

THIS INSTRUMENT PREPARED BY:
JOHN T. COOK, P.C.
2927 Berry Hill Drive
Nashville, TN 37204

BK 11119 PE 349

**DECLARATION OF PROTECTIVE COVENANTS
AND OWNERS' ASSOCIATION FOR REUNION**

THIS MASTER DECLARATION of Protective Covenants and Owners' Association for Reunion is hereby declared on March 31, 1998, by Jones Land Company, LLC, a Tennessee limited liability company, ("Declarant"), as that the covenants, conditions, restrictions, easements, reservations, rights-of-way, equitable servitudes and other provisions stated in this Declaration shall run with the land and shall be binding upon the real property in Williamson County, Tennessee, described in Exhibit "A" and upon any parcels of property subsequently annexed hereto in accordance with the provisions of this Declaration and subsequently referred to as "Reunion", and shall be binding upon and inure to the benefit of all parties having any right, title, or interest in such real property and parcels and their heirs, personal and legal representatives, successors and assigns. Declarant hereby declares that all of such real property and parcels shall hereafter be held, sold, conveyed, encumbered, leased, rented, occupied and improved subject to the provisions of this Declaration.

This Declaration shall not be construed to supersede any zoning or subdivision regulation now or hereafter set forth by the City of Franklin, Tennessee.

ARTICLE I

GENERAL

1.1 Project Area. Declarant is the owner of the property described in the attached Exhibit "A" and is or may become the owner of all or portions of the property described in the attached Exhibit "B".

1.2 Purpose of Declaration. Property which becomes subject to the Declaration in the manner hereinafter provided shall be referred to as the "Master Association Area". This Declaration is executed (a) in furtherance of a common and general plan for the property described in the attached Exhibit "A" and for those other parcels of the property which may hereafter become part of the Master Association Area; (b) to protect and enhance the quality, value, desirability and attractiveness of all property which becomes part of the Master Association Area; (c) to provide for a Master Association as a master property owners' association and vehicle to hold, maintain, care for and manage Master Association Properties and to perform functions for the benefit of Owners of Sites within the Master Association Area; (d) to define the duties, powers and rights of the Master Association; and (e) to define certain duties, powers and rights of Owners of Sites within the Master Association Area.

1.3 General Statement. Declarant, for itself and its heirs, legal and personal representatives, successors and assigns, hereby declares that the property described in the attached Exhibit "A" and any parcels of property which may become subject to this Declaration in the manner hereinafter provided, and each part thereof, from the date any such property becomes subject hereto shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to the covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes and other provisions set forth in this Declaration, for the duration thereof, all of which are hereby declared to be part of, pursuant to and in furtherance of a common and general plan of development, improvement, enhancement and protection of the First Subdivision and any portion of the Annexable Area which may hereafter become part of the Master Association Area. The provisions of this Declaration are intended to and shall run with the Master Association Area and,

until their expiration in accordance with the terms of this Declaration, shall bind, be a charge upon and inure to the mutual benefit of: (a) all of the property which becomes part of the Master Association Area and each part or parcel thereof; (b) Declarant and its heirs, legal and personal representatives, successors and assigns; (c) the Master Association and its successors and assigns; and (d) all Persons having or acquiring any right, title or interest in any property which becomes part of the Master Association, or any part or parcel thereof, or any improvement thereon, and their respective heirs, personal and legal representatives, successors and assigns. Unless otherwise expressly provided in this Declaration, words and phrases used herein shall have the meanings as defined in Article II hereof.

ARTICLE II

DEFINITIONS

2.1 Administrative Functions. "Administrative Functions" shall mean all functions of, for and on behalf of the Master Association that are necessary or proper under this Declaration, and shall include, without limitation: (a) providing management and administration of the Master Association; (b) providing development review, control and approval services under Article X or any other portion hereof; (c) incurring reasonable attorneys' fees and accountants' fees; (d) obtaining insurance and bonds; (e) paying real estate, personal property or other taxes levied against the Master Association Properties; (f) incurring filing fees, recording costs and bookkeeping fees; (g) obtaining and maintaining offices and office furniture and equipment; and (h) performing other reasonable and ordinary administrative tasks associated with the operation of the Master Association.

2.2 Annexable Area. "Annexable Area" shall mean all of the real property described on the attached Exhibit "B", all or any portion of which may from time to time be made subject to this Declaration pursuant to the provisions of Article III hereof. The Annexable Area may also be expanded as provided in Section 3.5 hereof.

2.3 Annexed Property. "Annexed Property" shall mean any portion of the Annexable Area which becomes subject to this Declaration in accordance with Section 3.5 hereof.

2.4 Applicant. "Applicant" shall have the meaning described in Section 10.5 hereof.

2.5 Appointment Period. "Appointment Period" shall mean the period of time commencing as of the date of the recordation of this Declaration and continuing until the earlier of (a) the date which is the tenth (10th) anniversary of the date of recordation of this Declaration; (b) the date upon which Declarant ceases to own more than twenty-five acres of land then zoned any classification other than for a use that is primarily residential within the First Subdivision or Annexable Area; or (c) the date of the recording of Declarant's relinquishment of its right to appoint members to the Development Review Committee.

2.6 Area. "Area" shall mean the total area of a site, measured to the nearest one-hundredth of an acre, exclusive of any public road right-of-way, as reasonably determined by the Master Association.

