeastern Building Corporation, the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

Witness my hand and seal at office in Hendersonville, Tennessee, this 11 day of July, 2007.

My Commission Expires: Oct. 5, 2010 Gerry L. Williams  
Notary Public



STATE OF TENNESSEE  
COUNTY OF SUMNER

Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David J. Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be President of Southeastern Building Corporation, the within named bargainor, a corporation, joint venturer of Wyncrest Development Joint Venture, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

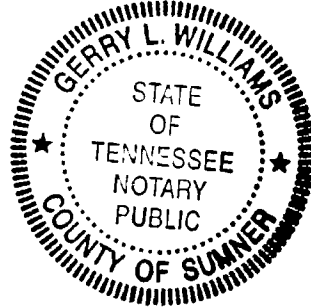
Witness my hand and seal at office in Hendersonville, Tennessee, this 11 day of July, 2007.

My Commission Expires:

Oct. 5, 2010

Notary Public

Gerry L. Williams



STATE OF TENNESSEE  
COUNTY OF SUMNER

Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be joint venturer of Wyncrest Development Joint Venture, the within named bargainor, a joint venture, and that he as such joint venturer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the joint venture by himself as such joint venturer.

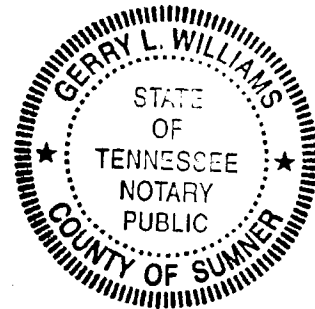
Witness my hand and seal at office in Hendersonville, Tennessee, this 11 day of July, 2007.

My Commission Expires:

Oct. 5, 2010

Notary Public

Gerry L. Williams



10:50  
5

Pamela L. Whitaker, Register  
Sumner County Tennessee  
Rec #: 724761  
Rec'd: 20.00 Instrument #: 922390  
State: 0.00  
Clerk: 0.00 Recorded  
SDP: 2.00 6/30/2009 at 10:50 AM  
Total: 22.00 in  
Record Book 3152 Pgs 277-280

This instrument prepared by:  
Steven G. Waters, PLLC  
100 Bluegrass Commons Blvd., Ste. 115  
Hendersonville, TN 37075

**FOURTH AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SAUNDERSVILLE STATION  
(including subjection of additional land)**

THIS AMENDMENT TO DECLARATION, made on or as of the date hereinafter set forth by Southeastern Building Corporation and Wyncrest Development Joint Venture, (hereinafter "Developers");

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 895, page 616, and Supplementary Declarations of record in Record Book 1264, page 812, Record Book 1616, page 432, Record Book 1702, page 39, and Record Book 2030, page 804, as amended by Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 2545, page 334, Register's Office for Sumner County, Tennessee, and Second Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 2709, page 28, Register's Office for Sumner County, Tennessee, and Third Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 2794, page 362, Register's Office for Sumner County, Tennessee (the "Declaration"), Developer imposed upon the Property certain covenants, conditions and restrictions; and

WHEREAS, the undersigned has accepted assignment of all rights to act and exercise all rights, title, interest, powers, privileges, benefits and obligations as the Developer under the Declaration pursuant to Assignment of Developer's Rights of record in Record Book 2709, page 24, Register's Office for Sumner County, Tennessee; and

WHEREAS, Developers desire to modify certain terms and provisions of the Declaration and hereby adopt this Third Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station.

WITNESSETH:

1. Annexation.

Developers hereby declare that the tracts or parcels of land located in Sumner County, Tennessee, being known as lots shown on the Final Plat of Saundersville Station, Phase 5 Section 1, which appears of record in Plat Book 26, Page 44, Register's Office for Sumner County, Tennessee, (the "Property") are hereby, and shall be by this Instrument, annexed to, and shall be held, transferred, sold and conveyed subject to the Declaration, as hereby and hereafter amended. The Property shall be subject to all of the terms, covenants, requirements and conditions of the Declaration, the provisions of which are hereby specifically incorporated by reference, and all references therein

*St. Southeastern Building*

to any property included within the Declaration shall be deemed to include and encompass the Property.

2. Article 6 is hereby amended to add Section 11.

Section 11. Villas Section. The previous Sections notwithstanding: the Villas, hereafter defined, shall have Landscape Maintenance, hereafter defined, Common Building Maintenance, hereafter defined, and Street Maintenance, hereafter defined, provided by the Association. For the purpose of the Villas, Landscape Maintenance shall be described as lawn mowing, mulching, annual trimming of beds, and normal care of landscaping beds installed as part of the original home production in the front and rear yard and any side yard not enclosed by fence as well as other issues to be determined by the Association's Board of Directors. Common Building Maintenance for the Villas shall be comprised of the replacement of roofing associated with the common structure and other issues to be determined by the Association's Board of Directors. Street Maintenance for the Villas shall be comprised of repair and or replacement of the asphalt streets and curb and gutter and other issues to be determined by the Association's Board of Directors.

The initial amount set by the Developer for the Villas as \$125 per month or \$375 per quarter. The roofing reserve and any other common Building maintenance for the townhomes shall be set at an additional \$25 per month or \$75 per quarter. There shall be no annual Assessment for a Class B lot Owner. All initiation fees for the benefit of the Association shall be levied upon the transfer of a lot to the first lot homeowner. The fee shall be established by the Developer, but in no case be less than \$500 per lot.

Villas are defined as Lots 318, 319, 320, 321, 322, 323, 412, 413, 414, and 415 in Saundersville Station Phase 5 Section 1 which appears in Plat Book 26, Page 44, Register's Office for Sumner County, Tennessee, only, and are not imposed on lots in Saundersville Station Phase 1, Phase 2 Section 1, Phase 2 Section 2, Phase 2 Section 2A, Phase 2 Section 3, or Phase 3.

2. Article 12 Section 5 is hereby amended to add the following sentence:

Section 5. Houses located in the Villas Section, hereafter defined, shall have a minimum floor area, exclusive of garages, carports, or porches, of 1,250 total square feet in the house. If porches are screened, covered or enclosed they can be include in the total square feet of the house.

Developers do hereby ratify the provisions of the instrument as amended hereby, and further declare their intention that those portions of the referenced document which are not specifically or necessarily amended by this instrument shall remain as written.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 30 day of June, 2009.


**DEVELOPERS:**


**SOUTHEASTERN BUILDING CORPORATION**

By:   
David J. Luckey President

**WYNCREST DEVELOPMENT JOINT VENTURE, a joint venture composed of Southeastern Building Corporation, a Tennessee corporation, and David Luckey**

**BY: Southeastern Building Corporation,  
A Tennessee corporation**

By:   
David J. Luckey, President

BY:   
David Luckey

STATE OF TENNESSEE  
COUNTY OF SUMNER

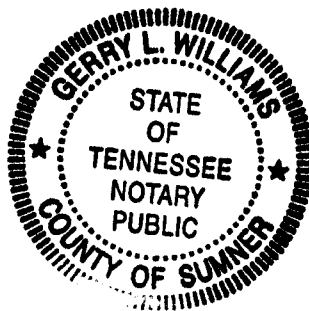
Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David J. Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be President of Southeastern Building Corporation, the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

Witness my hand and seal at office in Hendersonville, Tennessee, this 30 day of June, 2009.

My Commission Expires:

Oct. 5, 2010

Notary Public



STATE OF TENNESSEE  
COUNTY OF SUMNER

Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David J. Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be President of Southeastern Building Corporation, the within named bargainor, a corporation, joint venturer of Wyncrest Development Joint Venture, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

Witness my hand and seal at office in Hendersonville, Tennessee, this 30 day of June, 2009.

My Commission Expires: Oct. 5, 2010  Notary Public

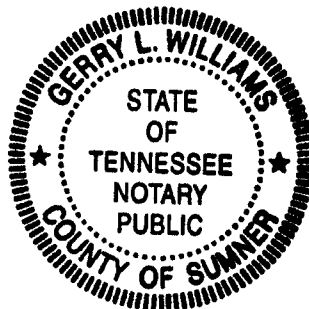


STATE OF TENNESSEE  
COUNTY OF SUMNER

Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be joint venturer of Wyncrest Development Joint Venture, the within named bargainor, a joint venture, and that he as such joint venturer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the joint venture by himself as such joint venturer.

Witness my hand and seal at office in Hendersonville, Tennessee, this 30 day of June, 2009.

My Commission Expires: Oct. 5, 2010  Notary Public



THIS INSTRUMENT PREPARED BY:  
Gail P. Pigg, Attorney  
219 2nd Avenue, North  
Nashville, TN 37201

②  
1:57

**DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR**

Pamela L. Whitaker, Register  
Sumner County Tennessee  
Rec #: 341475 Instrument 453161  
Rec'd: 148.00 NBK: 68 Pg 308  
Clerk: 0.00 Recorded  
EDP: 0.00 11/13/1998 at 1:57 PM  
Total: 150.00 in Record Book  
895 Pg 616

**SAUNDERSVILLE STATION**

**THIS DECLARATION**, made this 8<sup>th</sup> day of October, 19 98, by Haury  
and Smith Contractors, Inc., a Tennessee Corporation, hereinafter called the "Developer";

**WITNESSETH:**

Whereas, the Developer is the owner of the real property described in Article II of  
this Declaration and desires to create thereon an exclusive residential community to be  
named "Saundersville Station", with a playground, greenbelts, a swimming pool, a  
clubhouse, two tennis courts and open spaces, for the benefit of the said community  
through the granting of specific rights, privileges and easements of enjoyment which may  
be shared and enjoyed by all residents of Saundersville Station; and

Whereas, the Developer desires to insure the attractiveness of the individual lots  
and community facilities within Saundersville Station and to prevent any future impairment  
thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities  
of the said property and to provide for the maintenance and operation of said playground,  
swimming pool, clubhouse, tennis courts and open spaces; and, to this end, desires to  
subject the real property described in Article II of this Declaration to the covenants,  
conditions, restrictions, easements, agreements, charges and liens (hereinafter sometimes  
referred to as the "covenants and restrictions") hereinafter set forth, each and all of which

is and are for the benefit of said property and each owner thereof; and

Whereas, the Developer desires that such playground, greenbelts, swimming pool, clubhouse, tennis courts and open spaces be owned, maintained and administered exclusively for the benefit of all residents of Saundersville Station, and be designated "ASSOCIATION PROPERTIES"; and

Whereas, the Developer has deemed it desirable, for the efficient preservation, protection and enhancement of the values and amenities in Saundersville Station and to insure the residents' enjoyment of the specific rights, privileges and easements in the Association Properties and facilities, to create an organization to which should be delegated and assigned the powers of owning, maintaining and administering the Association Properties and facilities, administering and enforcing the covenants and restrictions related thereto and collecting and disbursing the Association assessments and charges hereinafter created; and

Whereas, Saundersville Station, Inc., (hereinafter sometimes referred to as the "Association"), has been incorporated under the laws of the State of Tennessee, as a non-profit corporation, for the purpose of exercising the functions aforesaid within the property described and referred to in Article II of this Declaration;

Now, therefore, the Developer declares that the real property described in Article II of this Declaration is and shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Declaration and to the covenants and restrictions hereinafter set forth. Every grantee of any interest in such real property, by acceptance of a deed or other conveyance of such interest, whether or not it shall be so



expressed in any such deed or other conveyance, whether or not such deed or other conveyance shall be signed by such person and whether or not such person shall otherwise consent in writing, shall take subject to this Declaration and to the covenants and restrictions hereof and shall be deemed to have assented to said covenants and restrictions.

## **ARTICLE I**

### **Definitions**

Section 1. Definitions. The following words when used in this Declaration; unless the context shall prohibit, shall have the following meanings:

(a) "Association" shall mean and refer to Saundersville Stations, Inc., a non-profit corporation under the laws of the State of Tennessee, incorporated and organized for the purpose of owning, maintaining and administering the Association properties and facilities and administering and enforcing the covenants and restrictions related hereto.

(b) "Saundersville Station" shall mean and refer to all that tract or parcel of land described in Article II of this Declaration.

(c) "Association Properties" shall mean and refer to all lands described as "open space" on the Plan of Phase I, Final Subdivision Plat, Saundersville Station, of record in Plat Book 17, page 238, said Register's Office, including the common areas in all subsequent annexed Sections.

(d) "Lot" shall mean and refer to any plot of land shown as a numbered parcel on the plat or survey referred to in Article II of this

Declaration, as the same may be revised, modified or amended from time to time and any additional sections as referred to therein.

(e) "Person" shall mean and refer to an individual, corporation, partnership, association, trust or any other legal entity.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any lot, excluding, however, those persons having such interest merely as security for the performance of an obligation.

(g) "Developer" shall mean and refer to Haury and Smith Contractors, Inc., having its principal office at Nashville, Davidson County, Tennessee, its successors and assigns.

(h) "Mortgage" shall mean and refer to any security instrument by means of which title to property is conveyed or encumbered to secure a debt.

(i) "Mortgagee" shall mean and refer to any one or more persons who hold a recorded or unrecorded mortgage or mortgages.

## ARTICLE II

### Property Subject To This Declaration

Section 1. Property Hereby Subjected To The Declaration. The real property which is and shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered, subject to this Declaration is that certain tract of land lying and being in the City of Hendersonville, Sumner County, State of Tennessee,

subdivided as Saundersville Station into several "Phases". Phase One being shown on plat of survey made by Daniels & Associates, License No. 1489, Job No. 96-035, recorded in Plat Book 17, page 238, in the Office of the Register of Sumner County, Tennessee. Reference is hereby made to said plat for a complete description of the property, subject to this Declaration. The remaining Sections of Saundersville Station shall be laid out and subdivided by the Developer in harmony with and contiguous to said Phase One, with plats of survey being likewise filed in the Office of said Register. Subject to the provisions of Section 2 below, each Section, as developed, will likewise be subject to these covenants, conditions and restrictions and made a part hereof in the manner set forth in the following paragraphs, and the common area, as described in the attached exhibit, shall be shared by all owners of the various Sections of Saundersville Station in accordance with the terms of this instrument.

Section 2. Additions To Existing Property. Additional lands may become subject to this Declaration in the following manner:

**The Developer, its heirs and assigns shall have the right to bring within the scheme of this Declaration additional properties in future stages of development in accord with a master plan of development. The Developer has prepared a master plan of development on properties for additional stages of Saundersville Station and contemplates that additional Sections shall become an addition to the existing property and subject to this Declaration for an estimated total of 435 lots. However, it is expressly understood that Developer, at its option, may limit the number of lots to be annexed as a part of this Declaration to 182 lots, more or less, as determined by Developer. The location of said 182 lots will be contiguous as appropriate for this regime. Developer, at its option, may establish a separate association, subject to its own covenants, conditions and restrictions for the remaining lots. Thus, at Developer's option, the development may be divided into two separate associations as herein above set forth.**

The additions authorized hereunder shall be made by filing of record a Supplementary Declaration of covenants and restrictions with respect to the additional property, which shall extend the scheme of the covenants and restrictions of this Declaration to such property. The additions authorized hereunder may be annexed by Developer without the consent of the members within ten (10) years six (6) months of the date of this instrument. The Developer retains the right to make lot adjustments for purposes of beautification and other adjustments in keeping with proper construction practices and customs. Such Supplementary Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to satisfy topographic conditions and as may be necessary to reflect the different character, if any, of the added properties, including reduction or increase in lot size. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the Existing Property.

Section 3. Mergers. Pursuant to a merger or consolidation of the Association, the properties, rights and obligations of such corporation or corporations may be transferred to another non-profit corporation, or the properties, rights and obligations of another non-profit corporation may be transferred to the Association. The surviving or consolidated corporation may administer the covenants and restrictions applicable to the property described in Article II of this Declaration together with the covenants and restrictions which either the merging corporation or corporations or the surviving or consolidated corporation was, or were, otherwise entitled to administer. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants

and restrictions hereby made applicable to the property described in Article II of this Declaration, except that the members of the Association may, as an incident to any such merger or consolidation, make changes in the method of calculating and the maximum amount of the annual assessments and may authorize special assessments as provided herein.

Section 4. Entrance and Roadway Maintenance. Settler's Way, as shown on the Master Plan and as also partially shown on the Plat recorded for Phase One, will be a public road. However, the entranceway to Saundersville Station and the grassy areas located within and along the median must be maintained by the Saundersville Station Association. The fees for such maintenance shall be included in the assessment for each homeowner as set forth in Article VI herein.

### **ARTICLE III**

#### **Schedule Of Improvements**

The following amenities and recreational facilities will be constructed on the Association Properties, pursuant to the Master Plan of Development, according to the following anticipated schedule:

1. Two tennis courts - on or before June 1, 1999;
2. Swimming pool - on or before June 1, 1999; and
3. Clubhouse - on or before June 1, 1999.

#### ARTICLE IV

##### Membership And Voting Rights In The Association

Section 1. Membership. Every person who is a record owner of a fee or undivided fee interest in any lot situated within Saundersville Station shall automatically be a member of the Association; provided, however, that any such person who holds such interest merely as security for the performance of an obligation shall not be a member, except as hereinafter set forth and set forth in the By-Laws of the Association, which are incorporated herein by reference.

Section 2. Voting Rights. 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 among themselves determine, but in no event shall more than one vote be cast with respect to a Lot.

Class B. The Class B member(s) shall be the Developer 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:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B

membership; or

(b) 36 months from the date of the conveyance of the first unit. (However, as any new Section is annexed, the 36 months shall begin to run as to that Section from the date of the conveyance of the first unit.) Unit is defined as the completed home constructed on a lot.

Section 3. Suspension Of Membership Rights. The membership rights of any member, including the right to vote, may be suspended by the Association's Board of Directors, pursuant to authority granted in the Association's By-Laws, as amended from time to time. Any such suspension shall not affect such member's obligation to pay assessments coming due during the period of suspension and shall not affect the permanent charge and lien on the member's property in favor of the Association.

Section 4. Meetings Of The Membership. All matters concerning meetings of members of the Association, including the time in which and the manner in which notice of any of said meetings shall be given to said members and the quorum required for the transaction of business at any of said meetings, shall be as specified in this Declaration or in the By-Laws of the Association, as amended from time to time, or by law.

## ARTICLE V

### Property Rights In The Association Properties

Section 1. Members' Easement Of Enjoyment. Subject to the provisions of Section 3 below, every member of the Association shall have a right and easement of enjoyment in and to the Association Properties and such easement shall be appurtenant

to and shall pass with the title to every lot situated within Saundersville Station.

Section 2. Title To Association Properties. Notwithstanding the responsibility of the Association to maintain, repair, replace and operate the Association Properties, as provided in Article VII of this Declaration, the Developer may retain the legal title to the Association Properties, thus labeled on the plat of survey referred to in Article II of this Declaration, as the same may be revised, modified or amended from time to time, until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, but, notwithstanding any other provisions herein, the Developer hereby covenants that it shall convey the Association Properties to the Association not later than December 31, 2003.

Section 3. Easements Subject To Certain Rights Of Developer And The Association. The members' rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Developer to the exclusive use of such portion of the Association Properties, improved or unimproved, as it, in the exercise of its sole discretion, may deem necessary or advisable for, or as may be reasonably required, convenient or incidental to the construction of improvements within Saundersville Station (including any Section thereof to be annexed, pursuant to the Master Plan of Development), and the sale of Lots contained therein, including, but not limited to, sales and business offices, storage areas, construction yards and signs; the right of the Developer to an easement over and across said land for the construction



of roads, for utilities, sewers, and for the furtherance and completion of construction of improvements on all Lots in each Section of Saundersville Station. It is expressly understood that Developer or its assigns may maintain a model home and/or a temporary sales office or offices in any Section of Saundersville Station until all houses are sold and closed. The employees of Developer, its contractors, materialmen, subcontractors, and their agents have the right to come onto the Association Properties pending such period. Such right of the Developer shall and does exist notwithstanding any provisions of this Declaration which might be construed to the contrary, until such time as the Developer no longer owns, primarily for the purpose of sale, any Lot situated within Saundersville Station (including any Section thereof), and without affecting any member's obligation to pay assessments coming due during such period of time or the permanent charge and lien on any member's property in favor of the Association.

(b) The right of the Association to suspend the voting rights and right to use the recreational facilities of any member for any period during which any assessment against his Lot remains unpaid, and for such period as it considers appropriate for any infraction of its published rules and regulations; and

(c) The right of the Association to charge reasonable admission and other fees for the use of the Association Properties, or any portion

thereof; and

(d) The right of the Association to dedicate or transfer all or any part of the Association Properties to any public agency or authority or utility for such purposes and subject to such conditions as may be agreed to by the members entitled to vote thereon, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless two-thirds (2/3) of the total votes of all classes of members entitled to vote has been recorded, agreeing to such dedication, transfer, purpose or condition, and written notice of the proposed agreement and action thereunder is sent to every member entitled to vote at least sixty (60) days in advance of any action taken.

(e) The right of the Association to grant such easements and rights-of-way to such utility companies or public agencies or authorities as it shall deem necessary for the proper servicing and maintenance of the privately owned Association Properties even though said Association Properties may be owned by the Association.

Section 4. Extension Of Rights And Benefits. Every member of the Association shall have the right to extend the rights and easements of enjoyment vested in him under this Article V to each of his tenants and to each member of his family who resides with him within Saundersville Station and to such other persons as may be permitted by the Association's Board of Directors.

## ARTICLE VI

### Assessments

#### Section 1. Creation Of The Lien And Personal Obligation For Assessments.

Each Owner of any Lot situated within Saundersville Station (except lots owned by the Developer), by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association (a) annual assessments and charges (which may be billed monthly) and (b) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost of collection thereof, including reasonable attorney's fees hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. In the event a Court sale shall be necessary to enforce payment, such sale shall be free of statutory right of redemption and any purchaser in Saundersville Station purchases subject to this clause. Each such assessment, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

#### Section 2. Purpose Of Assessments.

The assessments levied under this Article VI shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of Saundersville Station and, in particular, for the acquisition, improvement and maintenance of properties, services and facilities devoted

to this purpose and relating to the use and enjoyment of the Association Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. Such portion of the annual assessments levied by the Association under this Article VI may be used for establishing and maintaining reserves for the maintenance, repair, replacement and operation of the improvements situated within Saundersville Station which comprise a portion of the Association Properties.

Section 3. Commencement And Due Date Of Annual Assessments. Annual assessments shall commence as of the date of conveyance of each unit to the owner. The "initial" assessments shall not include charges for any improvements as yet incomplete, but such charges shall be added when the common amenities are completed. As improvements are completed in accordance with the Schedule set forth in Article III, the "initial" assessment will be increased accordingly upon thirty (30) days' written notice to the owners, but without the necessity of waiting until the conclusion of the then current calendar year. The Association's Board of Directors shall thereafter fix the amount of the annual assessment payable to the Association against each lot and send written notice of same to every owner subject thereto at least thirty (30) days in advance of each annual assessment period. Unless otherwise provided by the Association's Board of Directors, one-twelfth (1/12) of the annual assessment for each Lot shall become due and payable to the Association on the first day of each month during the assessment period and shall be paid to the Association when due without further notice from the Association.

Section 3(a). Certificate Of Payment. The Association shall upon demand at any time, furnish to any Owner liable for said assessment, a certificate in writing signed by an Officer of the Association setting forth whether said assessment has been paid. A reasonable charge, as determined by the Board of Directors, may be made for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 4. Increase In Annual Assessments. From and after September 1, 2000, the maximum annual assessments may be adjusted, effective January 1st each year as determined by the Board of Directors, provided, however, except as above set forth in regards to the "initial" assessment, the increase may not exceed thirty (30%) percent of the assessment for the previous year without a vote of the members, pursuant to Section 5 of this Article VI. This provision expressly does not apply to increases necessary to establish the final initial assessment as improvements are completed. The annual assessments may be increased above thirty (30%) percent as provided in Section 5 of this Article VI. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the actual annual assessments at amounts not in excess of the maximum.

Section 5. Change In Basis And Maximum Of Annual Assessments. From and after September 1, 2000, the maximum annual assessments may be increased above those established in the preceding paragraph in the following manner:

Assessments as to any such increase of more than fifty (50%) percent in the established maximum assessments shall require the assent of two-

thirds (2/3) of the total votes of all classes of members who are voting upon written ballot which shall be sent to all members at least thirty (30) days in advance of the canvass thereof; an increase from thirty (30%) percent to and including fifty (50%) percent shall require the assent of two-thirds (2/3) of the total vote of all classes of members who are voting in person or by proxy or through a representative (as provided for in the By-Laws of the Association) at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Special Assessments For Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon their respective Properties, including the necessary fixtures and personal property related thereto, subject, however, to the following:

(i) Any special assessment levied by the Association, in excess of \$600.00 per lot for any assessment year shall require the assent of two-thirds (2/3) of the total votes of all classes of members who are voting upon written ballot which shall be sent to all members at least thirty (30) days in advance of the canvass thereof;

(ii) Special assessments in the amount of \$600.00 or less per lot shall require the assent of two-thirds (2/3) of the total votes of all classes

of members who are voting in person or by proxy or through a representative (as provided for in the By-Laws of the Association) at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 7. Quorum For Any Action To Increase Annual Maximum And For Special Assessments. The quorum required for any action authorized by Sections 5 and 6 of this Article VI hereof shall be as follows:

At the first meeting called, as provided in Sections 5 and 6 hereof, the presence at the meeting of members or of proxies or of representatives entitled to cast fifty-one (51%) percent of the total votes of all classes of members shall constitute a quorum. In the case of any vote by written ballot, as provided in Sections 5 and 6 hereof, a return at the first canvass of ballots representing fifty-one (51%) percent of the total votes of all classes of members shall constitute a quorum. If the required quorum is not forthcoming at any meeting or canvass, another meeting or canvass may be called, subject to the notice requirements set forth in Sections 5 and 6 hereof, and the required quorum at any such subsequent meeting or canvass shall be one-half (1/2) of the required quorum at the preceding meeting or canvass, provided that no such subsequent meeting shall be held or canvass taken more than sixty (60) days following the preceding meeting or canvass.

Section 8. Effect Of Non-Payment Of Assessment: The Personal Obligation Of The Owner; The Lien; Remedies Of The Association.

(a) If an assessment is not paid on the date when due (being the dates specified in Section 3 of this Article VI), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon becoming a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns; in addition thereto, the personal obligation of the delinquent Owner to pay such assessment shall continue as a personal obligation, and such Owner and such successors in title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such Owner and such successors in title to the contrary.

(b) If an assessment is not paid within thirty (30) days after the delinquency date, such full assessment shall be automatically accelerated as to any balance then due and shall bear interest from the date of delinquency at the maximum legal rate per annum. A penalty shall likewise be added after a sixty (60) day delinquency of twenty (20%) percent of the delinquent amount. If not then paid, the Association may bring legal action against the Owner personally obligated to pay the same or foreclose its lien against such Owner's lot, in which event, penalty, interests, and costs, plus reasonable attorney's fees shall be added to the amount of such assessment as may then be due. In the event of a Court sale to enforce this lien, such sale shall be free from the statutory right of redemption provided under Tennessee law. Each Owner, by his acceptance of a deed



of other conveyance to a lot, vests in the Association or its agents the right and power to bring all actions against him personally for the collection of such charges as a debt and to foreclose the aforesaid lien in any appropriate proceeding in law or in equity free of the statutory right of redemption. The lien provided for in this Article VI shall be in favor of the Association and shall be for the benefit of all other Owners. The Association acting on behalf of the Owners, shall have the power to bid in the lot at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Association Properties and facilities or by abandonment of his lot.

(c) If an assessment is not paid within thirty (30) days after the delinquency date, the Association may also suspend the membership rights of the delinquent Owner, including the right to vote, the right of enjoyment in and to the Association Properties and facilities and the right to receive and enjoy such services and other benefits as may then be provided by the Association. Any such suspension shall not affect such Owner's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent charge and lien on such Owner's property in favor of the Association.

Section 9. Subordination Of The Charges And Liens To Mortgages.

(a) The liens and permanent charges of all assessments and charges authorized herein (annual, special or otherwise) with respect to any Lot is hereby made subordinate to the lien of any first mortgage placed on such lot. However, all such liens which have a due date on or prior to the date such mortgage is filed for record and such

lien has been placed of record in the Register's Office for Williamson County, Tennessee, shall not be subordinate to any mortgage placed thereon. The liens and permanent charges hereby subordinated are only such liens and charges as relate to assessments and charges authorized hereunder having a due date subsequent to the date such mortgage is filed for record and prior to the satisfaction, cancellation or foreclosure of such mortgage of the sale or transfer of the mortgaged property, pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the mortgaged property, pursuant to a sale under power contained in such mortgage.

(b) No sale or transfer of such property to the mortgagee or any other person, pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure, or pursuant to a sale under power, shall relieve any existing or previous Owner of such property of any personal obligation, or relieve such property or the then Owner of such property from liability for any assessments or charges authorized hereunder coming due after such sale or transfer.

(c) Notwithstanding the foregoing, the Association's Board of Directors may, at any time, either before or after any mortgage or mortgages are placed on such property, waive, relinquish or quitclaim, in whole or in part, the right of the Association to assessments and other charges collectible by the Association hereunder with respect to such property coming due during the period while such property is or may be held by a mortgagee or mortgagees, pursuant to such sale or transfer.

(d) The Association's Board of Directors whenever so requested in writing by a mortgagee of a unit, shall promptly report any then unpaid common charges due from

or any other default by the Owner of the mortgaged unit.

(e) The Association's Board of Directors, when giving notice to an Owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a first mortgage covering such unit whose name and address has theretofore been furnished to them.

Section 10. Exempt Property. Each lot situated within Saundersville Station shall be exempt from the assessments, charges and liens created herein until conveyed by the Developer or his assignee to another Owner. It is expressly understood that Haury and Smith Contractors, Inc., is construed to be exempt under this provision until any house constructed by such party or entity is occupied or sold, whichever first occurs. Any unimproved lot sold by Developer to a contractor who is not a subsidiary of Developer is exempt from assessments for a period of 12 months from date of deed or until the sale and closing of the Lot to another party, whichever first occurs. The following property, subject to this Declaration, shall also be exempt from the assessments, charges and liens created herein:

(a) All properties to the extent of any easement or other interest therein dedicated to and accepted by a local public authority and devoted to public use.

## **ARTICLE VII**

### **Administration**

Section 1. Responsibility For Administration. The administration of the property subject to the jurisdiction of the Association, the maintenance, repair, replacement and

operation of the Association Properties and facilities and those acts required of the Association by this Declaration shall be the responsibility of the Association. Such administration shall be governed by this Declaration and the Article of Incorporation and By-Laws, as amended from time to time, of the Association. The powers and duties of the Association shall be those set forth in said documents, together with those reasonably implied to effect their respective purposes, and shall be administered in the manner provided therein. Because of the importance to both the Developer and individual Lot Owners of properly maintained Association Properties, it is expressly made a part of the agreement of this Declaration that for a period of three years from the date of closing of the first home, the Developer, or its assignee, shall act as exclusive managing agent to maintain the Association. For such maintenance, including repairs, the Developer or its assignee shall make a reasonable charge and shall include a profit for the Developer or its assignee in keeping with the standard profits for the same or similar work earned by management companies in the general area of Sumner and Davidson Counties. However, the Association may terminate this agreement without cause and without payment of a termination fee on ninety (90) days written notice, provided that the termination of said managing agent be ratified by 66 percent of the homeowners. The Developer or assignee may terminate, without cause, by providing ninety (90) days written notice plus a termination fee of \$350.00.

Section 2. Management Agreements. The Association's Board of Directors may enter into such management agreements as it may deem necessary or advisable for the administration and operation of the property, subject to the jurisdiction of their

respective organizations, and subject to Section 1 of the Article VII. Any such management agreement may be entered into upon the favorable vote of a majority of the Board of Directors and shall provide therein that the same may be terminated by a majority vote of the entire Board.

Section 3. Limitation Of Liability; Indemnification. Neither the Officers or Directors of the Association shall be liable to any of its respective members for injury or damage caused by such Officers or Directors in the performance of their duties or for monetary damages for breach of fiduciary duties, unless due to the willful misfeasance or malfeasance of such Officers or Directors or for breach of the duty of loyalty to the Corporation. Each Officer or Director of the Association shall be indemnified by the members against all expenses and liabilities, including attorney's fees reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been such an Officer or Director, or any settlement thereof, whether or not he is such an Officer or Director at the time such expenses and liabilities are incurred, except in such cases wherein the Officer or Director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided there, in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association.

## ARTICLE VIII

### Insurance And Casualty Losses; The Association

Section 1. Insurance. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all insurable improvements constructed on the Association Properties against loss or damage by fire to other hazards, including extended coverage, vandalism and malicious mischief, 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. Such Board of Directors or its duly authorized agent shall also obtain a public liability policy covering all Association Properties and facilities for the hazards of premises operations or actions arising out of bodily injury, property damage, false arrest, invasion of privacy and libel and slander caused by the negligence of the Association, or any of its agents, which public liability policy shall be at least \$1,000,000.00 single limit as respects the hazards enumerated herein. Premiums for all such insurance shall be common expenses paid for by the Association. All policies shall be written with a company licensed to do business in the State of Tennessee. It shall be the individual responsibility of each Owner at his own expense to provide, as he sees fit, homeowner's liability insurance on his own dwelling, or fire, theft, extended hazard coverage, and other insurance covering both real and personal property damage and loss. The Association's Board of Directors shall conduct an annual insurance review which shall include a replacement cost appraisal, without respect to depreciation of all insurable improvements constructed on the Association Properties.

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Section 2. Damage And Destruction.

(a) Immediately after any damage or destruction or other casualty to all or any part of the property 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 settlement of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Article, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty. Subject to Subsection (c) hereof, all such damage or destruction shall be repaired or reconstructed as soon as practicable after any such casualty shall occur. The Association's Board of Directors may advertise for sealed bids from or may negotiate with any licensed contractor for such repair or reconstruction and may enter into such contract or contracts for such repair or reconstruction as it may deem necessary or advisable. The contracting party or parties may be required to provide a full performance and payment bond for such repair or reconstruction.