2.7 Articles of Incorporation. "Articles of Incorporation" shall mean the Charter of the Master Association, which have been or will be filed in the office of the Secretary of State of the State of Tennessee, as the same may be amended from time to time.

2.8 Assessment. "Assessment" shall mean a Common Assessment, a Special Assessment or a Reimbursement Assessment.

2.9 Assessment Year. "Assessment Year" shall mean the calendar year or such other period of twelve consecutive calendar months selected by the Board for the levying, determining or assessing of the annual Assessments under this Declaration.

2.10 Board. "Board" shall mean the Board of Directors of the Master Association.

2.11 Budget. "Budget" shall mean a written, reasonably itemized estimate of the expenses to be incurred by the Master Association in the performing of its functions under this Declaration and prepared pursuant to Section 8.2 hereof.

2.12 By-Laws. "By-Laws" shall mean the By-Laws of the Master Association which have been or will be adopted by the Board, as such By-Laws may be amended from time to time.

2.13 Class A Owner. "Class A Owner" shall have the meaning set forth in Section 4.4 hereof. The "Class A membership" comprises all Class A Owners.

2.14 Class B Owner. "Class B Owner" shall have the meaning set forth in Section 4.4 hereof. The "Class B membership" is the Class B Owner's interest in the Master Association.

2.15 Common Assessment. "Common Assessment" shall mean any assessment made for the purpose of covering the portion of the annual or other periodic costs of operating the Master Association, including expenses incurred in connection with any Administrative Function and other expenses duly incurred by or on behalf of the Master Association which are to be paid by each Owner to the Master Association for the purposes provided herein and charged to such Owner and to the Site of such Owner. Expenses which may be duly incurred on behalf of the Master Association in connection with the performance of Administrative Functions include, without limitation, the following: (a) utility charges for utilities serving the Master Association Properties and for the lighting of streets throughout the Annexable Area, as well as charges for other common services for the Master Association Properties; (b) the expenses of maintenance, operation, repair and replacement of the Master Association Properties, including, without limitation, costs of labor, equipment and materials incurred in connection therewith; (c) principal, interest and other charges payable with respect to loans to the Master Association to perform any Administrative Function, including, without limitation, loans financing the construction of improvements for the Master Association Properties; (d) such other expenses as may be determined from time to time by the Board to be incurred necessarily or appropriately for the performance of Administrative Functions, including, without limitation, taxes, utility charges, and government charges not separately assessed against Sites; and (e) the establishment and maintenance of a reasonable reserve fund (i) for maintenance, repair and replacement of those portions of the Master Association Properties and improvements thereon that are the responsibility of the Master Association and that must be maintained, repaired or replaced on a periodic basis; and (ii) to cover unforeseen operating contingencies or deficiencies arising from unpaid assessments or liens, as well as from emergency expenditures and other matters, all as may be authorized from time to time by the Board. Notwithstanding the preceding sentences in this Section, Common Assessments shall not be used for the payment of any expenses for the acquisition of Master Association Properties or any material capital improvements.

2.16 County Records. "County Records" shall mean the recorded real estate records in the office of the Register's Office for Williamson County, Tennessee.

2.17 Declarant. "Declarant" shall mean a limited liability company, and its successors and assigns. A Person shall be deemed a "successor and assign" of Jones Land Company, LLC ("JLC, LLC") as Declarant only if specifically so designated in a duly recorded written instrument as a successor or assign of Declarant under this Declaration and/or under a Supplement Declaration and shall be deemed a successor or assign of Declarant only as to the particular rights or interests of Declarant under this Declaration or under such Supplemental Declaration which are specifically designated in such recorded, written instrument. Notwithstanding the foregoing, a successor to JLC, LLC, by reason of consolidation or merger shall be deemed a successor or assign of JLC, LLC, as Declarant under this Declaration.

2.18 Declaration. "Declaration" shall mean this Master Declaration of Protective Covenants for Reunion, as it may be amended from time to time.

2.19 Delegate. "Delegate" shall mean the natural Person selected by an Owner or Owners pursuant to Section 4.5 and 4.6 hereof to represent and cast votes on behalf of such Owner or Owners as provided in this Declaration.

2.20 Delegate District. "Delegate District" shall mean a geographical area not smaller than twenty-five acres which constitutes a portion or portions of the Master Association Area and from which all Owners in that Delegate District shall elect a single Delegate to represent their Voting Units, as further provided in Article IV hereof.

2.21 Development Review Committee. "Development Review Committee" shall mean the committee for which provision is made in Article X of this Declaration.

2.22 Development Review Committee Representative. "Development Review Committee Representative" shall have the meaning set forth in Section 10.26 hereof.

2.23 First Mortgage. "First Mortgage" shall mean the unreleased Mortgage of record encumbering a Site which has the first and superior lien priority over all other unreleased mortgages of record encumbering such Site.

2.24 First Mortgagee. "First Mortgagee" shall mean the Mortgagee under a First Mortgage.

2.25 First Subdivision. "First Subdivision" shall mean all of the real property described in the attached Exhibit "A".

2.26 Foreclosure. "Foreclosure" shall mean, without limitation, (i) the judicial foreclosure of a Mortgage; (ii) the exercise of a power of sale contained in any Mortgage; (iii) the conveyance of the Property unencumbered by a Mortgage to the Mortgagee thereunder in lieu of foreclosure thereof; or (iv) any action commenced or taken by a lessor to regain possession or control of a Site leased to a lessee in a transaction commonly known as a "sale/leaseback".