(b) In the event that the insurance proceeds paid to the Association are not sufficient to defray the cost of such repair or reconstruction, the Association's Board of Directors shall levy a special assessment, subject to Subsection (c) hereof, against all Owners in the case of damage to the Association Properties and facilities, in sufficient amounts to provide funds to pay such excess cost of repair or reconstruction. Additional assessments may be made at any time during or following the completion of any repair or reconstruction. Such assessments on account of damage to the Association Properties

and facilities shall be levied against all Owners in equal proportions. Any and all sums paid to the Association under any by virtue of those special assessments provided for herein shall be deposited with the Association. The proceeds from insurance and assessment, if any, received by the Association shall be disbursed at the direction of the Board of Directors.

(c) In the event of damage or destruction by fire or other casualty to all or any part of the Association Properties and facilities, such damage or destruction shall be repaired or reconstructed unless within 60 days after the casualty an instrument requesting that the damage or destruction not be repaired or reconstructed is signed by members of the Association entitled to cast at least eighty (80%) percent of the votes of each class of members is filed with the Association's Board of Directors, in which event the damaged or destroyed area or areas shall be cleaned up and maintained in a neat and attractive condition. If, for any reason, the amount of the insurance proceeds to be paid as a result of such damage or destruction or reliable and detailed estimates of the cost or repair or reconstruction is not made available to the Association within said period of 60 days after the casualty, then such period shall be extended until such information shall be made available to the Association; provided, however, that said period of time shall in no event exceed 120 days after the casualty. No mortgagee of any Lot Owner shall have any right of participate in the determination as to whether the damage or destruction shall be repaired or reconstructed, other than as specified under other paragraphs of this instrument or in the terms of any deed of trust signed by any Lot Owner.



## ARTICLE IX

### Architectural Control

Section 1. Construction, Review And Approval. From and after the completion of construction and first sale by the Developer of each and every improved Lot situated within Saundersville Station, no house, garage, carport, stationary playhouse, outbuildings, fence, wall or other above-ground structure shall be commenced, erected or maintained upon any such Lot, nor shall any exterior addition to, change in or alteration of any of said structures be made until complete final plans and specifications showing the nature, kind, shape, height, materials, basic exterior finishes and colors, location and floor plan thereof, and showing front, side and rear elevations thereof and the names of the builder, general contractor and all subcontractors have been submitted to and approved by the Developer prior to sale of all the Lots in Saundersville Station or, after such time, by the Association's Board of Directors or by an architectural control committee composed of 3 or more persons appointed by said Board as to harmony of exterior design and general quality with the existing standards of the existing standard of the neighborhood and as to location in relation to surrounding structures and topography.

Section 2. Violations, Remedies Of Association. Any such construction made or performed without application having first been made and approval obtained, as provided above, shall be deemed in violation of this covenant and may be required to be restored to the original condition at the Owner's cost. Upon the failure or refusal of any Owner to perform the required restoration, the Association's Board of Directors, its designated committee or their authorized agents or employees may, after 14 days' notice

to such Owner, enter upon such Lot and perform such restoration as said Board or committee, in the exercise of its sole discretion, may deem necessary or advisable. Such Owner shall be personally liable for the direct and indirect costs of such restoration, and the liability for such costs shall be a permanent charge and lien upon such Lot enforceable by any appropriate proceeding in law or in equity.

## **ARTICLE X**

### **Exterior Maintenance**

Section 1. Association Properties. The responsibility for the maintenance, in a neat and attractive condition of all Association Properties and facilities, shall be as prescribed in Article VII of this Declaration.

Section 2. Lots And Improvements Thereon.

(a) All Lots subject to this Declaration, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by their respective Owners. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, grass, walks and other exterior improvements. Upon the failure or refusal of any Owner to maintain his Lot and the exterior of all improvements located thereon in a neat and attractive condition, the Association's Board of Directors, its designated committees or its authorized agents or employees, may, after 14 days' notice to such Owner, enter upon such Lot and perform such exterior maintenance as said Board or committee, in the exercise of its sole discretion, may deem necessary or advisable. Such Owner shall be personally liable to the Association for the direct and indirect costs of such

maintenance and the liability for such costs shall be a permanent charge and a lien upon such Lot, enforceable by such organization by any appropriate proceeding in law or in equity.

(b) Notwithstanding the foregoing, nothing herein contained shall apply to the maintenance of any Lot as long as title to same is held by the Developer primarily for the purpose of sale or to the parties designated as exempt under Article VI, Section 10.

## **ARTICLE XI**

### **Easements**

**Section 1. General.** In addition to those easements provided for elsewhere in the Declaration; those provided for in Sections 2 and 3 of this Article XI shall and do exist.

**Section 2. Utilities, Etc.** There is hereby granted a blanket easement upon, across, over and under the property subject to this Declaration or any portion thereof for ingress, egress, installation, replacing, repairing and maintaining a cable television system and all utilities, including, but not limited to, water, sewers, gas, telephones and electricity. By virtue of this easement, it shall be expressly permissible for the providing utility company to erect and maintain the necessary equipment to affix and maintain utility wires, circuits and conduits on, above, across and under said property or any portion thereof. The easements provided for in this Section 2 shall in no way affect any other recorded easements on said property.

**Section 3. Other.** There is hereby granted a blanket easement to the Association, its Officers, Directors, agents and employees, and to all policemen, firemen,

ambulance personnel and all similar persons to enter upon the property subject to this Declaration or any portion thereof in the proper performance of their respective duties. Except in the event of emergencies, the rights accompanying the easements provided for in this Section 3 shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to and with the permission of the Owner or Owners directly affected thereby.

## **ARTICLE XII**

### **Use And Building Restrictions**

Section 1. Residential Purposes. All Lots in Saundersville Station shall be, and the same hereby are, restricted exclusively to residential use. No house trailer or mobile home shall be permitted on any lot at any time except for construction purposes during the construction period or as a temporary sales office for the sale of Lots. No shack, garage, outbuilding or other appurtenant structure shall be used for residential purposes.

Section 2. Occupancy. Before any Lot may be occupied as a residence, the improvements constructed or to be constructed thereon must be substantially complete; no residence, however, may be occupied without the prior approval of the Developer.

Section 3. Building Materials. No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot except for purposes of construction on such Lot and shall not be stored on such Lot for longer than that length of time reasonably necessary, in the sole discretion of the Association's Board of Directors, for

the construction in which same is to be used.

Section 4. All residential building in Saundersville Station shall have masonry or concrete foundations. Materials and design for exterior construction must be approved by Developer until all lots have been initially sold by Developer.

Section 5. All homes in Saundersville Station shall consist of a minimum ground floor area, exclusive of garages, porches or carports, of two thousand (2,000) square feet; one and one half stories, two stories and houses with basement area, shall consist of a minimum living area of one thousand two hundred (1,200) square feet on the first floor, exclusive of garages, porches or carports. However, after completion of the first Phase, (Phase One), the total square footage of each home in the remaining Phases may be reduced to a minimum of total square footage of one thousand six hundred (1,600) square feet, exclusive of garage, porches or carports. One and one half story residences, two stories and houses with basement area shall consist of a minimum living area of one thousand (1,000) square feet on the first floor, exclusive of carports, garages or porches.

Section 6. It shall be obligatory upon all Owners of Lots in this cluster to consult with the authorities of the governing body having jurisdiction before any driveways, culverts, or other structures or grading are constructed within the limits of any dedicated roadways, and such placements or construction shall be done in accordance with the requirements of the governing body having jurisdiction in order that the roads or streets within the cluster which shall be affected by such placement or construction may not be disqualified for acceptance in the road system of the governing body having jurisdiction.

Section 7. Public utility easements, as shown on the recorded plat, shall be for the purpose of constructing, maintaining, installing and opening utilities such as gas, water, electricity, telephone and cable television. No structure of any kind shall be erected or maintained upon or over said easements, except such as are constructed for public utility purposes.

Section 8. To insure a standard of improvements satisfactory to purchasers of adjacent properties, no initial building shall be erected upon any Lot without the approval in writing of the Developer. After the first sale of the Lot and improvements thereon, the restrictions under Article IX, Architectural Control, shall apply.

Section 9. Developer may grant such variance from any building restrictions herein set forth as it deems necessary for harmonious design and construction.

Section 10. Hobbies And Activities. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly and unkept conditions, shall not be pursued or undertaken on any part of any Lot.

Section 11. Animals And Pets. Except with the written permission of the Association's Board of Directors, no stable, poultry house or yard, rabbit hutch or other similar structure shall be constructed or allowed to remain on any Lot; and no more than two domestic pets may be kept in any resident or on any Lot.

Section 12. Prohibited Activities. Noxious or offensive activities shall not be carried on upon any Lot; no residence or other structure shall be used for office or

business purposes; and residents shall refrain from any act or use of their property which could reasonably cause embarrassment, discomfort or annoyance to Owners and residents of other property made subject to this Declaration.

Section 13. Tanks. No exposed above-ground tanks will be permitted for the storage of fuel, water or any other substance.

Section 14. Mail Boxes. Mail boxes of a type consistent with the character of Saundersville Station shall be selected and placed by the Owner of each Lot and shall be maintained by the Owner to complement the residences and the neighborhood.

Section 15. Clothesline. Outside clotheslines will not be permitted on any Lot.

Section 16. Basketball Goals. All basketball goals must be placed in the rear or side yard of any Lot.

Section 17. Signs. No signs shall be erected or maintained on any Lot, except one professionally lettered, builder or realtor sign, or sign of the Owner advertising the residence and lot for sale or rent. Such signs shall not be more than 24 x 36 inches in size.

Section 18. Developer's Lots And Property Excepted. All Lots owned by the Developer or Developer's assignees primarily for the purpose of sale and all property in Saundersville Station used by the Developer for construction, development, offices, garages for equipment, storage of materials and supplies, and for sales offices and accommodations shall be exempt from Sections 1 through 18 of this Article XII.

Section 19. Fences. No fences may be constructed on any Lot except those approved in writing by the Developer.

Section 20. It is expressly understood that the Developer may grant variances or exceptions to the restrictions under this Article for good reason shown, such as causes arising from topography; however, this right granted the Developer only exists until such time as the first improvement on each Lot is sold. After all Lots are sold, such variances may only be granted by the Association in accordance with other provisions of these covenants.

### **ARTICLE XIII**

#### **General Provisions**

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit and be enforceable by the Association, the Owner of any property subject to this declaration, their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from June 1, 2000. Said covenants and restrictions may be renewed and extended, in whole or in part, beyond said thirty (30) year term for successive periods not to exceed ten (10) years each if an agreement for renewal and extension is signed by members of the Association entitled to cast at least two-thirds (2/3) of the votes in each class of members of the Association and is filed for record in the Office of the Clerk of the Register of Sumner County, Tennessee, at least 180 days prior to the effective date of such renewal and extension; provided, however, that each such agreement shall specify which of the covenants and restrictions are so renewed and extended and the term for which they are so renewed and extended. Every purchaser and guaranty of any interest in any property subject to this Declaration, by acceptance



of a deed or other conveyance thereof, thereby agrees that the covenants and restrictions of this Declaration may be renewed and extended as provided herein.

Section 2. Amendment. From and after all Phases have been annexed into this development, as above set forth, the covenants and restrictions of this Declaration may be amended at any time during the first thirty (30) year period, provided above, by an instrument signed by members of the Association entitled to cast at least 66 2/3 percent of the votes of the total membership of the Association, and, thereafter, by an instrument signed by members of the Association entitled to cast at least 66 2/3 percent of the votes of each class of members of the Association; provided, however, that any such amendment of these covenants and restrictions must be in full compliance with all applicable laws and regulations and shall not become effective until the instrument evidencing such change has been duly filed for record in the Office of the Register of Sumner County, Tennessee, and unless written notice of the proposed amendment is sent to every Owner at least 60 days in advance of any action taken. Every purchaser or grantee of any interest in any property subject to this Declaration, by acceptance of a deed or other conveyance thereof, thereby agrees that the covenants and restrictions of this Declaration may be amended as provided herein. Further provided that the restrictions relating to square footage of home construction may not be amended without the express written concurrence of Developer, as long as Developer owns any Lot in Saundersville Station.

Section 3. Notices. Any notice required to be sent to any member or Owner, pursuant to any provision of this Declaration, may be served by depositing such notice

in the mail, postage prepaid, addressed to the member or Owner to whom it is intended at his last known place of residence, or to such other address as may be furnished to the Secretary of the Association and such service shall be deemed sufficient. The date of service shall be the date of mailing.

Section 4. Enforcement. Enforcement of the covenants and restrictions contained herein and of any other provision hereof shall be by any appropriate proceeding at law or in equity against any person or persons violating or attempting to violate said covenants and restrictions or provision, either to restrain violation, to enforce personal liability, or to recover damages, or by any appropriate proceeding at law or in equity against the land to enforce any charge or lien arising by any of said covenants and restrictions or other provisions shall in no event be deemed a waiver of the right to do so thereafter. The Association shall have the first right and duty to institute appropriate proceedings for enforcement, but failure or refusal of the Association to act within a reasonable time shall authorize any affected Owner to do so at his expense.

Section 5. Assignability. Notwithstanding any other provision herein to the contrary, the Developer shall, at all times, have the right to fully transfer, convey and assign all of its right, title and interest under this Declaration, provided that such transferee, grantee or assignee shall, as the substitute Developer, take such rights subject to all obligations also contained herein.

Section 6. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or to any property shall be prohibited

or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

Section 7. Captions. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 8. Gender. The masculine gender shall be construed to include a female or any legal entity where the context so requires.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be exercised by its duly authorized Officers, and its corporate seal to be hereunto affixed, the day and year first above written.

DEVELOPER:

Page 652

HAURY AND SMITH CONTRACTORS, INC.

By:

Reese L. Smith III, Pres.

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared REESE L. Smith III, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the PRESIDENT of **HAURY AND SMITH CONTRACTORS, INC.**, the within named bargainor, a corporation, and that he as such PRESIDENT, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as PRESIDENT.

Witness my hand and seal at office in Nashville, Tennessee, this 8th day of OCTOBER, 19 98.

NOTARY PUBLIC

My commission expires: 7/24/99



Pamela L. Whitaker, Register  
Sumner County Tennessee  
Rec #: 534894 Instrument 646582  
Rec'd: 10.00 NBK: 94 Pg 302  
State: 0.00 Recorded  
Clerk: 0.00 4/14/2003 at 8:05 am  
EDP: 2.00 in Record Book  
Total: 12.00

1702 Pg 39

This Instrument Prepared By:  
✕ Gail P. Pigg, Attorney  
219 Second Avenue, North  
First Floor Suite  
Nashville, Tennessee 37201

**Supplementary Declaration  
of Covenants and Restrictions  
and Annexation for Phase 2,  
Section 2, Saundersville Station**

Date: April 8, 2003

Whereas, Section 2 of Phase 2, Saundersville Station, is a part of the Planned Unit Development known as "Saundersville Station" as set forth in Declaration of Covenants, Conditions and Restrictions of record in Book 895, Page 616, Register's Office for Sumner County, Tennessee;

Whereas, pursuant to said Declaration and the master plan of development for Saundersville Station, it is deemed desirable to annex Phase 2, Section 2 into Saundersville Station and subject to the aforesaid Declaration;

Now, therefore, for and in consideration of \$10.00, the premises and other good and valuable consideration, Developer Haury and Smith Contractors, Inc. does herewith extend the scheme of the Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Book 895, Page 616, and any amendments thereto, to Phase 2, Section 2, Saundersville Station as set forth on Plat of Record, in Plat Book 20, Page 358, Register's Office for Sumner County, Tennessee, thereby subjecting said property to the terms, conditions and restrictions therein set forth.

---

In witness whereof, the Developer has caused this Supplementary Declaration to be executed by its duly authorized Officer, and its corporate seal to be hereunto affixed, the day and year first above written.

Page 40

DEVELOPER:

HAURY AND SMITH CONTRACTORS, INC.

BY: Reese L. Smith

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Reese L. Smith with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of **HAURY AND SMITH CONTRACTORS, INC.**, the within named bargainor, a corporation, and that he as such President being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal at office in Nashville, Tennessee, this 11 day of April, 2003.