2.27 Improvement to Property. "Improvement to Property" shall mean any improvement, change, alteration or addition to any property within the Master Association Area, as more particularly defined in Section 10.2 hereof.

2.28 Improvements. "Improvements" shall mean all structures and any appurtenances thereto of every type or kind including, but not limited to, buildings, outbuildings, garages, porches, sheds, swimming pools, patios, patio covers, awnings, painting or staining of any exterior surfaces of any visible structure, additions, walkways, bicycle trails, sprinkler systems or pipes, roads, curbing, paving, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, fixtures, landscaping, hedges, windbreaks, paintings, planted trees and shrubs, poles, signs, exterior tanks, solar panels and equipment, exterior evaporative coolers, air conditioning and external water softener fixtures, wind mills, and exterior antennas, aerials and other equipment for the reception or transmission of radio, television, microwave or other similar communication systems. "Improvements" shall also include (i) any excavation, fill, ditch, diversion, dam, barn, or anything or any device that alters the natural flow of any water in any natural or artificial drainage channel from, or upon, any other Site; and (ii) any change in the grade of any Sites of more than six inches from that existing at the time of purchase by each Owner.

2.29 Master Association. "Master Association" shall mean Reunion Master Association, a Tennessee nonprofit corporation, its successors and assigns.

2.30 Master Association Area. "Master Association Area" shall mean the First Subdivision, together with all other real property, if any, which hereafter becomes subject to this declaration pursuant to the provisions of Article III hereof.

2.31 Master Association Properties. "Master Association Properties" shall mean (a) all real and personal property, including improvements, now or hereafter owned by the Master

Association or with respect to which the Master Association holds an easement for the use, care or maintenance thereof, held for the common use and enjoyment of all or certain of the Owners as provided herein and/or for other purposes as may be permitted by this Declaration; and (b) any median strip of land within the right-of-way of any portion of any public street, which portion is within the Master Association Area or upon which any Site fronts, and which shall have been accepted by the Board as a "Master Association Property".

2.32 Mortgage. "Mortgage" shall mean any unreleased mortgage or deed to secure debt or other similar instrument of record, given voluntarily by the Owner of a Site, encumbering all or any portion of the Site to secure the performance of an obligation or the payment of a debt, and which is required to be cancelled upon performance of the obligation or payment of the debt, or any lease of all or any portion of a Site in a transaction commonly known as a "sale/leaseback"; "Mortgage" shall not include a judgment lien, mechanic's lien, tax lien or other similar lien or involuntary encumbrance upon a Site.

2.33 Mortgagee. "Mortgagee" shall mean the Person who is the holder of a Mortgage.

2.34 Mortgagor. "Mortgagor" shall mean the Person who grants an interest in such person's property to another under a Mortgage (i.e. the maker or grantor of a Mortgage).

2.35 Notice and Hearing. "Notice and Hearing" shall mean a written notice and the reasonable opportunity for a public hearing before the Board or a tribunal appointed by the Board, in the manner provided in the By-Laws.

2.36 Notice of Completion. "Notice of Completion" shall mean the written notice and architect's certification to the Development Review Committee concerning the completion of any improvement to Property pursuant to the provisions of Section 10.17 hereof.

2.37 Notice of Noncompliance. "Notice of Noncompliance" shall have the meaning set forth in Section 10.19 hereof.

2.38 Notice of Withdrawal. "Notice of Withdrawal" shall have the meaning set forth in Section 3.4 hereof.

2.39 Owner. "Owner" shall mean the Person, or if more than one, all Persons collectively, who hold fee simple title of record to a Site, except that if any Site and any improvement thereon are owned by separate Person, then the owner of the fee simple title to the building located on the Site shall be deemed the "Owner" of such Site. A Person having an interest in any Site or any improvements located thereon merely as a security for the performance of obligations shall not be deemed an "Owner" unless such Person is a Mortgagee in possession following a default under such security obligations or has acquired the fee simple title to the Site by Foreclosure. "Owner" shall also include Declarant as long as Declarant retains ownership of all or any portion of the Master Association Area.

2.40 Person. "Person" shall mean a natural person, a corporation, a partnership, a limited liability company, trust or any other entity, or any combination thereof.

2.41 Record, Recorded or Recordation. "Record" or "Recorded" or "Recordation" shall interchangeably mean the filing for record of any document in the County Records.

2.42 Reimbursement Assessment. "Reimbursement Assessment" shall mean a charge against a particular Owner and such Owner's Site for the purpose of reimbursing the Master Association for expenditures and other costs of the Master Association for incurring one or more of Owner's violations of this Declaration, any Supplemental Declaration, the Articles of Incorporation, the By-Laws or the Rules and Regulations, pursuant to the provisions of Section 8.10 hereof, together with late charges, interest and costs as provided for herein.

2.43 Related User. "Related User" shall mean a Person who obtains all or certain rights of an Owner by reason of such Person validly claiming or being entitled to such rights by,

through or under such Owner. Without limiting the generality of the foregoing, "Related User" shall include any occupant, tenant, family member or contract purchaser of an Owner who occupies all or part of or resides on any Site of such Owner and any natural person who is a guest or invitee of such Owner or of such Person.

2.44 Rules and Regulations. "Rules and Regulations" shall mean the guidelines, rules and regulations adopted by the Board, the Delegates or the Development Review Committee, from time to time, pursuant to the provisions of Section 5.14 hereof.

2.45 Site. "Site" shall mean a parcel of land within the Master Association Area as divided and subdivided pursuant to recorded subdivision maps, as they from time to time become current, or by deeds of conveyance.

2.46 Special Assessment. "Special Assessment" shall mean a charge against the Owner and such Owner's Site representing a portion of the costs incurred by the Master Association for the purposes set forth in Section 8.9 hereof.

2.47 Subassociation. "Subassociation" shall mean any Tennessee profit or nonprofit corporation, or unincorporated association, and its successors or assigns, organized and established or authorized pursuant to, or in connection with, one or more Supplemental Declarations, and the membership of which comprises Owners of Sites within all or part of the area burdened by the Supplemental Declarations.

2.48 Supplemental Common Assessment. "Supplemental Common Assessment" shall have the meaning set forth in Section 8.8 hereof. Supplemental Common Assessments are a type of Common Assessments.

2.49 Supplemental Declaration. "Supplemental Declaration" shall mean a written instrument (including any amendments thereto) containing covenants, conditions, restrictions, reservations, easements, equitable servitudes or other provisions, or any combination thereof, which complies with the requirements of Section 3.3 hereof and which is recorded either with respect to the First Subdivision or in order to submit any portion of the Annexable Area to the provisions of this Declaration, thereby causing such portion to become part of the Master Association Area.

2.50 Utility Easement Area. "Utility Easement Area" shall mean a strip of land ten feet in width running inside and along all of the boundary lines of each Site.

2.51 Voting Unit. "Voting Unit" shall mean a unit of the voting rights of a Class A Owner appurtenant to its Site so that, in accordance with Sections 4.4 and 4.6 hereof, each acre (rounded to the nearest whole number of acres) of each Site that is then zoned for a use that is primarily residential owned by one or more Class A Owners shall be deemed to have one Voting Unit and each acre (rounded to the nearest whole number of acres) of each Site that is then zoned any classification other than for a use that is primarily residential owned by one or more Class A Owners shall be deemed to have two Voting Units; provided that to the extent a Class A Owner owns less than one hundred percent of the fee simple title to any portion of a Site, such Owner's Voting Units appertaining to such site shall be determined by multiplying the acreage jointly owned by such Owner by such Owner's undivided interest in and to such acreage and then applying the standards set forth above in this Section. Voting Units shall not be fractionalized.

ARTICLE III

ANNEXATION TO MASTER ASSOCIATION AREA

3.1 First Subdivision Made Subject to Declaration. Declarant hereby declares that the First Subdivision is hereby made subject to this Declaration.

3.2 Property Which May Be Annexed. From time to time Declarant may unilaterally add to the Master Association Area and make subject to this Declaration all or any portion or portions of the Annexable Area. The portion of the Annexable Area covered by a particular Supplemental Declaration need not adjoin the First Subdivision or any other portion of the Annexable Area covered by a Supplemental Declaration recorded prior to the particular Supplemental Declaration. Prior to the commencement of the construction of any improvements on any portion of the Annexable Area after the sale of such portion to a Person who is not a "successor or assign" of JLC, LLC, as Declarant, as defined in Section 2.17 hereof, Declarant shall arrange to have such portion added to the Master Association Area if Declarant shall determine that the use to be made of such portion is compatible with the uses of the Master Association Area permitted by this Declaration and that such portion is sufficiently physically contiguous to the Master Association Area to enable such portion to be developed as an integral part of the development planned for JLC, LLC.

3.3 Manner of Annexation. Any parcel or real property (the "Annexed Property") within the Annexable Area may, from time to time, become part of the Master Association Area and become subject to this Declaration effective upon the recordation of a Supplemental Declaration meeting the requirements hereinafter set forth. Each Supplemental Declaration shall: (a) be executed by the then Owner or Owners of the Annexed Property described therein; (b) during the Appointment Period, also contain the executed written consent of Declarant if the Annexed Property is not then owned by Declarant, unless such written consent is waived by Declarant with respect to all or any portion of the Annexable Area by a writing signed by Declarant and recorded in the County Records, and after the expiration of the Appointment Period, also contain the written consent of the Master Association; (c) contain an adequate legal description of the Annexed Property; (d) contain a reference to this Declaration which shall state its date of recordation and the book and page of the County Records where this Declaration is recorded; (e) contain a statement that the Annexed Property is declared to be part of the Master Association Area under this Declaration and that the Annexed Property shall be subject to this Declaration; (f) designate the Delegate District in which the Annexed Property is located; (g) provide that Sites therein shall be subject to the jurisdiction of a Subassociation, or shall not be subject to the jurisdiction of a Subassociation, as the case may be; and, (h) provide for the method of amendment, which shall require the written consent of Declarant during the Appointment Period, and thereafter shall require the written consent of the Master Association. A Supplemental Declaration may provide for phased annexation so that separate parcels of real property may be made subject to such Supplemental Declaration and this Declaration at different times. A Supplemental Declaration may impose on the Annexed Property described therein additional covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes and provisions other than those set forth in this Declaration, taking into account the unique and particular aspects of the proposed development of the Annexed Property covered thereby. A Supplemental Declaration may provide for a Subassociation of Owners within the Annexed Property and for the right of the Subassociation to assess such Owners and to place liens upon the Sites of such Owners. Upon recordation of a Supplemental Declaration, the Annexed Property shall be subject to all of the covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes and other provisions set forth in this Declaration, except to the extent, if any, specifically stated in the Supplemental Declaration.