David R. Gall  
NOTARY PUBLIC

8:00

Ref This Instrument Prepared By:  
Gail P. Pigg, Attorney  
219 Second Avenue, North  
First Floor Suite  
Nashville, Tennessee 37201

**Supplementary Declaration  
of Covenants and Restrictions  
and Annexation for Section 1,  
Phase 2, Saundersville Station**

Pamela L. Whitaker, Register  
Sumner County Tennessee  
Rec #: 447565 Instrument 559251  
Rec'd: 8.00 NBK: 82 Pg 270  
State: 0.00 Recorded  
Clerk: 0.00 5/29/2001 at 8:00 am  
EDP: 2.00 in Record Book  
Total: 10.00 1264 Pg 812

Date: May 22, 2001

Whereas, Phase 2 of Section 1, Saundersville Station, is a part of the Planned Unit Development known as "Saundersville Station" as set forth in Declaration of Covenants, Conditions and Restrictions of record in Book 895, Page 616, Register's Office for Sumner County, Tennessee;

Whereas, pursuant to said Declaration and the master plan of development for Saundersville Station, it is deemed desirable to annex Phase 2 into Saundersville Station and subject to the aforesaid Declaration;

Now, therefore, for and in consideration of \$10.00, the premises and other good and valuable consideration, Developer Haury and Smith Contractors, Inc. does herewith extend the scheme of the Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Book 895, Page 616, and any amendments thereto, to Section 1, Phase 2, Saundersville Station as set forth on Plat of Record, in Plat Book 18, Page 289, Register's Office for Sumner County, Tennessee, thereby subjecting said property to the terms, conditions and restrictions therein set forth.

In witness whereof, the Developer has caused this Supplementary Declaration to be executed by its duly authorized Officer, and its corporate seal to be hereunto affixed, the day and year first above written.

DEVELOPER:

HAURY AND SMITH CONTRACTORS, INC.

BY:

*H. Wayne Morrison*  
Vice-President

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared H. Wayne Morrison, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Vice President of HAURY AND SMITH CONTRACTORS, INC., the within named bargainor, a corporation, and that he as such Vice President being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President.

Witness my hand and seal at office in Nashville, Tennessee, this 22<sup>nd</sup> day of May, 2001.

*Hail B. [Signature]*  
NOTARY PUBLIC

My commission expires: 5/30/04



9:40

This Instrument Prepared By:  
Gail P. Pigg, Attorney  
219 Second Avenue, North  
First Floor Suite  
Nashville, Tennessee 37201

RET

Pamela L. Whitaker, Register  
Sumner County Tennessee  
Rec #: 519102 Instrument 630791  
Rec'd: 10.00 NBK: 92 Pg 214  
State: 0.00 Recorded  
Clerk: 0.00 12/19/2002 at 9:40 am  
EDP: 2.00 in Record Book  
Total: 12.00  
1616 Pg 432

**Supplementary Declaration  
of Covenants and Restrictions  
and Annexation for Phase 2,  
Section 2-A, Saundersville Station**

Date: Dec. 17, 2002

Whereas, Section 2-A of Phase 2, Saundersville Station, is a part of the Planned Unit Development known as "Saundersville Station" as set forth in Declaration of Covenants, Conditions and Restrictions of record in Book 895, Page 616, Register's Office for Sumner County, Tennessee;

Whereas, pursuant to said Declaration and the master plan of development for Saundersville Station, it is deemed desirable to annex Phase 2, Section 2-A into Saundersville Station and subject to the aforesaid Declaration;

Now, therefore, for and in consideration of \$10.00, the premises and other good and valuable consideration, Developer Haury and Smith Contractors, Inc. does herewith extend the scheme of the Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Book 895, Page 616, and any amendments thereto, to Phase 2, Section 2-A, Saundersville Station as set forth on Plat of Record, in Plat Book 20, Page 327 as amended in Record Book 1607, page 29, Register's Office for Sumner County, Tennessee, thereby subjecting said property to the terms, conditions and restrictions therein set forth.

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In witness whereof, the Developer has caused this Supplementary Declaration to be executed by its duly authorized Officer, and its corporate seal to be hereunto affixed, the day and year first above written.

DEVELOPER:

HAURY AND SMITH CONTRACTORS, INC.

BY:

H. Wayne Morrison  
V.P.

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Wayne Morrison, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Vice-President of **HAURY AND SMITH CONTRACTORS, INC.**, the within named bargainor, a corporation, and that he as such Vice President being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President.

Witness my hand and seal at office in Nashville, Tennessee, this 16<sup>th</sup> day of December, 2002.

Gail P. [Signature]  
NOTARY PUBLIC

My commission expires: May 30, 2004



1045  
Pamela L. Whitaker, Register  
Sumner County Tennessee  
Rec #: 583133 Instrument 706947  
Rec'd: 10.00 NBK: 103 Pg 24  
State: 0.00 Recorded  
Clerk: 0.00 6/16/2004 at 10:45 am  
EDP: 2.00 in Record Book  
Total: 12.00

2030 P3 804

This Instrument Prepared By:  
Gail P. Pigg, Attorney  
219 Second Avenue, North  
First Floor Suite  
Nashville, Tennessee 37201

**Supplementary Declaration  
of Covenants and Restrictions  
and Annexation for Phase 2,  
Section 3, Saundersville Station**

Date: June 14, 2004

Whereas, Phase 2, Section 3 of Saundersville Station is a part of the Planned Unit Development known as "Saundersville Station" as set forth in Declaration of Covenants, Conditions and Restrictions of record in Book 895, Page 616, Register's Office for Sumner County, Tennessee;

Whereas, pursuant to said Declaration and the master plan of development for Saundersville Station, it is deemed desirable to annex Phase 2, Section 3 into Saundersville Station and subject to the aforesaid Declaration;

Now, therefore, for and in consideration of \$10.00, the premises and other good and valuable consideration, Developer Haury and Smith Contractors, Inc. does herewith extend the scheme of the Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Book 895, Page 616, and any amendments thereto, to Phase 2, Section 3, Saundersville Station as set forth on Plat of Record, in Plat Book 21, Page 292, Register's Office for Sumner County, Tennessee, thereby subjecting said property to the terms, conditions and restrictions therein set forth.

---

In witness whereof, the Developer has caused this Supplementary Declaration to be executed by its duly authorized Officer, and its corporate seal to be hereunto affixed, the day and year first above written.

Page 805

DEVELOPER:

HAURY AND SMITH CONTRACTORS, INC.

BY: *Randall Toney*

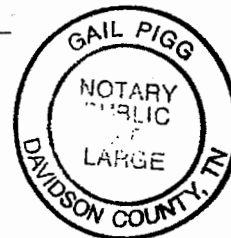
STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared *Randall Toney*, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the *Sec - Treas* of **HAURY AND SMITH CONTRACTORS, INC.**, the within named bargainor, a corporation, and that he as such *Sec Treas* being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as *Sec Treas*.

Witness my hand and seal at office in Nashville, Tennessee, this *14<sup>th</sup>* day of *June*, 2004.

*Gail Pigg*  
NOTARY PUBLIC

My commission expires: May 24, 2008



1:08

Pamela L. Whitaker, Register  
Sumner County Tennessee  
Rec #: 646280  
Rec'd: 15.00 Instrument #: 801689  
State: 0.00  
Clerk: 0.00 Recorded  
EDP: 2.00 7/13/2006 at 1:08 PM  
Total: 17.00 in  
Record Book 2545 Pgs 334-336

This instrument prepared by:  
David J. Luckey  
SOUTHEASTERN BUILDING CORPORATION  
201 Molly Walton Drive  
Hendersonville, TN 37075

Ref

## AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SAUNDERSVILLE STATION

THIS AMENDMENT TO DECLARATION, made on or as of the date hereinafter set forth by Southeastern Building Corporation and Wyncrest Development Joint Venture, (hereinafter "Developers");

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 895, page 616, and Supplementary Declarations of record in Record Book 1264, page 812, Record Book 1616, page 432, Record Book 1702, page 39, and Record Book 2030, page 804, Register's Office for Sumner County, Tennessee, (the "Declaration"), Developer imposed upon the Property certain covenants, conditions and restrictions; and

WHEREAS, Developers desire to modify certain terms and provisions of the Declaration and hereby adopt this Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station.

### WITNESSETH:

Article XII, Section 19, (Declaration) is hereby deleted in its entirety and the following is substituted therefor:

Section 19 Fences. No fence shall be constructed or erected on any Lot unless the design, location and building material thereof has been approved prior thereto by the Architectural Control Committee in writing. No fence constructed or erected on any Lot shall extend forward of the front line of the Unit on said Lot. And, no fence will be constructed without using suitable building materials. No wire or chain link fences will be allowed.

Fences that are acceptable are as listed below:

1. Aluminum or wrought iron: 4' to 6' in height with tapered tip pickets.  
Fences are to be black in color.
2. Wood privacy fence 6' in height with panels abutted with dog eared tops.

Both fences to be professionally maintained and installed. Wood fences must be sealed on an annual basis. The above listed fences are a guide only. All fences must be approved through the Architectural Control Committee.

Wood, aluminum, or wrought iron fences that are not maintained shall be subject to action by the Board of Directors of the Homeowners Association. Action shall not be limited to repair, replacement, or removal of said fence and cost is to be reimbursable to the association per the Restrictions and Covenants of Saundersville Station.

Developers do hereby ratify the provisions of the instrument as amended hereby, and further declare their intention that those portions of the referenced document which are not specifically or necessarily amended by this instrument shall remain as written.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 27<sup>th</sup> day of April, 2005.


**DEVELOPERS:**

**SOUTHEASTERN BUILDING CORPORATION**

By:   
David J. Luckey President

**WYNCREST DEVELOPMENT JOINT VENTURE, a joint venture composed of Southeastern Building Corporation, a Tennessee corporation, and Southeastern Residential Development, a Tennessee general partnership**

**BY: Southeastern Building Corporation,  
A Tennessee corporation**

By:   
David J. Luckey, President

**BY: Southeastern Residential Development,  
A Tennessee general partnership**

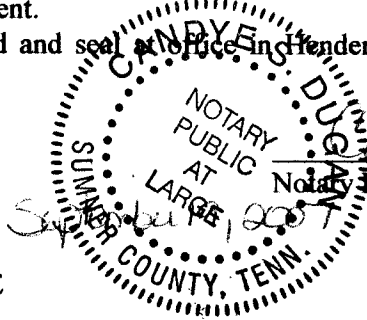
By:   
David J. Luckey, Partner

STATE OF TENNESSEE  
COUNTY OF SUMNER

Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David J. Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be President of Southeastern Building Corporation, the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

Witness my hand and seal at office in Hendersonville, Tennessee, this 27th day of April, 2005.

My Commission Expires:

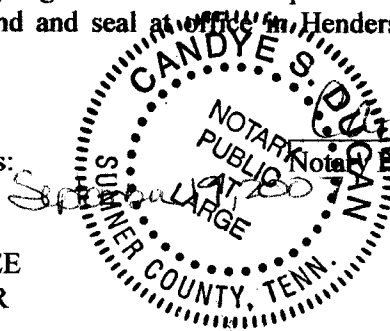


STATE OF TENNESSEE  
COUNTY OF SUMNER

Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David J. Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be President of Southeastern Building Corporation, the within named bargainor, a corporation, joint venturer of Wyncrest Development Joint Venture, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

Witness my hand and seal at office in Hendersonville, Tennessee, this 27th day of April, 2005.

My Commission Expires:

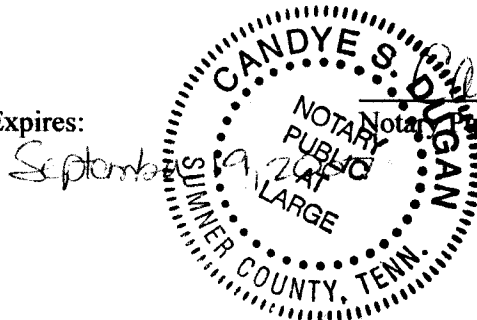


STATE OF TENNESSEE  
COUNTY OF SUMNER

Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David J. Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be Partner of Southeastern Residential Development, the within named bargainor, a general partnership, joint venturer of Wyncrest Development Joint Venture, and that he as such Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as such Partner.

Witness my hand and seal at office in Hendersonville, Tennessee, this 27th day of April, 2005.

My Commission Expires:



This instrument prepared by:  
Steven G. Waters, PLLC  
100 Bluegrass Commons Blvd., Ste. 115  
Hendersonville, TN 37075

12:45

Pamela L. Whitaker, Register  
Sumner County Tennessee  
Rec #: 665771  
Rec'd: 25.00 Instrument #: 832077  
State: 0.00  
Clerk: 0.00  
EDP: 2.00 Recorded  
Total: 27.00 3/7/2007 at 12:45 PM  
in  
Record Book 2709 Pgs 28-32

## SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SAUNDERSVILLE STATION

THIS AMENDMENT TO DECLARATION, made on or as of the date hereinafter set forth by Southeastern Building Corporation and Wyncrest Development Joint Venture, (hereinafter "Developers");

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 895, page 616, and Supplementary Declarations of record in Record Book 1264, page 812, Record Book 1616, page 432, Record Book 1702, page 39, and Record Book 2030, page 804, as amended by Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 2545, page 334, Register's Office for Sumner County, Tennessee, (the "Declaration"), Developer imposed upon the Property certain covenants, conditions and restrictions; and

WHEREAS, the undersigned has accepted assignment of all rights to act and exercise all rights, title, interest, powers, privileges, benefits and obligations as the Developer under the Declaration pursuant to Assignment of Developer's Rights of record in Record Book 2709, page 24, Register's Office for Sumner County, Tennessee; and

WHEREAS, Developers desire to modify certain terms and provisions of the Declaration and hereby adopt this Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station.

### WITNESSETH:

1. Article II, Section 2, (Declaration) is hereby deleted in its entirety and the following is substituted therefore:

Section 2.      Additions To Existing Property. Additional lands may become subject to this Declaration in the following manner:

**The Developer, its heirs and assigns shall have the right to bring within the schedule of this Declaration additional properties in future stages of development in accord with a master plan of development on properties for additional stages of Saundersville Station and contemplates that additional Sections shall become an addition to the existing property and subject to this Declaration for an estimated total of 435 lots. However, it is expressly understood that Developer, at its option, may limit the number of lots to be annexed as a part of this Declaration to 182 lots, more or less, as determined by Developer. The location of said 182 lots will be contiguous as appropriate for this regime. Developer, at its option, may establish a separate association, subject to its own covenants, conditions and restrictions for the remaining lots.**

**Thus, at Developer's option, the development may be divided into two separate associations as herein above set forth.**

The additions authorized hereunder shall be made by filing of record a Supplementary Declaration of covenants and restrictions with respect to the additional property, which shall extend the scheme of the covenants and restrictions of this Declaration to such property. The additions authorized hereunder may be annexed by Developer without the consent of the members within twenty (20) years six (6) months of the date of this instrument. The Developer retains the right to make lot adjustments for purposes of beautification and other adjustments in keeping with proper construction practices and customs. Such Supplementary Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to satisfy topographic conditions as may be necessary to reflect the different character, if any, of the added properties, including reduction or increase in lot size. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the Existing Property.

2. Article IV, Section 2 (Declaration), is hereby deleted in its entirety and the following is substituted therefore:

Section 2.      Voting Rights. 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 among themselves determine, but in no event shall more than one vote be cast with respect to a Lot.

Class B.      The Class B member(s) shall be the Developer 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:

- (a)      When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b)      When the Developer relinquishes its board seats.

3. Article VI, Section 6, Item (ii), (Declaration) is hereby deleted in its entirety and the following is substituted therefore:

(ii)      Special assessments in the amount of \$600.00 or less per lot shall require the assent of fifty-one percent (51%) of the total votes of all classes of members who are voting in person or by proxy or through a representative (as provided for in the By-Laws of the Association) at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.



4. Article VI, Section 10, (Declaration) is hereby deleted in its entirety and the following is substituted therefor:

Section 10. Exempt Property. Each lot situated within Saundersville Station shall be exempt from the assessments, charges and liens created herein until conveyed by the Developer or his assignee to another Owner. It is expressly understood that Haury and Smith Contractors, Inc., Wyncrest Development Joint Venture, Southeastern Building Corporation and/or any other builder are construed to be exempt under this provision until any house constructed by such party or entity is occupied or sold, whichever first occurs. Any unimproved lot sold by Developer to a contractor who is not a subsidiary of Developer is exempt from assessments until any house constructed by such party or entity is occupied or sold, whichever first occurs. The following property, subject to this Declaration, shall also be exempt from the assessments, charges and liens created herein:

(a) All properties to the extent of any easement or other interest therein dedicated to and accepted by a local public authority and devoted to public use.

5. Article XII, Section 3, (Declaration) is hereby deleted in its entirety and the following is substituted therefor:

Section 3. Building Materials. No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot except for purposes of construction on such Lot and shall not be stored on such Lot for longer than that length of time reasonably necessary, in the sole discretion of the Association's Board of Directors or Developer, for the construction in which same is to be used.

Developers do hereby ratify the provisions of the instrument as amended hereby, and further declare their intention that those portions of the referenced document which are not specifically or necessarily amended by this instrument shall remain as written.

Nov IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 21 day of \_\_\_\_\_, 2006.