3.4 Withdrawal of Annexed Property by Declarant. Annexed Property for which a Supplemental Declaration has been recorded may be withdrawn from the Master Association Area, from this Declaration and/or from such Supplemental Declaration by Declarant to correct a survey or platting error or other technical or clerical errors. The withdrawal of such Annexed Property may be accomplished by the execution and recordation of a written notice of such withdrawal (the "Notice of Withdrawal"); provided that (a) no vote has then been exercised with respect to Owners (excluding Declarant) of Sites located within such Annexed Property and (b) no Assessments to the Master Association have then commenced with respect to such Owners (excluding Declarant) of Sites located within such Annexed Property. Any such Notice of Withdrawal shall (i) be executed and acknowledged by the Owner or Owners (including Declarant) of such Annexed Property; (ii) if such Annexed Property is not then owned by Declarant, contain the executed and acknowledged written consent of Declarant during the Appointment Period; (iii) contain an adequate legal description of such Annexed Property; (iv)

contain the specific reason for such withdrawal; (v) contain a reference to the Supplemental Declaration for such Annexed Property, which reference shall state the date of recordation thereof and the book and page of the County Records where the Supplemental Declaration was recorded; and, (vi) contain a statement and declaration that such Annexed Property is thereby withdrawn from the Master Association Area and shall not be thereafter subject to this Declaration or the Supplemental Declaration for such Annexed Property. The withdrawal shall be effective upon the recording of the Notice of Withdrawal, and upon such recording, such Annexed Property described therein shall no longer be part of the Master Association Area or subject to this Declaration or to the Supplemental Declaration for such Annexed Property, as more fully set forth in such Notice of Withdrawal.

3.5 Expansion of Annexable Area. The Annexable Area may be expanded to add additional real property which is either contiguous to or separated only by a road right-of-way or body of water from the Annexable Area as it then is configured. Any such expansion shall be effective upon the recordation of a written instrument executed by Declarant during the Appointment Period and all other owners of fee simple title to such additional real property, describing such additional real property and declaring that such additional real property shall thereafter be added to the Annexable Area.

ARTICLE IV

MASTER ASSOCIATION OPERATIONS

4.1 Master Association. The Master Association has been or will be formed as a Tennessee corporation under the Tennessee Non-profit Corporation Act. The Master Association shall have the duties, powers and rights set forth in this Declaration and in the Articles of Incorporation and By-Laws.

4.2 Board. The affairs of the Master Association shall be managed by the Board, which shall consist of neither fewer than three nor more than five Directors. Notwithstanding any provision of this Declaration to the contrary, during the Appointment Period, the number of Directors shall be three and Declarant shall have the right to appoint all three of such Directors. Subject to the foregoing, the number, term, election and qualifications of the Board shall be fixed in the Articles of Incorporation or the By-Laws or both. By resolution, the Board may delegate portions of its authority to an executive committee or to other committees, tribunals, officers of the Master Association or to agents and employees of the Master Association, but such delegation of authority shall not relieve the Board of the ultimate responsibility for management of the affairs of the Master Association. Action by or on behalf of the Master Association may be taken by the Board or any duly authorized executive committee, officer, agent or employee without a vote of Delegates, except as otherwise specifically provided in this Declaration.

4.3 Membership in Master Association. Each Owner of a Site within the Master Association Area shall be a member of the Master Association. There shall be one membership in the Master Association for each Site within the Master Association Area. The Person or Persons who constitute the Owner of a Site shall automatically be the holder of the membership in the Master Association appurtenant to that Site, and such membership shall automatically pass with during the Appointment fee simple title to the Site. Membership in the Master Association shall not be assignable separate and apart from fee simple title to a Site, except that an Owner may assign some or all such Owner's right as an Owner to use improvements or otherwise to a Related User or Mortgagee and may arrange for a related user to perform some or all of such Owner's obligations as provided in this Declaration, but no Owner shall be permitted to relieve itself of the responsibility for fulfillment of all of the obligations of an Owner under this Declaration.

4.4 Classes of Membership. The Association shall have two classes of voting membership, Class A Owners and Class B Owners. Class A Owners shall include all Owners; provided, however, that so long as Declarant is a Class B Owner, it shall not be entitled to Class A membership, unless Declarant owns a Site on which a building is being or has been

constructed, and then Declarant shall be entitled to Class A membership only as to such Site. Class A Owners shall be entitled to vote their respective Voting Units. The Class B Owner shall be the Declarant, and the Class B membership shall exist until the earlier of (a) the date which is the tenth (10th) anniversary of the date of recordation of this Declaration; (b) the date upon which Declarant ceases to own more than 25 acres of land then zoned any classification other than for a use that is primarily residential within the First Subdivision or Annexable Area; or (c) the date of the recording of Declarant's relinquishment of its right for its Delegate to have one more vote than the aggregate number of votes which all other Delegates are entitled to cast, as provided in Section 4.7 hereof. Notwithstanding anything herein stated to the contrary, at such time as Class B membership ceases to exist, Declarant shall become a Class A Owner with respect to the property in the Master Association Area it then owns, if any.

4.5 Establishment of Delegate Districts. The Master Association Area shall be divided into Delegate Districts, and each Delegate District shall elect one Delegate to the Master Association to exercise the voting power of all the Owners in such Delegate District. Unless otherwise provided in the Supplemental Declaration by which a Subassociation is created, all of the Annexed Property within the jurisdiction of such Subassociation shall constitute a Delegate District. A Delegate District may consist of one or more Annexed Properties. A Subassociation may have jurisdiction over one or more Annexed Properties and/or one or more Delegate Districts. In the event that a Subassociation shall not be created for any portion of the Annexed Property, then the Delegate District or Districts for such Annexed Property shall be established by Declarant by the recordation of one or more Supplemental Declarations or other written instruments signed by Declarant. Such Supplemental Declarations or other instruments shall contain legal descriptions of the portions of the Annexed Property which shall be or become part of a Delegate District and a statement that such real property described therein shall be or become part of a designated Delegate District for purposes of this Declaration.

4.6 Voting Rights of Owners. Each Class A Owner shall have the right to cast Voting Units for the election of the Delegate to the Master Association to exercise the voting power of the Delegate District in which the Owner's Site is located. If such Delegate District is within the jurisdiction of a Subassociation, then the Class A Owner shall have: (a) the right to vote for the election of the Delegate from that Delegate District and the right to vote on Delegate District matters as set forth in this Declaration and (b) the Class A Owner shall have the right to vote for the election of the board of directors of the Subassociation and the right to vote on Subassociation matters as set forth in the Supplemental Declaration for such Subassociation. The Class B Owner shall be entitled to designate one Delegate so long as the Class B Membership exists. The election of the Delegate to represent any Delegate District and the voting on Delegate District matters shall be made by Class A Owners holding a majority of the Voting Units in such Delegate District. The By-Laws shall provide for the manner, time, place, conduct and voting procedures for meetings of Class A Owners for the purpose of electing a Delegate in any such Delegate District.

4.7 Voting Rights of Delegates. Each Delegate shall be entitled to cast one vote for each Voting Unit appurtenant to each Site which is owned by a Class A Owner and which is subject to this Declaration and located in the Delegate District represented by such Delegate, except that so long as the Class B membership exists, the Delegate designated by the Class B Owner shall be entitled to one more than the aggregate number of votes which all other Delegates are then entitled to cast. At each meeting of Delegates, each Delegate shall cast the votes which he or she is entitled to cast in such manner as such Delegate may, in his or her sole and reasonable discretion, deem appropriate, acting on behalf of all the Owner(s) such Delegate represents; however, in the event that any Class A Owner in attendance in person or by proxy at any duly constituted meeting of the Class A Owners in a Delegate District shall so request with respect to the vote on any issue to be considered by the Delegates, the Delegate representing such Delegate District shall cast all of the votes of such Delegate District in the same proportion as the Class A Owners in such Delegate District shall have, in person or by proxy, cast their Voting Units in favor of or in opposition to such issue. A Delegate shall have the authority, in his or her sole discretion, to call a special meeting of the Class A Owners in such Delegate's Delegate District in the manner provided in the By-Laws for the purpose of obtaining instruction as to the manner in which such Delegate is to vote on any issue to be voted on by the Delegates. When

a Delegate is voting in his or her own discretion, without instruction from the Class A Owners whom such Delegate represents, then such Delegate may cast all of the votes which he or she represents as a unit or such Delegate may apportion some of such votes in favor of a given proposition and some of such votes in opposition to such proposition. It shall be conclusively presumed for all purposes of Master Association business that any Delegate casting votes on behalf of the Class A Owners in such Delegate's Delegate District will have acted with the authority and consent of all such Class A Owners. All agreements and determinations lawfully made by the Master Association in accordance with the voting procedures established herein and in the By-Laws shall be binding on all Owners and their successors and assigns.

ARTICLE V

DUTIES AND POWERS OF MASTER ASSOCIATION

5.1 General Duties and Powers of Master Association. The Master Association has been formed to further the common interests of the Owners. The Master Association, acting through the Board or through persons to whom the Board has delegated any authorized powers of the Board, shall have the duties and powers hereinafter set forth and, in general, the powers to perform its duties described in this Declaration and, subject to any limitation set forth in this Declaration, the powers to do anything that may be necessary or desirable to further the common interests of the Owners, to maintain, improve and enhance Master Association Properties and to improve and enhance the attractiveness, desirability and safety of the Master Association Area.

5.2 Duty to Accept Property and Facilities Transferred by Declarant. The Master Association shall accept title to any property, including any improvements thereon and personal property, transferred to the Master Association by Declarant, together with the responsibility to perform any and all Administrative Functions associated therewith, provided that such property and Functions are not inconsistent with the provisions contained in this Declaration. Property interests transferred to the Master Association by Declarant may include fee simple title, easements, leasehold interests and licenses to use. Any property or interest in property transferred to the Master Association by Declarant shall be unencumbered by any Mortgage and shall not impose any unreasonable or special burden on the Master Association other than the normal burdens of ownership of property.