**DEVELOPERS:**

**SOUTHEASTERN BUILDING CORPORATION**

By: \_\_\_\_\_

David J. Luckey President

WYNCREST DEVELOPMENT JOINT VENTURE, a joint venture composed of Southeastern Building Corporation, a Tennessee corporation, and Southeastern Residential Development, a Tennessee general partnership

BY: Southeastern Building Corporation,  
A Tennessee corporation

By: [Signature]  
David J. Luckey, President

BY: Southeastern Residential Development,  
A Tennessee general partnership

By: [Signature]  
David J. Luckey, Partner

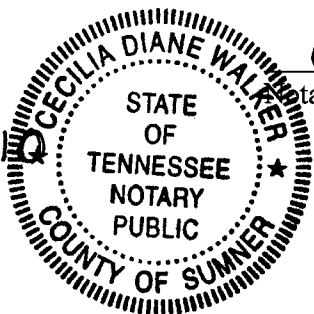
STATE OF TENNESSEE  
COUNTY OF SUMNER

Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David J. Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be President of Southeastern Building Corporation, the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

Witness my hand and seal at office in Hendersonville, Tennessee, this 21 day of November, 2006.

My Commission Expires:

October 5, 2010



Cecilia Diane Walker  
Notary Public

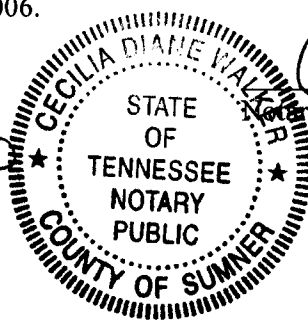
STATE OF TENNESSEE  
COUNTY OF SUMNER

Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David J. Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be President of Southeastern Building Corporation, the within named bargainor, a corporation, joint venture of Wyncrest Development Joint Venture, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

Witness my hand and seal at office in Hendersonville, Tennessee, this 21<sup>st</sup> day of November, 2006.

My Commission Expires:

October 5, 2010



Cecilia Diane Walker  
Notary Public

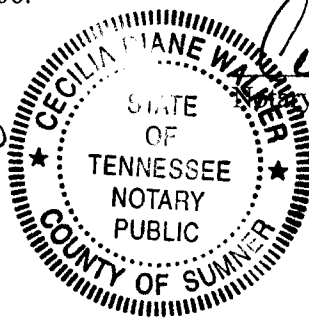
STATE OF TENNESSEE  
COUNTY OF SUMNER

Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David J. Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be Partner of Southeastern Residential Development, the within named bargainor, a general partnership, joint venture of Wyncrest Development Joint Venture, and that he as such Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as such Partner.

Witness my hand and seal at office in Hendersonville, Tennessee, this 21<sup>st</sup> day of November, 2006.

My Commission Expires:

October 5, 2010



Cecilia Diane Walker  
Notary Public

This instrument prepared by:  
Steven G. Waters, PLLC  
100 Bluegrass Commons Blvd.  
Suite 115  
Hendersonville, TN 37075

Pamela L. Whitaker, Register  
Sumner County Tennessee  
Rec #: 665771  
Rec'd: 45.00 Instrument #: 832078  
State: 0.00  
Clerk: 0.00 Recorded  
BDP: 2.00 3/7/2007 at 12:45 PM  
Total: 47.00 in  
Record Book 2709 Pgs 33-41

## BY-LAWS OF SAUNDERSVILLE STATION, INC.

THESE BY-LAWS OF SAUNDERSVILLE STATION, INC., made on or as of the date hereinafter set forth by all of the directors of Saundersville Station, Inc.;

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 895, page 616, and Supplementary Declarations of record in Record Book 1264, page 812, Record Book 1616, page 432, Record Book 1702, page 39, and Record Book 2030, page 804, and as amended by Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 2545, page 334, and Second Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 2709, page 28, Register's Office for Sumner County, Tennessee ( the "Declaration"), certain covenants, conditions and restrictions were placed upon Saundersville Station; and

WHEREAS, these By-Laws of Saundersville Station, Inc. are hereby incorporated into the Declaration.

### ARTICLE I DEFINITIONS

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

Section 1. "Association" shall mean Saundersville Station, Inc., a Tennessee not-for-profit corporation, its successors and assigns, which has as its members all owners of Lots in Saundersville Station. "Charter" shall mean the Articles of Incorporation of the Association as filed with the Office of the Secretary of State for Tennessee.

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

Section 3. "Declaration" shall mean the instrument headed "Declaration of Covenants, Conditions and Restrictions for Saundersville Station" recorded in Record Book 895, page 616, as amended in Record Book 1264, page 812, Record Book 1616, page 432, Record Book 1702, page 39, Record Book 2030, page 804, and Record Book 2545, page 334, Register's Office for Sumner County, Tennessee, and as hereafter amended.

Section 4. "Developer" shall have the meaning given to it in the Declaration.

Section 5. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.

Section 6. "Association Properties" shall have the meaning given it in the Declaration.

Section 7. "Lot" shall have the meaning given it in the Declaration.

Section 8. "Owner" shall have the meaning given it in the Declaration.

Section 9. "Sandersville Station" shall have the meaning given it in the Declaration.

## ARTICLE II NAME AND LOCATION

The name of the Association is Saundersville Station, Inc. The principal office of the Association shall be located at 201 Molly Walton Drive, Hendersonville, Tennessee. Meetings of members and directors may be held at such places within the State of Tennessee, County of Sumner, as may be designated by the Board of Directors.

## ARTICLE III MEETINGS AND MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association or upon the Developer calling said meeting, whichever occurs later. Each subsequent regular annual meeting of the Members shall be held within fifteen days of the anniversary of the first regular annual meeting each year thereafter, at the hour of either 6:00 p.m. or 7:00 p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

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

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the discretion of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fourteen (14) days before such meeting to each Member entitled to vote at the meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, thirty percent (30%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Charter, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at the meeting shall have the power to adjourn the meeting from

time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

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

#### ARTICLE IV BOARD OF DIRECTORS

Section 1.      Number. The affairs of the Association shall be managed by a Board of Directors. The initial Board of Directors of the Association shall consist of three (3) persons, who need not be Members of the Association, who shall be appointed by the Developer and who shall serve until the first annual meeting of the Members. From the first annual meeting of the Members and thereafter, the Board of Directors shall consist of seven (7) directors who need not be Members of the Association. Developer maintains four (4) member seats until he relinquishes seats to said Association.

Section 2.      Term of Office. Shall be until the developer relinquishes his four (4) seats and the remaining three (3) directors shall be elected for terms as follows: one director for a term of one year, one director for a term of two years and one director for a term or three years. Thereafter directors shall be elected for a term of one year for the vacancies that are to be filled.

Section 2a.      Term of Office: After the developer relinquishes seats. At the first annual meeting following the transfer of seats to the association from the developer, the Members shall elect three directors for a term of one year, two directors for a term of two years and two directors for a term of three years. Thereafter, at each annual meeting the members shall elect directors for a term of three years for the vacancies that are to be filled. This does not void Developer's voting rights concerning class B stock.

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

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

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

#### ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1.      Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nomination may also be made from the floor at the annual

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

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cause, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at intervals established by the Board without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. The Board shall meet at least monthly for the first year and thereafter at least quarterly.

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

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

## ARTICLE VII POWERS AND DUTIES

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

- (a) Adopt and publish rules and regulations governing the use of the Association Properties and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Charter or the Declaration;

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

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

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

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

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

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

(1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and

(2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

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

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

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

(f) Cause all officers or employees having fiscal responsibilities to be insured with an appropriate policy of insurance.

(g) Cause the Association Properties to be maintained.

ARTICLE VIII  
OFFICERS AND THEIR DUTIES

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



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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX  
COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose. The Architectural Control Committee shall consist of the Board and/or the Developer individually until such time as the Developer relinquishes his seats or empowers the Board to appoint an Architectural Control Committee.

ARTICLE X  
BOOKS AND RECORDS

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

ARTICLE XI  
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall be subject to a late charge in an amount established by the Board of Directors and shall bear interest from the date of delinquency at the maximum 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, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Association Properties or abandonment of his Lot.

ARTICLE XII  
AMENDMENTS

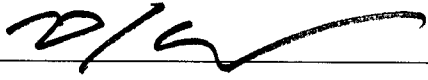
Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person, or by proxy. The Developer may amend these By-Laws as long as there are board seats held by the developer or Class B shares are held by the developer.

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

ARTICLE XIII  
MISCELLANEOUS

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

IN WITNESS WHEREOF, we being all of the directors of Saundersville Station, Inc. have hereunto set our hands this 21 day of November, 2006.

  
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\_\_\_\_\_  
\_\_\_\_\_

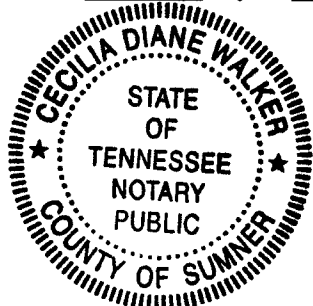
CERTIFICATE

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of Saundersville Station, Inc., a Tennessee not-for-profit corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 21<sup>st</sup> day of November, 2006.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 21<sup>st</sup> day of November, 2006.



My Commission expires:  
October 5, 2010

Cecilia Diane Walker  
SECRETARY

~~DA~~

Cecilia Diane Walker  
Notary Public

Pamela L. Whitaker, Register  
Sumner County Tennessee  
Rec #: 676441  
Rec'd: 15.00      Instrument #: 848267  
State: 0.00  
Clerk: 0.00      Recorded  
EDP: 2.00      7/12/2007 at 1:05 PM  
Total: 17.00      in  
Record Book 2794 Pgs 361-363

This instrument prepared by:  
Steven G. Waters, PLIC  
100 Bluegrass Commons Blvd., Ste. 115  
Hendersonville, TN 37075

**THIRD AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SAUNDERSVILLE STATION  
(including subjection of additional land)**

THIS AMENDMENT TO DECLARATION, made on or as of the date hereinafter set forth by Southeastern Building Corporation and Wyncrest Development Joint Venture, (hereinafter "Developers");

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 895, page 616, and Supplementary Declarations of record in Record Book 1264, page 812, Record Book 1616, page 432, Record Book 1702, page 39, and Record Book 2030, page 804, as amended by Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 2545, page 334, Register's Office for Sumner County, Tennessee, and Second Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 2709, page 28, Register's Office for Sumner County, Tennessee (the "Declaration"), Developer imposed upon the Property certain covenants, conditions and restrictions; and

WHEREAS, the undersigned has accepted assignment of all rights to act and exercise all rights, title, interest, powers, privileges, benefits and obligations as the Developer under the Declaration pursuant to Assignment of Developer's Rights of record in Record Book 2709, page 24, Register's Office for Sumner County, Tennessee; and

WHEREAS, Developers desire to modify certain terms and provisions of the Declaration and hereby adopt this Third Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station.

WITNESSETH:

Developers hereby declare that the tracts or parcels of land located in Sumner County, Tennessee, being known as lots shown on the Final Plat of Saundersville Station, Phase 3, which appears of record in Plat Book 23, pages 137-142, Register's Office for Sumner County, Tennessee, (the "Property") are hereby, and shall be by this Instrument, annexed to, and shall be held, transferred, sold and conveyed subject to the Declaration, as hereby and hereafter amended. The Property shall be subject to all of the terms, covenants, requirements and conditions of the Declaration, the provisions of which are hereby specifically incorporated by reference, and all references therein to any property included within the Declaration shall be deemed to include and encompass the Property.

Developers do hereby ratify the provisions of the instrument as amended hereby, and further declare their intention that those portions of the referenced document which are not specifically or necessarily amended by this instrument shall remain as written.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 11 day of July, 2007.

**DEVELOPERS:**

**SOUTHEASTERN BUILDING CORPORATION**

By: [Signature]  
David J. Luckey President

**WYNCREST DEVELOPMENT JOINT VENTURE, a joint venture composed of Southeastern Building Corporation, a Tennessee corporation, and David Luckey**

**BY: Southeastern Building Corporation,  
A Tennessee corporation**

By: [Signature]  
David J. Luckey, President

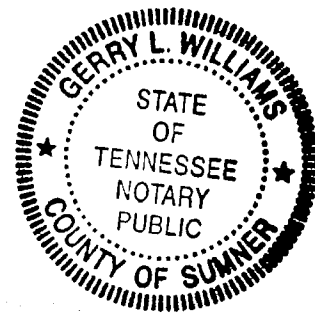
BY: [Signature]  
David Luckey

STATE OF TENNESSEE  
COUNTY OF SUMNER

Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David J. Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be President of Southeastern Building Corporation, the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

Witness my hand and seal at office in Hendersonville, Tennessee, this 11 day of July, 2007.

My Commission Expires: Oct. 5, 2010 Gerry L. Williams  
Notary Public



STATE OF TENNESSEE  
COUNTY OF SUMNER

Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David J. Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be President of Southeastern Building Corporation, the within named bargainor, a corporation, joint venturer of Wyncrest Development Joint Venture, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

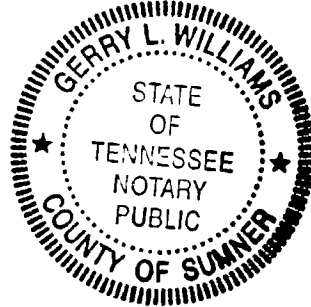
Witness my hand and seal at office in Hendersonville, Tennessee, this 11 day of July, 2007.

My Commission Expires:

Oct. 5, 2010

Notary Public

Gerry L. Williams



STATE OF TENNESSEE  
COUNTY OF SUMNER

Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be joint venturer of Wyncrest Development Joint Venture, the within named bargainor, a joint venture, and that he as such joint venturer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the joint venture by himself as such joint venturer.

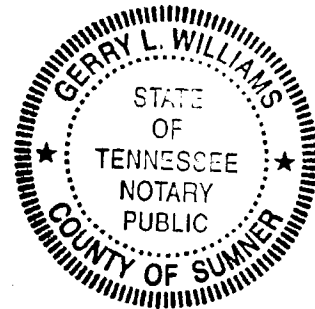
Witness my hand and seal at office in Hendersonville, Tennessee, this 11 day of July, 2007.

My Commission Expires:

Oct. 5, 2010

Notary Public

Gerry L. Williams



10:50  
5

Pamela L. Whitaker, Register  
Sumner County Tennessee  
Rec #: 724761  
Rec'd: 20.00 Instrument #: 922390  
State: 0.00  
Clerk: 0.00 Recorded  
SDP: 2.00 6/30/2009 at 10:50 AM  
Total: 22.00 in  
Record Book 3152 Pgs 277-280

This instrument prepared by:  
Steven G. Waters, PLLC  
100 Bluegrass Commons Blvd., Ste. 115  
Hendersonville, TN 37075

**FOURTH AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SAUNDERSVILLE STATION  
(including subjection of additional land)**

THIS AMENDMENT TO DECLARATION, made on or as of the date hereinafter set forth by Southeastern Building Corporation and Wyncrest Development Joint Venture, (hereinafter "Developers");

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 895, page 616, and Supplementary Declarations of record in Record Book 1264, page 812, Record Book 1616, page 432, Record Book 1702, page 39, and Record Book 2030, page 804, as amended by Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 2545, page 334, Register's Office for Sumner County, Tennessee, and Second Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 2709, page 28, Register's Office for Sumner County, Tennessee, and Third Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 2794, page 362, Register's Office for Sumner County, Tennessee (the "Declaration"), Developer imposed upon the Property certain covenants, conditions and restrictions; and

WHEREAS, the undersigned has accepted assignment of all rights to act and exercise all rights, title, interest, powers, privileges, benefits and obligations as the Developer under the Declaration pursuant to Assignment of Developer's Rights of record in Record Book 2709, page 24, Register's Office for Sumner County, Tennessee; and

WHEREAS, Developers desire to modify certain terms and provisions of the Declaration and hereby adopt this Third Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station.

WITNESSETH:

1. Annexation.

Developers hereby declare that the tracts or parcels of land located in Sumner County, Tennessee, being known as lots shown on the Final Plat of Saundersville Station, Phase 5 Section 1, which appears of record in Plat Book 26, Page 44, Register's Office for Sumner County, Tennessee, (the "Property") are hereby, and shall be by this Instrument, annexed to, and shall be held, transferred, sold and conveyed subject to the Declaration, as hereby and hereafter amended. The Property shall be subject to all of the terms, covenants, requirements and conditions of the Declaration, the provisions of which are hereby specifically incorporated by reference, and all references therein

*St. Southeastern Building*



to any property included within the Declaration shall be deemed to include and encompass the Property.

2. Article 6 is hereby amended to add Section 11.

Section 11. Villas Section. The previous Sections notwithstanding: the Villas, hereafter defined, shall have Landscape Maintenance, hereafter defined, Common Building Maintenance, hereafter defined, and Street Maintenance, hereafter defined, provided by the Association. For the purpose of the Villas, Landscape Maintenance shall be described as lawn mowing, mulching, annual trimming of beds, and normal care of landscaping beds installed as part of the original home production in the front and rear yard and any side yard not enclosed by fence as well as other issues to be determined by the Association's Board of Directors. Common Building Maintenance for the Villas shall be comprised of the replacement of roofing associated with the common structure and other issues to be determined by the Association's Board of Directors. Street Maintenance for the Villas shall be comprised of repair and or replacement of the asphalt streets and curb and gutter and other issues to be determined by the Association's Board of Directors.