5.3 Duty to Manage and Care for Property. The Master Association shall manage, operate, care for, maintain and repair all Master Association Properties and keep them in a safe, attractive and desirable condition for the use and enjoyment of the Owners. The Master Association shall have a reasonable right of entry upon any Site to make emergency repairs and to do other work reasonably necessary under this Declaration or under any applicable Supplemental Declaration for the proper performance of its duties hereunder and the proper maintenance and operation of the Master Association Properties.

5.4 Duty to Pay Taxes. The Master Association shall pay all ad valorem taxes and governmental assessments levied upon the Master Association Properties to which the Master Association holds fee simple title and all taxes and assessments payable by the Master Association. Nevertheless, the Master Association shall have the right to contest in good faith any such taxes or assessments.

5.5 Casualty Insurance. To the extent deemed desirable by the Board, the Master Association shall obtain and keep in full force and effect at all times, to the extent reasonably obtainable, casualty, fire and extended coverage insurance with respect to all insurable improvements and personal property owned by the Master Association.

5.6 Liability Insurance. To the extent deemed desirable by the Board, the Master Association shall obtain and keep in full force and effect at all times, to the extent reasonably obtainable, board form comprehensive liability insurance covering public liability for bodily injury and property damage.

5.7 General Provisions Respecting Insurance. Insurance obtained by the Master Association may contain such deductible provisions as good business practice may dictate. Insurance obtained by the Master Association shall, to the extent reasonably possible without undue cost, contain a waiver of rights of subrogation as against the Master Association and each Owner as against any officer, director, agent or employee of any of the foregoing. To the extent reasonably possible, and provided Declarant reimburses the Master Association for any additional premium payable on account thereof, insurance obtained by the Master Association shall name Declarant as an additional insured and contain a waiver of rights of subrogation as against Declarant and any officer, director, agent or employee of Declarant. Casualty, fire and extended coverage insurance may be provided under blanket policies covering the Master Association Properties and/or property of any Subassociation and/or property of Declarant. Each Owner hereby irrevocably appoints the Master Association as attorney-in-fact for the purpose of purchasing and maintaining such insurance; including: (a) the collection and appropriate disposition of the proceeds thereof; (b) the negotiation of losses and execution of release of liability; (c) the execution of all documents; and, (d) the performance of all other acts necessary to accomplish such purpose.

5.8 Fidelity Coverage. To the extent reasonably obtainable, the Master Association may obtain and keep in full force and effect at all times a fidelity policy or bond providing fidelity coverage against dishonest acts on the part of directors, officers, employees and volunteers of the Master Association responsible for handling funds collected and held for the benefit of the Owners or otherwise belonging to or administered by the Master Association.

5.9 Other Insurance and Bonds. The Master Association shall have the power to obtain such other insurance and such fidelity, indemnity or other bonds as the Master Association shall deem necessary or desirable.

5.10 Duty to Prepare Budgets. The Master Association shall prepare Budgets as elsewhere provided in this Declaration.

5.11 Duty to Levy and Collect Assessments. The Master Association shall levy and collect Assessments as elsewhere provided in this Declaration.

5.12 Duty to Invest Funds. The Master Association shall invest its funds so as to achieve a reasonable rate of return in light of its needs for certain liquidity and the safety of such funds.

5.13 Power to Acquire Property and Construct Improvements. Other than property received from Declarant (the conveyance of which is governed by Section 5.2 hereof), the Master Association may acquire property or interests in property for the common benefits of Owners, including improvements and personal property. The Master Association may construct improvements on property and may repair, maintain, remodel and demolish existing property. Notwithstanding the foregoing provisions of this Section 5.13, Section 3.5, Section 5.2, or any other provision of this Declaration to the contrary, but subject to the sentence immediately following this sentence, the Master Association shall not have the power to accept or own fee simple title to any property other than property to be used primarily for landscaping (both hard and soft elements), lighting, signage and functions related thereto along Reunion Parkway or any other major public road through the Master Association Area. Nothing in the preceding sentence shall limit the right of the Master Association to hold any other interest in property, real or personal, consistent with its duties, rights and obligation contained herein, or limit in any way the rights of any Subassociation.

5.14 Power to Adopt Rules and Regulations. The Master Association, acting through the Board, the Delegates or the Development Review committee, may from time to time adopt, amend, repeal and enforce Rules and Regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration or any Supplemental Declaration, the operation of the Master Association, the use and enjoyment of Master Association Properties. Any such Rules and Regulations shall be responsible and uniformly applied. Each Owner shall comply with such Rules and Regulations. In the event of any conflict

between the Rules and Regulations and the provisions of this Declaration, the provisions of this Declaration shall prevail.

5.15 Power to Enforce Declaration, Supplemental Declaration and Rules and Regulations. The Master Association shall have the power to enforce the provisions of this Declaration and the provisions of the Rules and Regulations and shall take such action as the Board deems necessary or desirable to cause such compliance by each Owner and each Related User. Without limiting the generality of the foregoing, the Master Association shall have the power to enforce the provisions of this Declaration and of the Rules and Regulations by any one or more of the following means: (a) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration or the Rules and Regulations, by mandatory injunction or otherwise; (b) by commencing and maintaining actions and suits to recover damages for breach of any of the provisions of this Declaration or the Rules and Regulations; (c) by levying and collecting reasonable and uniformly applied fines and penalties, established in advance in the Rules and Regulations, from any Owner or Related User for breach of this Declaration or the Rules and Regulations by such Owner or such Related User, and (d) by exercising any remedy or remedies for nonpayment of Assessments pursuant to Section 8.12 hereof.