The initial amount set by the Developer for the Villas as \$125 per month or \$375 per quarter. The roofing reserve and any other common Building maintenance for the townhomes shall be set at an additional \$25 per month or \$75 per quarter. There shall be no annual Assessment for a Class B lot Owner. All initiation fees for the benefit of the Association shall be levied upon the transfer of a lot to the first lot homeowner. The fee shall be established by the Developer, but in no case be less than \$500 per lot.

Villas are defined as Lots 318, 319, 320, 321, 322, 323, 412, 413, 414, and 415 in Saundersville Station Phase 5 Section 1 which appears in Plat Book 26, Page 44, Register's Office for Sumner County, Tennessee, only, and are not imposed on lots in Saundersville Station Phase 1, Phase 2 Section 1, Phase 2 Section 2, Phase 2 Section 2A, Phase 2 Section 3, or Phase 3.

2. Article 12 Section 5 is hereby amended to add the following sentence:

Section 5. Houses located in the Villas Section, hereafter defined, shall have a minimum floor area, exclusive of garages, carports, or porches, of 1,250 total square feet in the house. If porches are screened, covered or enclosed they can be include in the total square feet of the house.

Developers do hereby ratify the provisions of the instrument as amended hereby, and further declare their intention that those portions of the referenced document which are not specifically or necessarily amended by this instrument shall remain as written.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 30 day of June, 2009.


**DEVELOPERS:**


**SOUTHEASTERN BUILDING CORPORATION**

By:   
David J. Luckey President

**WYNCREST DEVELOPMENT JOINT VENTURE, a joint venture composed of Southeastern Building Corporation, a Tennessee corporation, and David Luckey**

**BY: Southeastern Building Corporation,  
A Tennessee corporation**

By:   
David J. Luckey, President

BY:   
David Luckey

STATE OF TENNESSEE  
COUNTY OF SUMNER

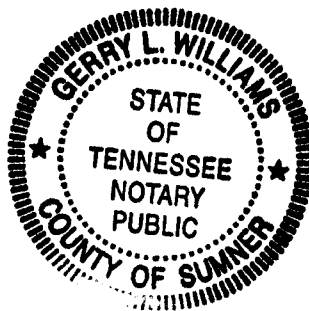
Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David J. Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be President of Southeastern Building Corporation, the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

Witness my hand and seal at office in Hendersonville, Tennessee, this 30 day of June, 2009.

My Commission Expires:

Oct. 5, 2010

Notary Public



STATE OF TENNESSEE  
COUNTY OF SUMNER

Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David J. Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be President of Southeastern Building Corporation, the within named bargainor, a corporation, joint venturer of Wyncrest Development Joint Venture, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

Witness my hand and seal at office in Hendersonville, Tennessee, this 30 day of June, 2009.

My Commission Expires: Oct. 5, 2010  Notary Public

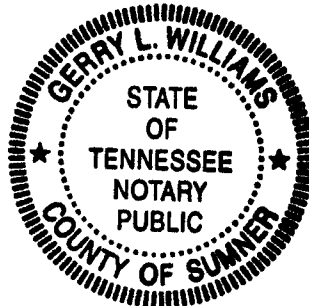


STATE OF TENNESSEE  
COUNTY OF SUMNER

Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be joint venturer of Wyncrest Development Joint Venture, the within named bargainor, a joint venture, and that he as such joint venturer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the joint venture by himself as such joint venturer.

Witness my hand and seal at office in Hendersonville, Tennessee, this 30 day of June, 2009.

My Commission Expires: Oct. 5, 2010  Notary Public



1:08

Pamela L. Whitaker, Register  
Sumner County Tennessee  
Rec #: 646280  
Rec'd: 15.00 Instrument #: 801689  
State: 0.00  
Clerk: 0.00 Recorded  
EDP: 2.00 7/13/2006 at 1:08 PM  
Total: 17.00 in  
Record Book 2545 Pgs 334-336

This instrument prepared by:  
David J. Luckey  
SOUTHEASTERN BUILDING CORPORATION  
201 Molly Walton Drive  
Hendersonville, TN 37075

Re

## AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SAUNDERSVILLE STATION

THIS AMENDMENT TO DECLARATION, made on or as of the date hereinafter set forth by Southeastern Building Corporation and Wyncrest Development Joint Venture, (hereinafter "Developers");

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 895, page 616, and Supplementary Declarations of record in Record Book 1264, page 812, Record Book 1616, page 432, Record Book 1702, page 39, and Record Book 2030, page 804, Register's Office for Sumner County, Tennessee, (the "Declaration"), Developer imposed upon the Property certain covenants, conditions and restrictions; and

WHEREAS, Developers desire to modify certain terms and provisions of the Declaration and hereby adopt this Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station.

### WITNESSETH:

Article XII, Section 19, (Declaration) is hereby deleted in its entirety and the following is substituted therefor:

Section 19      Fences. No fence shall be constructed or erected on any Lot unless the design, location and building material thereof has been approved prior thereto by the Architectural Control Committee in writing. No fence constructed or erected on any Lot shall extend forward of the front line of the Unit on said Lot. And, no fence will be constructed without using suitable building materials. No wire or chain link fences will be allowed.

Fences that are acceptable are as listed below:

1. Aluminum or wrought iron: 4' to 6' in height with tapered tip pickets.  
Fences are to be black in color.
2. Wood privacy fence 6' in height with panels abutted with dog eared tops.

Both fences to be professionally maintained and installed. Wood fences must be sealed on an annual basis. The above listed fences are a guide only. All fences must be approved through the Architectural Control Committee.



Wood, aluminum, or wrought iron fences that are not maintained shall be subject to action by the Board of Directors of the Homeowners Association. Action shall not be limited to repair, replacement, or removal of said fence and cost is to be reimbursable to the association per the Restrictions and Covenants of Saundersville Station.

Developers do hereby ratify the provisions of the instrument as amended hereby, and further declare their intention that those portions of the referenced document which are not specifically or necessarily amended by this instrument shall remain as written.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 27<sup>th</sup> day of April, 2005.

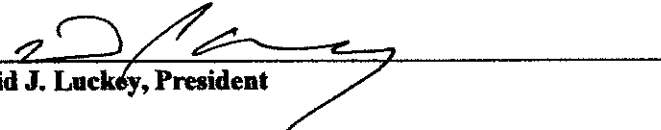
**DEVELOPERS:**

**SOUTHEASTERN BUILDING CORPORATION**


By:   
David J. Luckey President

**WYNCREST DEVELOPMENT JOINT VENTURE, a joint venture composed of Southeastern Building Corporation, a Tennessee corporation, and Southeastern Residential Development, a Tennessee general partnership**

**BY: Southeastern Building Corporation,  
A Tennessee corporation**

By:   
David J. Luckey, President

**BY: Southeastern Residential Development,  
A Tennessee general partnership**

By:   
David J. Luckey, Partner

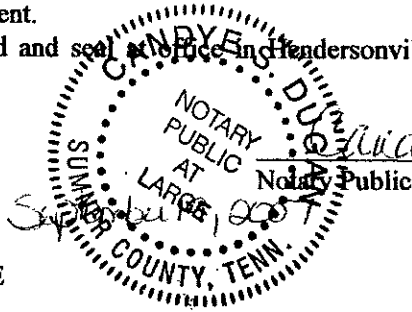


STATE OF TENNESSEE  
COUNTY OF SUMNER

Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David J. Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be President of Southeastern Building Corporation, the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

Witness my hand and seal at office in Hendersonville, Tennessee, this 27<sup>th</sup> day of April, 2005.

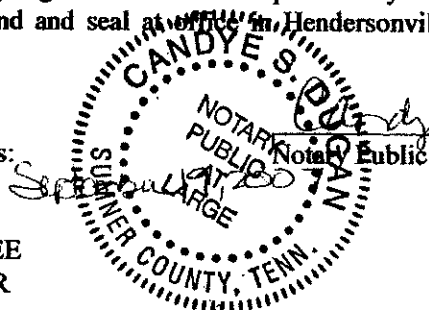
My Commission Expires:

STATE OF TENNESSEE  
COUNTY OF SUMNER

Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David J. Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be President of Southeastern Building Corporation, the within named bargainor, a corporation, joint venturer of Wyncrest Development Joint Venture, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

Witness my hand and seal at office in Hendersonville, Tennessee, this 27<sup>th</sup> day of April, 2005.

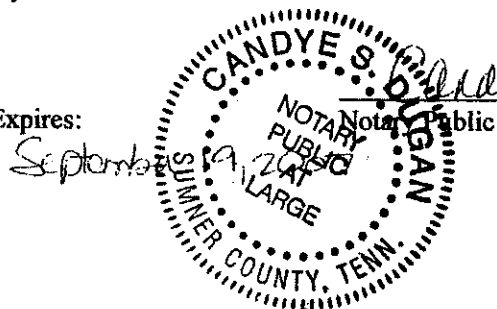
My Commission Expires:

STATE OF TENNESSEE  
COUNTY OF SUMNER

Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David J. Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be Partner of Southeastern Residential Development, the within named bargainor, a general partnership, joint venturer of Wyncrest Development Joint Venture, and that he as such Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as such Partner.

Witness my hand and seal at office in Hendersonville, Tennessee, this 27<sup>th</sup> day of April, 2005.

My Commission Expires:







12-15

Pamela L. Whitaker, Register  
Sumner County Tennessee  
Rec #: 665771  
Rec'd: 25.00 Instrument #: 832077  
State: 0.00  
Clerk: 0.00 Recorded  
EDP: 2.00 3/7/2007 at 12:45 PM  
Total: 27.00 in  
Record Book 2709 Pgs 28-32

This instrument prepared by:  
Steven G. Waters, PLLC  
100 Bluegrass Commons Blvd., Ste. 115  
Hendersonville, TN 37075

**SECOND AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SAUNDERSVILLE STATION**

THIS AMENDMENT TO DECLARATION, made on or as of the date hereinafter set forth by Southeastern Building Corporation and Wyncrest Development Joint Venture, (hereinafter "Developers");

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 895, page 616, and Supplementary Declarations of record in Record Book 1264, page 812, Record Book 1616, page 432, Record Book 1702, page 39, and Record Book 2030, page 804, as amended by Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 2545, page 334, Register's Office for Sumner County, Tennessee, (the "Declaration"), Developer imposed upon the Property certain covenants, conditions and restrictions; and

WHEREAS, the undersigned has accepted assignment of all rights to act and exercise all rights, title, interest, powers, privileges, benefits and obligations as the Developer under the Declaration pursuant to Assignment of Developer's Rights of record in Record Book 2709, page 24, Register's Office for Sumner County, Tennessee; and

WHEREAS, Developers desire to modify certain terms and provisions of the Declaration and hereby adopt this Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station.

**WITNESSETH:**

1. Article II, Section 2, (Declaration) is hereby deleted in its entirety and the following is substituted therefore:

Section 2. Additions To Existing Property. Additional lands may become subject to this Declaration in the following manner:

The Developer, its heirs and assigns shall have the right to bring within the schedule of this Declaration additional properties in future stages of development in accord with a master plan of development on properties for additional stages of Saundersville Station and contemplates that additional Sections shall become an addition to the existing property and subject to this Declaration for an estimated total of 435 lots. However, it is expressly understood that Developer, at its option, may limit the number of lots to be annexed as a part of this Declaration to 182 lots, more or less, as determined by Developer. The location of said 182 lots will be contiguous as appropriate for this regime. Developer, at its option, may establish a separate association, subject to its own covenants, conditions and restrictions for the remaining lots.



**Thus, at Developer's option, the development may be divided into two separate associations as herein above set forth.**

The additions authorized hereunder shall be made by filing of record a Supplementary Declaration of covenants and restrictions with respect to the additional property, which shall extend the scheme of the covenants and restrictions of this Declaration to such property. The additions authorized hereunder may be annexed by Developer without the consent of the members within twenty (20) years six (6) months of the date of this instrument. The Developer retains the right to make lot adjustments for purposes of beautification and other adjustments in keeping with proper construction practices and customs. Such Supplementary Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to satisfy topographic conditions as may be necessary to reflect the different character, if any, of the added properties, including reduction or increase in lot size. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the Existing Property.

2. Article IV, Section 2 (Declaration), is hereby deleted in its entirety and the following is substituted therefore:

Section 2. Voting Rights. 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 among themselves determine, but in no event shall more than one vote be cast with respect to a Lot.

Class B. The Class B member(s) shall be the Developer 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:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) When the Developer relinquishes its board seats.

3. Article VI, Section 6, Item (ii), (Declaration) is hereby deleted in its entirety and the following is substituted therefore:

(ii) Special assessments in the amount of \$600.00 or less per lot shall require the assent of fifty-one percent (51%) of the total votes of all classes of members who are voting in person or by proxy or through a representative (as provided for in the By-Laws of the Association) at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.



4. Article VI, Section 10, (Declaration) is hereby deleted in its entirety and the following is substituted therefor:

Section 10. Exempt Property. Each lot situated within Saundersville Station shall be exempt from the assessments, charges and liens created herein until conveyed by the Developer or his assignee to another Owner. It is expressly understood that Haury and Smith Contractors, Inc., Wyncrest Development Joint Venture, Southeastern Building Corporation and/or any other builder are construed to be exempt under this provision until any house constructed by such party or entity is occupied or sold, whichever first occurs. Any unimproved lot sold by Developer to a contractor who is not a subsidiary of Developer is exempt from assessments until any house constructed by such party or entity is occupied or sold, whichever first occurs. The following property, subject to this Declaration, shall also be exempt from the assessments, charges and liens created herein:

(a) All properties to the extent of any easement or other interest therein dedicated to and accepted by a local public authority and devoted to public use.

5. Article XII, Section 3, (Declaration) is hereby deleted in its entirety and the following is substituted therefor:

Section 3. Building Materials. No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot except for purposes of construction on such Lot and shall not be stored on such Lot for longer than that length of time reasonably necessary, in the sole discretion of the Association's Board of Directors or Developer, for the construction in which same is to be used.

Developers do hereby ratify the provisions of the instrument as amended hereby, and further declare their intention that those portions of the referenced document which are not specifically or necessarily amended by this instrument shall remain as written.

Now IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 21 day of \_\_\_\_\_, 2006.

**DEVELOPERS:**

**SOUTHEASTERN BUILDING CORPORATION**

By:   
David J. Luckey President



WYNCREST DEVELOPMENT JOINT VENTURE, a joint venture composed of Southeastern Building Corporation, a Tennessee corporation, and Southeastern Residential Development, a Tennessee general partnership

BY: Southeastern Building Corporation,  
A Tennessee corporation

By: [Signature]  
David J. Luckey, President

BY: Southeastern Residential Development,  
A Tennessee general partnership

By: [Signature]  
David J. Luckey, Partner

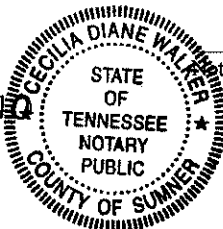
STATE OF TENNESSEE  
COUNTY OF SUMNER

Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David J. Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be President of Southeastern Building Corporation, the within named bargainer, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

Witness my hand and seal at office in Hendersonville, Tennessee, this 21 day of November, 2006.

My Commission Expires:

October 5, 2010



Cecilia Diane Walker  
Notary Public





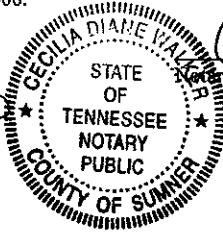
STATE OF TENNESSEE  
COUNTY OF SUMNER

Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David J. Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be President of Southeastern Building Corporation, the within named bargainor, a corporation, joint venture of Wyncrest Development Joint Venture, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

Witness my hand and seal at office in Hendersonville, Tennessee, this 21<sup>st</sup> day of November, 2006.

My Commission Expires:

October 5, 2010



Cecilia Diane Walker  
Notary Public

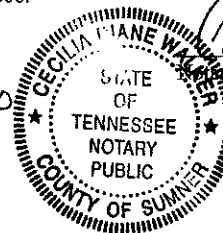
STATE OF TENNESSEE  
COUNTY OF SUMNER

Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David J. Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be Partner of Southeastern Residential Development, the within named bargainor, a general partnership, joint venture of Wyncrest Development Joint Venture, and that he as such Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as such Partner.

Witness my hand and seal at office in Hendersonville, Tennessee, this 21<sup>st</sup> day of November, 2006.

My Commission Expires:

October 5, 2010



Cecilia Diane Walker  
Notary Public



This instrument prepared by:  
Steven G. Waters, PLLC  
100 Bluegrass Commons Blvd., Ste. 115  
Hendersonville, TN 37075

106  
Pamela L. Whitaker, Register  
Sumner County Tennessee  
Rec #: 676441  
Rec'd: 15.00 Instrument #: 848267  
State: 0.00  
Clerk: 0.00 Recorded  
EDP: 2.00 7/12/2007 at 1:05 PM  
Total: 17.00 in  
Record Book 2794 Pgs 361-363

**THIRD AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SAUNDERSVILLE STATION  
(including subsection of additional land)**

THIS AMENDMENT TO DECLARATION, made on or as of the date hereinafter set forth by Southeastern Building Corporation and Wyncrest Development Joint Venture, (hereinafter "Developers");

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 895, page 616, and Supplementary Declarations of record in Record Book 1264, page 812, Record Book 1616, page 432, Record Book 1702, page 39, and Record Book 2030, page 804, as amended by Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 2545, page 334, Register's Office for Sumner County, Tennessee, and Second Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 2709, page 28, Register's Office for Sumner County, Tennessee (the "Declaration"), Developer imposed upon the Property certain covenants, conditions and restrictions; and

WHEREAS, the undersigned has accepted assignment of all rights to act and exercise all rights, title, interest, powers, privileges, benefits and obligations as the Developer under the Declaration pursuant to Assignment of Developer's Rights of record in Record Book 2709, page 24, Register's Office for Sumner County, Tennessee; and

WHEREAS, Developers desire to modify certain terms and provisions of the Declaration and hereby adopt this Third Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station.

**WITNESSETH:**

Developers hereby declare that the tracts or parcels of land located in Sumner County, Tennessee, being known as lots shown on the Final Plat of Saundersville Station, Phase 3, which appears of record in Plat Book 23, pages 137-142, Register's Office for Sumner County, Tennessee, (the "Property") are hereby, and shall be by this instrument, annexed to, and shall be held, transferred, sold and conveyed subject to the Declaration, as hereby and hereafter amended. The Property shall be subject to all of the terms, covenants, requirements and conditions of the Declaration, the provisions of which are hereby specifically incorporated by reference, and all references therein to any property included within the Declaration shall be deemed to include and encompass the Property.

Developers do hereby ratify the provisions of the instrument as amended hereby, and further declare their intention that those portions of the referenced document which are not specifically or necessarily amended by this instrument shall remain as written.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 11 day of July, 2007.

**DEVELOPERS:**

**SOUTHEASTERN BUILDING CORPORATION**

By: [Signature]  
David J. Luckey President

**WYNCREST DEVELOPMENT JOINT VENTURE**, a joint venture composed of Southeastern Building Corporation, a Tennessee corporation, and David Luckey

**BY: Southeastern Building Corporation,**  
A Tennessee corporation

By: [Signature]  
David J. Luckey, President

BY: [Signature]  
David Luckey

STATE OF TENNESSEE  
COUNTY OF SUMNER

Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David J. Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be President of Southeastern Building Corporation, the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

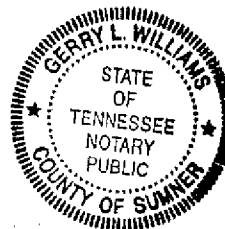
Witness my hand and seal at office in Hendersonville, Tennessee, this 11 day of July, 2007.

My Commission Expires:

Oct. 5, 2010

Notary Public

Gerry L. Williams



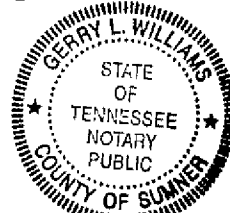
STATE OF TENNESSEE  
COUNTY OF SUMNER

Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David J. Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be President of Southeastern Building Corporation, the within named bargainer, a corporation, joint venturer of Wyncrest Development Joint Venture, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

Witness my hand and seal at office in Hendersonville, Tennessee, this 11 day of July, 2007.

My Commission Expires: Oct. 5, 2010

Gerry L. Williams  
Notary Public



STATE OF TENNESSEE  
COUNTY OF SUMNER

Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be joint venturer of Wyncrest Development Joint Venture, the within named bargainer, a joint venture, and that he as such joint venturer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the joint venture by himself as such joint venturer.

Witness my hand and seal at office in Hendersonville, Tennessee, this 11 day of July, 2007.

My Commission Expires: Oct. 5, 2010

Gerry L. Williams  
Notary Public



Pamela L. Whitaker, Register  
Sumner County Tennessee  
Rec #: 724761  
Rec'd: 20.00 Instrument #: 922390  
State: 0.00  
Clark: 0.00 Recorded  
EDP: 2.00 6/30/2009 at 10:50 AM  
Total: 22.00 in  
Record Book 3152 Pgs 277-280

10:50  
5

This instrument prepared by:  
Steven G. Waters, PLLC  
100 Bluegrass Commons Blvd., Ste. 115  
Hendersonville, TN 37075

**FOURTH AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SAUNDERSVILLE STATION  
(including subsection of additional land)**

THIS AMENDMENT TO DECLARATION, made on or as of the date hereinafter set forth by Southeastern Building Corporation and Wyncrest Development Joint Venture, (hereinafter "Developers");

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 895, page 616, and Supplementary Declarations of record in Record Book 1264, page 812, Record Book 1616, page 432, Record Book 1702, page 39, and Record Book 2030, page 804, as amended by Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 2545, page 334, Register's Office for Sumner County, Tennessee, and Second Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 2709, page 28, Register's Office for Sumner County, Tennessee, and Third Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 2794, page 362, Register's Office for Sumner County, Tennessee (the "Declaration"), Developer imposed upon the Property certain covenants, conditions and restrictions; and

WHEREAS, the undersigned has accepted assignment of all rights to act and exercise all rights, title, interest, powers, privileges, benefits and obligations as the Developer under the Declaration pursuant to Assignment of Developer's Rights of record in Record Book 2709, page 24, Register's Office for Sumner County, Tennessee; and

WHEREAS, Developers desire to modify certain terms and provisions of the Declaration and hereby adopt this Third Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station.

**WITNESSETH:**

**1. Annexation.**

Developers hereby declare that the tracts or parcels of land located in Sumner County, Tennessee, being known as lots shown on the Final Plat of Saundersville Station, Phase 5 Section 1, which appears of record in Plat Book 26, Page 44, Register's Office for Sumner County, Tennessee, (the "Property") are hereby, and shall be by this Instrument, annexed to, and shall be held, transferred, sold and conveyed subject to the Declaration, as hereby and hereafter amended. The Property shall be subject to all of the terms, covenants, requirements and conditions of the Declaration, the provisions of which are hereby specifically incorporated by reference, and all references therein

*At Southeastern Building*





to any property included within the Declaration shall be deemed to include and encompass the Property.

2. Article 6 is hereby amended to add Section 11.

Section 11. Villas Section. The previous Sections notwithstanding: the Villas, hereafter defined, shall have Landscape Maintenance, hereafter defined, Common Building Maintenance, hereafter defined, and Street Maintenance, hereafter defined, provided by the Association. For the purpose of the Villas, Landscape Maintenance shall be described as lawn mowing, mulching, annual trimming of beds, and normal care of landscaping beds installed as part of the original home production in the front and rear yard and any side yard not enclosed by fence as well as other issues to be determined by the Association's Board of Directors. Common Building Maintenance for the Villas shall be comprised of the replacement of roofing associated with the common structure and other issues to be determined by the Association's Board of Directors. Street Maintenance for the Villas shall be comprised of repair and or replacement of the asphalt streets and curb and gutter and other issues to be determined by the Association's Board of Directors.

The initial amount set by the Developer for the Villas as \$125 per month or \$375 per quarter. The roofing reserve and any other common Building maintenance for the townhomes shall be set at an additional \$25 per month or \$75 per quarter. There shall be no annual Assessment for a Class B lot Owner. All initiation fees for the benefit of the Association shall be levied upon the transfer of a lot to the first lot homeowner. The fee shall be established by the Developer, but in no case be less than \$500 per lot.

Villas are defined as Lots 318, 319, 320, 321, 322, 323, 412, 413, 414, and 415 in Saundersville Station Phase 5 Section 1 which appears in Plat Book 26, Page 44, Register's Office for Sumner County, Tennessee, only, and are not imposed on lots in Saundersville Station Phase 1, Phase 2 Section 1, Phase 2 Section 2, Phase 2 Section 2A, Phase 2 Section 3, or Phase 3.

2. Article 12 Section 5 is hereby amended to add the following sentence:

Section 5. Houses located in the Villas Section, hereafter defined, shall have a minimum floor area, exclusive of garages, carports, or porches, of 1,250 total square feet in the house. If porches are screened, covered or enclosed they can be include in the total square feet of the house.

Developers do hereby ratify the provisions of the instrument as amended hereby, and further declare their intention that those portions of the referenced document which are not specifically or necessarily amended by this instrument shall remain as written.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 30 day of June, 2009.



**DEVELOPERS:**

**SOUTHEASTERN BUILDING CORPORATION**

By: [Signature]  
David J. Luckey President

**WYNCREST DEVELOPMENT JOINT VENTURE, a joint venture composed of Southeastern Building Corporation, a Tennessee corporation, and David Luckey**

**BY: Southeastern Building Corporation,  
A Tennessee corporation**

By: [Signature]  
David J. Luckey, President

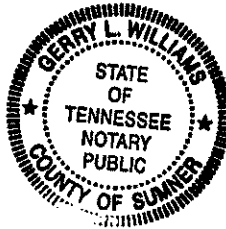
BY: [Signature]  
David Luckey

**STATE OF TENNESSEE  
COUNTY OF SUMNER**

Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David J. Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be President of Southeastern Building Corporation, the within named bargainer, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

Witness my hand and seal at office in Hendersonville, Tennessee, this 30 day of June, 2009.

My Commission Expires: Oct. 5, 2010 Notary Public



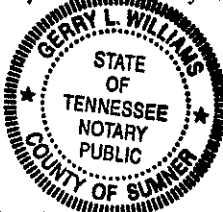


STATE OF TENNESSEE  
COUNTY OF SUMNER

Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David J. Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be President of Southeastern Building Corporation, the within named bargainor, a corporation, joint venturer of Wyncrest Development Joint Venture, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

Witness my hand and seal at office in Hendersonville, Tennessee, this 30 day of June, 2009.

My Commission Expires: Oct. 5, 2010  Notary Public

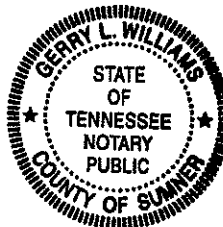


STATE OF TENNESSEE  
COUNTY OF SUMNER

Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be joint venturer of Wyncrest Development Joint Venture, the within named bargainor, a joint venture, and that he as such joint venturer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the joint venture by himself as such joint venturer.

Witness my hand and seal at office in Hendersonville, Tennessee, this 30 day of June, 2009.

My Commission Expires: Oct. 5, 2010  Notary Public





100

Pamela L. Whitaker, Register  
Sumner County Tennessee  
Rec #: 761391 Instrument #: 979195  
Rec'd: 25.00 Recorded  
State: 0.00 4/26/2011 at 9:00 AM  
Clerk: 0.00 in Record Book  
SDP: 2.00 3417  
Total: 27.00 Pgs 18-22

This instrument prepared by:  
Charles C. Gentry, III  
1000 Kennesaw Blvd.  
Gallatin, TN 37066

**FIFTH AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SAUNDERSVILLE STATION  
(including subjection of additional land)**

THIS AMENDMENT TO DECLARATION, made on or as of the date hereinafter set forth by Southeastern Building Corporation and Wyncrest Development Joint Venture, (hereinafter "Developers");

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 895, page 616, and Supplementary Declarations of record in Record Book 1264, page 812, Record Book 1616, page 432, Record Book 1702, page 39, and Record Book 2030, page 804, as amended by Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 2545, page 334, Register's Office for Sumner County, Tennessee, and Second Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 2709, page 28, Register's Office for Sumner County, Tennessee, Third Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 2794, page 362, Register's Office for Sumner County, Tennessee, and Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 3152, page 277, Register's Office for Sumner County, Tennessee (the "Declaration"), Developer imposed upon the Property certain covenants, conditions and restrictions; and

WHEREAS, the undersigned has accepted assignment of all rights to act and exercise all rights, title, interest, powers, privileges, benefits and obligations as the Developer under the Declaration pursuant to Assignment of Developer's Rights of record in Record Book 2709, page 24, Register's Office for Sumner County, Tennessee; and

WHEREAS, Developers desire to modify certain terms and provisions of the Declaration and hereby adopt this Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station.

**WITNESSETH:**

1. Annexation.

Developers hereby declare that the tracts or parcels of land located in Sumner County, Tennessee, being known as lots shown on the Final Plat of Saundersville Station, Phase 4 Section 1, which appears of record in Plat Book 26, Page 4, Register's Office for Sumner County, Tennessee, the Final Plat of Saundersville Station, Phase 4 Section 2, which appears of record in Plat Book 26, Page 365, Register's Office for Sumner County, Tennessee, the Final Plat of Saundersville Station, Phase 5 Section 2A, which appears of record in Plat Book 26, Page 364, Register's Office for Sumner County, Tennessee, the Final Plat of Saundersville Station, Phase 5 Section 3, which

*Per Hallmark Title*





appears of record in Plat Book 26, Page 318, Register's Office for Sumner County, Tennessee, and the Final Plat of Saundersville Station, Phase 5 Section 4, which appears of record in Plat Book 27, Page 28, Register's Office for Sumner County, Tennessee, (the "Property") are hereby, and shall be by this Instrument, annexed to, and shall be held, transferred, sold and conveyed subject to the Declaration, as hereby and hereafter amended. The Property shall be subject to all of the terms, covenants, requirements and conditions of the Declaration, the provisions of which are hereby specifically incorporated by reference, and all references therein to any property included within the Declaration shall be deemed to include and encompass the Property.

2. Article 6, Section 11 is hereby deleted in its entirety and the following is substituted therefore:

Section 11. Villas Section. The previous Sections notwithstanding: the Villas, hereafter defined, shall have Landscape Maintenance, hereafter defined, Common Building Maintenance, hereafter defined, and Street Maintenance, hereafter defined, provided by the Association. For the purpose of the Villas, Landscape Maintenance shall be described as lawn mowing, mulching, annual trimming of beds, and normal care of landscaping beds installed as part of the original home production in the front and rear yard and any side yard not enclosed by fence as well as other issues to be determined by the Association's Board of Directors. Common Building Maintenance for the Villas shall be comprised of the replacement of roofing associated with the common structure and other issues to be determined by the Association's Board of Directors. Street Maintenance for the Villas shall be comprised of repair and or replacement of the asphalt streets, curb and gutter, and sidewalks and other issues to be determined by the Association's Board of Directors.

The initial amount set by the Developer for the Villas as \$120 per month or \$360 per quarter. There shall be no annual Assessment for a Class B lot Owner. All initiation fees for the benefit of the Association shall be levied upon the transfer of a lot to the first lot homeowner. The fee shall be established by the Developer, but in no case be less than \$500 per lot.

Villas are defined as Lots 318, 319, 320, 321, 322, 323, 412, 413, 414, and 415 in Saundersville Station Phase 5 Section 1 which appears in Plat Book 26, Page 44, Register's Office for Sumner County, Tennessee, and Lots 324, 325, 326, 327, 408, 409, 410, and 411 in Saundersville Station Phase 5 Section 2A which appears in Plat Book 26, Page 364, Register's Office for Sumner County, Tennessee, only, and are not imposed on lots in Saundersville Station Phase 1, Phase 2 Section 1, Phase 2 Section 2, Phase 2 Section 2A, Phase 2 Section 3, Phase 3, Phase 4 Section 1, Phase 4 Section 2, Phase 5 Section 3, or Phase 5 Section 4.

3. Article 6 is hereby amended to add Section 12.

Section 12. Garden Homes Section. The previous Sections notwithstanding: the Garden Homes, hereafter defined, shall have Common Building Maintenance, hereafter defined, and Street Maintenance, hereafter defined, provided by the Association. Common Building Maintenance for the Garden Homes shall be comprised of the replacement of roofing associated with the common structure and other issues to be determined by the Association's Board of Directors. Street Maintenance for the Garden Homes shall be comprised of repair and or replacement of the



asphalt streets, curb and gutter, and sidewalks and other issues to be determined by the Association's Board of Directors.

The initial amount set by the Developer for the Villas as \$39 per month or \$117 per quarter. There shall be no annual Assessment for a Class B lot Owner. All initiation fees for the benefit of the Association shall be levied upon the transfer of a lot to the first lot homeowner. The fee shall be established by the Developer, but in no case be less than \$500 per lot.

Garden Homes are defined as Lots 448, 449, 450, 451, 474, 475, 476, 477, 478, and 479 in Saundersville Station Phase 5 Section 3 which appears in Plat Book 26, Page 318, Register's Office for Sumner County, Tennessee, and Lots 452, 453, 454, 455, 456, 457, 458, 459, 468, 469, 470, 471, 472, and 473 in Saundersville Station Phase 5 Section 4 which appears in Plat Book 27, Page 28, Register's Office for Sumner County, Tennessee only, and are not imposed on lots in Saundersville Station Phase 1, Phase 2 Section 1, Phase 2 Section 2, Phase 2 Section 2A, Phase 2 Section 3, Phase 3, Phase 4 Section 1, Phase 4 Section 2, Phase 5 Section 1, or Phase 5 Section 2A.

4. Article 12, Section 19, (Declaration ) is hereby deleted in its entirety and the following is substituted therefore:

Section 19. Fences. No fence shall be constructed or erected on and Lot unless the design, location and building material thereof has been approved prior thereto by the Architectural Control Committee in writing. No fence constructed or erected on any Lot shall extend forward of the front line of the unit on said Lot and no fence will be constructed without using suitable building materials. No wire or chain link fences will be allowed.

Fences that are acceptable are as listed below:

1. Aluminum or wrought iron: 4' to 6' in height with tapered tip pickets. Fences are to be black in color.
2. Wood privacy fence 6' in height with panels abutted with dog eared tops.
3. In the Garden Home Section, all fencing shall be wooden shadowbox fence 6' in height.

Fences to be both professionally maintained and installed. Wood fences must be sealed on an annual basis. The above listed fences are a guide only. All fences must be approved through the Architectural Control Committee.

Wood, Aluminum, or wrought iron fences that are not maintained shall be subject to action by the Board of Directors of the Homeowners Association. Action shall not be limited to repair, replacement, or removal of said fence and cost is to be reimbursable to the association per the Restrictions and Covenants of Saundersville Station.



Developers do hereby ratify the provisions of the instrument as amended hereby, and further declare their intention that those portions of the referenced document which are not specifically or necessarily amended by this instrument shall remain as written.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 13<sup>th</sup> day of April, 2011.

**DEVELOPERS:**

**SOUTHEASTERN BUILDING CORPORATION**

By: [Signature]  
David J. Luckey President

**WYNCREST DEVELOPMENT JOINT VENTURE, a joint venture composed of Southeastern Building Corporation, a Tennessee corporation, and David Luckey**

**BY: Southeastern Building Corporation,  
A Tennessee corporation**

By: [Signature]  
David J. Luckey, President

BY: [Signature]  
David Luckey

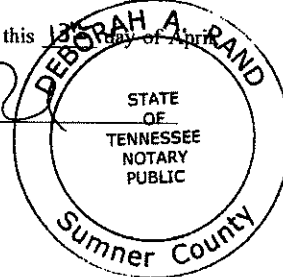
STATE OF TENNESSEE  
COUNTY OF SUMNER

Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David J. Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be President of Southeastern Building Corporation, the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

Witness my hand and seal at office in Hendersonville, Tennessee, this 13<sup>th</sup> day of April, 2011.

My Commission Expires: 12/28/13

[Signature]  
Notary Public



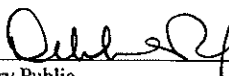


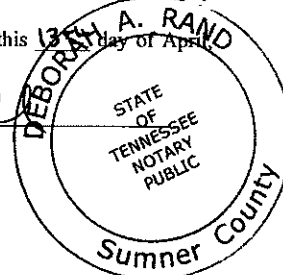
STATE OF TENNESSEE  
COUNTY OF SUMNER

Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David J. Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be President of Southeastern Building Corporation, the within named bargainer, a corporation, joint venturer of Wyncrest Development Joint Venture, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

Witness my hand and seal at office in Hendersonville, Tennessee, this 13<sup>th</sup> day of April, 2011.

My Commission Expires: 12/28/13

  
Notary Public



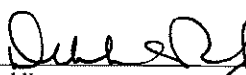
STATE OF TENNESSEE  
COUNTY OF SUMNER

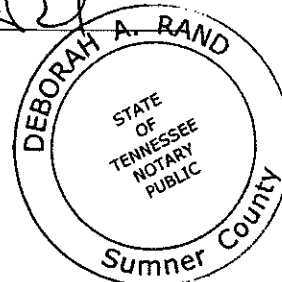
Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be joint venturer of Wyncrest Development Joint Venture, the within named bargainer, a joint venture, and that he as such joint venturer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the joint venture by himself as such joint venturer.

Witness my hand and seal at office in Hendersonville, Tennessee, this 13<sup>th</sup> day of April, 2011.

My Commission Expires:

12/28/13

  
Notary Public







Ret  
This instrument prepared by:  
Charles C. Gentry, III  
1000 Kennesaw Blvd.  
Gallatin, TN 37066

9:24  
Pamela L. Whitaker, Register  
Sumner County Tennessee  
Rec #: 773754 Instrument #: 998294  
Rec'd: 20.00 Recorded  
State: 0.00 12/13/2011 at 9:24 AM  
Clerk: 0.00 in Record Book  
EDP: 2.00 3507  
Total: 22.00 Pgs 325-328

**SIXTH AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SAUNDERSVILLE STATION  
(including subsection of additional land)**

THIS AMENDMENT TO DECLARATION, made on or as of the date hereinafter set forth by Southeastern Building Corporation and Wyncrest Development Joint Venture, (hereinafter "Developers");

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 895, page 616, and Supplementary Declarations of record in Record Book 1264, page 812, Record Book 1616, page 432, Record Book 1702, page 39, and Record Book 2030, page 804, as amended by Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 2545, page 334, Register's Office for Sumner County, Tennessee, and Second Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 2709, page 28, Register's Office for Sumner County, Tennessee, Third Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 2794, page 362, Register's Office for Sumner County, Tennessee, Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 3152, page 277, Register's Office for Sumner County, Tennessee (the "Declaration"), and Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 3417, page 18, Register's Office for Sumner County, Tennessee (the "Declaration"), Developer imposed upon the Property certain covenants, conditions and restrictions; and

WHEREAS, the undersigned has accepted assignment of all rights to act and exercise all rights, title, interest, powers, privileges, benefits and obligations as the Developer under the Declaration pursuant to Assignment of Developer's Rights of record in Record Book 2709, page 24, Register's Office for Sumner County, Tennessee; and

WHEREAS, Developers desire to modify certain terms and provisions of the Declaration and hereby adopt this Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station.

**WITNESSETH:**

**1. Annexation.**

Developers hereby declare that the tracts or parcels of land located in Sumner County, Tennessee, being known as lots shown on the Final Plat of Saundersville Station, Phase 5 Section 5, which appears of record in Plat Book 27, Page 68, Register's Office for Sumner County, Tennessee, and the Final Plat of Saundersville Station, Phase 5 Section 6, which appears of record in Plat Book 27, Page 98, Register's Office for Sumner County, Tennessee, (the "Property") are hereby, and



shall be by this Instrument, annexed to, and shall be held, transferred, sold and conveyed subject to the Declaration, as hereby and hereafter amended. The Property shall be subject to all of the terms, covenants, requirements and conditions of the Declaration, the provisions of which are hereby specifically incorporated by reference, and all references therein to any property included within the Declaration shall be deemed to include and encompass the Property.

2. Article 6, Section 12 is hereby deleted in its entirety and the following is substituted therefore:

Section 12. Garden Homes Section. The previous Sections notwithstanding: the Garden Homes, hereafter defined, shall have Common Building Maintenance, hereafter defined, and Street Maintenance, hereafter defined, provided by the Association. Common Building Maintenance for the Garden Homes shall be comprised of the replacement of roofing associated with the common structure and other issues to be determined by the Association's Board of Directors. Street Maintenance for the Garden Homes shall be comprised of repair and or replacement of the asphalt streets, curb and gutter, and sidewalks and other issues to be determined by the Association's Board of Directors.

The initial amount set by the Developer for the Villas as \$39 per month or \$117 per quarter. There shall be no annual Assessment for a Class B lot Owner. All initiation fees for the benefit of the Association shall be levied upon the transfer of a lot to the first lot homeowner. The fee shall be established by the Developer, but in no case be less than \$500 per lot.

Garden Homes are defined as Lots 448, 449, 450, 451, 474, 475, 476, 477, 478, and 479 in Saundersville Station Phase 5 Section 3 which appears in Plat Book 26, Page 318, Register's Office for Sumner County, Tennessee, Lots 452, 453, 454, 455, 456, 457, 458, 459, 468, 469, 470, 471, 472, and 473 in Saundersville Station Phase 5 Section 4 which appears in Plat Book 27, Page 28, Register's Office for Sumner County, Tennessee, Lots 418-425 and Lots 438-445 in Saundersville Station Phase 5 Section 5 which appears in Plat Book 27, Page 68, Register's Office for Sumner County, Tennessee, and Lots 426-437 and 460-463 in Saundersville Station Phase 5 Section 6 which appears in Plat Book 27, Page 98, Register's Office for Sumner County, Tennessee, only and are not imposed on lots in Saundersville Station Phase 1, Phase 2 Section 1, Phase 2 Section 2, Phase 2 Section 2A, Phase 2 Section 3, Phase 3, Phase 4 Section 1, Phase 4 Section 2, Phase 5 Section 1, or Phase 5 Section 2A.



Developers do hereby ratify the provisions of the instrument as amended hereby, and further declare their intention that those portions of the referenced document which are not specifically or necessarily amended by this instrument shall remain as written.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 2 day of December, 2011.

**DEVELOPERS:**

**SOUTHEASTERN BUILDING CORPORATION**

By: [Signature]  
David J. Luckey President

**WYNCREST DEVELOPMENT JOINT VENTURE, a joint venture composed of Southeastern Building Corporation, a Tennessee corporation, and David Luckey**

**BY: Southeastern Building Corporation,  
A Tennessee corporation**

By: [Signature]  
David J. Luckey, President

BY: [Signature]  
David Luckey

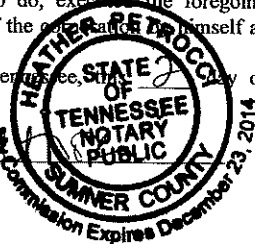
STATE OF TENNESSEE  
COUNTY OF SUMNER

Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David J. Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be President of Southeastern Building Corporation, the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as himself as such President.

Witness my hand and seal at office in Hendersonville, Tennessee, this 2 day of December, 2011.

My Commission Expires:

[Signature]  
Notary Public





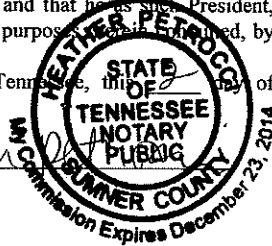
STATE OF TENNESSEE  
COUNTY OF SUMNER

Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David J. Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be President of Southeastern Building Corporation, the within named bargainor, a corporation, joint venturer of Wyncrest Development Joint Venture, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

Witness my hand and seal at office in Hendersonville, Tennessee, this 3 day of December, 2011.

My Commission Expires:

*Heather Petrocci*  
Notary Public



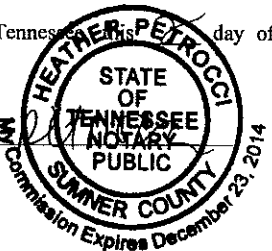
STATE OF TENNESSEE  
COUNTY OF SUMNER

Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be joint venturer of Wyncrest Development Joint Venture, the within named bargainor, a joint venture, and that he as such joint venturer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the joint venture by himself as such joint venturer.

Witness my hand and seal at office in Hendersonville, Tennessee, this 3 day of December, 2011.

My Commission Expires:

*Heather Petrocci*  
Notary Public







This instrument prepared by:  
Charles C. Gentry, III  
1000 Kennesaw Blvd.  
Gallatin, TN 37066

Pamela L. Whitaker, Register  
Sumner County Tennessee  
Rec #: 859633 Instrument #: 1122895  
Rec'd: 15.00 Recorded  
State: 0.00 6/29/2015 at 3:35 PM  
Clerk: 0.00 in Record Book  
Other: 2.00 4137  
Total: 17.00 Pgs 187-189

**SEVENTH AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SAUNDERSVILLE STATION  
(including subjection of additional land)**

THIS AMENDMENT TO DECLARATION, made on or as of the date hereinafter set forth by SS Land Investment, (hereinafter "Developer");

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 895, page 616, and Supplementary Declarations of record in Record Book 1264, page 812, Record Book 1616, page 432, Record Book 1702, page 39, and Record Book 2030, page 804, as amended by Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 2545, page 334, Register's Office for Sumner County, Tennessee, and Second Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 2709, page 28, Register's Office for Sumner County, Tennessee, Third Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 2794, page 362, Register's Office for Sumner County, Tennessee, Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 3152, page 277, Register's Office for Sumner County, Tennessee, Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 3417, page 18, Register's Office for Sumner County, Tennessee, and Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station of record in Record Book 3507, page 325, Register's Office for Sumner County, Tennessee (the "Declaration"), Developer imposed upon the Property certain covenants, conditions and restrictions; and

WHEREAS, the undersigned has accepted assignment of all rights to act and exercise all rights, title, interest, powers, privileges, benefits and obligations as the Developer under the Declaration pursuant to Assignment of Developer's Rights of record in Record Book 3663, page 573, Register's Office for Sumner County, Tennessee; and

WHEREAS, Developer desires to modify certain terms and provisions of the Declaration and hereby adopt this Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for Saundersville Station.

**WITNESSETH:**

**1. Annexation.**

Developer hereby declares that the tracts or parcels of land located in Sumner County, Tennessee, being known as lots shown on the Final Plat of Saundersville Station, Phase 5 Section 7, which appears of record in Plat Book 27, Page 299, Register's Office for Sumner County, Tennessee, the Final Plat of Saundersville Station, Phase 5 Section 8, which appears of record in Plat Book 28, Page 161, Register's Office for Sumner County, Tennessee, the Final Plat of Saundersville Station, Phase 5 Section 9, which appears of record in Plat Book 28, Page 378, Register's Office



for Sumner County, Tennessee, the Final Plat of Saundersville Station, Phase 6, which appears of record in Plat Book 28, Page 392, Register's Office for Sumner County, Tennessee, the Final Plat of Saundersville Station, Phase 7, Section 1, which appears of record in Plat Book 27, Page 282, Register's Office for Sumner County, Tennessee, and the Final Plat of Saundersville Station, Phase 7 Section 2, which appears of record in Plat Book 27, Page 283, Register's Office for Sumner County, Tennessee, (the "Property") are hereby, and shall be by this Instrument, annexed to, and shall be held, transferred, sold and conveyed subject to the Declaration, as hereby and hereafter amended. The Property shall be subject to all of the terms, covenants, requirements and conditions of the Declaration, the provisions of which are hereby specifically incorporated by reference, and all references therein to any property included within the Declaration shall be deemed to include and encompass the Property.

2. Article 6, Section 12 is hereby deleted in its entirety and the following is substituted therefore:

Section 12. Garden Homes Section. The previous Sections notwithstanding: the Garden Homes, hereafter defined, shall have Common Building Maintenance, hereafter defined, and Street Maintenance, hereafter defined, provided by the Association. Common Building Maintenance for the Garden Homes shall be comprised of the replacement of roofing associated with the common structure and other issues to be determined by the Association's Board of Directors. Street Maintenance for the Garden Homes shall be comprised of repair and or replacement of the asphalt streets, curb and gutter, and sidewalks and other issues to be determined by the Association's Board of Directors.

The initial amount set by the Developer for the Villas as \$39 per month or \$117 per quarter. There shall be no annual Assessment for a Class B lot Owner. All initiation fees for the benefit of the Association shall be levied upon the transfer of a lot to the first lot homeowner. The fee shall be established by the Developer, but in no case be less than \$500 per lot.

Garden Homes are defined as Lots 448, 449, 450, 451, 474, 475, 476, 477, 478, and 479 in Saundersville Station Phase 5 Section 3 which appears in Plat Book 26, Page 318, Register's Office for Sumner County, Tennessee, Lots 452, 453, 454, 455, 456, 457, 458, 459, 468, 469, 470, 471, 472, and 473 in Saundersville Station Phase 5 Section 4 which appears in Plat Book 27, Page 28, Register's Office for Sumner County, Tennessee, Lots 418-425 and Lots 438-445 in Saundersville Station Phase 5, Section 5 which appears in Plat Book 27, Page 68, Register's Office for Sumner County, Tennessee, Lots 426-437 and 460-463 in Saundersville Station Phase 5, Section 6 which appears in Plat Book 27, Page 98, Register's Office for Sumner County, Tennessee, Lots 350-393, 416 and 417 in Saundersville Station Phase 5 Section 7 which appears in Plat Book 27, Page 299, Register's Office for Sumner County, Tennessee, Lots 328-349 and 394-407 in Saundersville Station Phase 5, Section 8 which appears in Plat Book 28, Page 161, Register's Office for Sumner County, Tennessee, and Lots 464-467, 480 and 481 in Saundersville Station Phase 5 Section 9 which appears in Plat Book 28, Page 378, Register's Office for Sumner County, Tennessee, only and are not imposed on lots in Saundersville Station Phase 1, Phase 2 Section 1, Phase 2 Section 2, Phase 2 Section 2A, Phase 2 Section 3, Phase 3, Phase 4 Section 1, Phase 4 Section 2, Phase 5 Section 1, Phase 5 Section 2A, Phase 6, Phase 7, Section 1 or Phase 7 Section 2.



Developer does hereby ratify the provisions of the instrument as amended hereby, and further declare their intention that those portions of the referenced document which are not specifically or necessarily amended by this instrument shall remain as written.

IN WITNESS WHEREOF, the undersigned has hereunto set their hand this 25th day of June, 2015.

**DEVELOPER:**

**SS LAND INVESTMENT LLC**

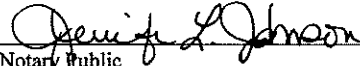
By:   
Charles C Gentry, III, Vice President

STATE OF TENNESSEE  
COUNTY OF SUMNER

Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Charles C. Gentry, III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be Vice President of SS Land Investment LLC, the within named bargainor, a corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Vice President.

Witness my hand and seal at office in Hendersonville, Tennessee, this 25th day of June, 2015.

My Commission Expires:

  
Notary Public