5.16 Power to Provide Services to Subassociations. The Master Association shall have the power to provide services to Subassociations. Such services to any Subassociation shall be provided pursuant to the request of a Subassociation or the Owners governed by such Subassociation, as evidenced by a Supplemental Declaration, or pursuant to an agreement in writing between the Master Association and such Subassociation. Any arrangement for the rendition of such services shall provide for the payment by such Subassociation to the Master Association of the reasonably estimated expenses of the Master Association for providing such services to the Subassociation, including a fair share of the overhead expenses of the Master Association, and a reasonable amount of profit for the Master Association. Services which may be provided to the Subassociation may include without limitation: (a) the construction, care, operation, management, maintenance, repair and replacement of improvements owned by the Subassociation and the maintenance, management and care of real property in any area governed by the Subassociation; (b) the enforcement of the provisions of any Supplemental Declaration for, on behalf of and in the name of the Subassociation; (c) the collection of assessments for, in the name of and on behalf of a Subassociation; (d) the payment of taxes for a Subassociation with funds of the Subassociation; (e) the obtaining of insurance for a Subassociation; (f) the collection of charges for use of facilities of a Subassociation; and (g) the appointment and supervision of a manager or managers for a Subassociation.

5.17 Power to Provide Special Services for Owners. The Master Association shall have the power to provide services to an Owner or a group of Owners. Any service or services to an Owner or group of Owners shall be provided pursuant to a Supplemental Declaration or pursuant to an agreement in writing between the Master Association and such Owner or group of Owners. Any arrangement for the rendition of such services shall provide for payment to the Master Association by such Owner or group of Owners of the reasonably estimated expenses of the Master Association for providing such services, including a fair share of the overhead expenses of the Master Association, plus a reasonable amount of profit for the Master Association, and shall contain reasonable provisions assuring that the obligation to pay for such services shall be binding upon any heirs, personal representatives, successors and assigns of the Owner or group of Owners and that the payment for such services shall be secured by a lien on the property of the Owner or group of Owners.

5.18 Power to Grant Easements. The Master Association shall have the power to grant permits and licenses, as well as easements for access, utilities, drainage, water facilities and other matters, in, on, over, across or under Master Association Properties and the Utility Easement Area, as may be reasonably necessary or useful for the proper maintenance of the Master Association Properties.

5.19 Power to Convey and Dedicate Property to Government Agencies. The Master Association shall have the power to grant, convey, dedicate or transfer any Master Association

Properties or facilities to any public or governmental agency or authority for public use; however, if the means of ingress to and egress from a Site is through any such Master Association Property, then any such grant, conveyance, dedication or transfer shall be effected so as to provide ingress and egress for the benefit of the Owner of such Site.

5.20 Power to Borrow Money. The Master Association shall have the power to borrow money but not the power to encumber Master Association Properties as security for such borrowing.

5.21 Power to Employ Managers; Management Contracts. The Master Association shall have the power to retain and pay for the services of a manager or managers to undertake any of the management duties and Administrative Functions for which the Master Association has responsibility, and the Master Association may delegate any of its duties, powers or functions to any such manager. Notwithstanding any delegation to a manager of any duties, powers or functions of the Master Association, the Master Association and the Board shall remain ultimately responsible for the performance and exercise of such duties, powers and functions.

5.22 Power to Engage Employees, Agents and Consultants. The Master Association shall have the power to hire and discharge employees and agents and to retain and pay for legal, accounting and other services as may be necessary or desirable in connection with the performance of any duties or the exercise of any powers of the Master Association under this Declaration or any Supplemental Declaration.

5.23 General Corporate Powers. The Master Association shall have all of the ordinary powers and rights of a Tennessee nonprofit corporation, including without limitation the power and right to enter into partnerships and other agreements, subject only to such limitations upon such powers as may be set forth in this Declaration or in the Articles of Incorporation or By-Laws. The Master Association shall also have the power to do any and all lawful things which may be authorized, required or permitted to be done under this Declaration, under any Supplemental Declaration, or under the Articles of Incorporation, By-Laws or Rules and Regulations, and to do and perform any and all acts which may be necessary or desirable for or incidental to, the exercise of any of the express powers or rights of the Master Association under this Declaration, under any Supplemental Declaration or under the Articles of Incorporation, By-Laws or Rules and Regulations.

ARTICLE VI

MASTER ASSOCIATION PROPERTIES

6.1 Owner's Rights of Use and Enjoyment Generally. Every Owner shall have a right and easement of enjoyment in and to the Master Association Properties, which shall be appurtenant to and shall pass with the title to each Site, subject to the provisions contained in this Declaration, in any Supplemental Declaration, the Articles of Incorporation, By-Laws and the Rules and Regulations. All Owners may use the Master Association Properties, unless otherwise provided in this Declaration or unless provided in the Supplemental Declaration governing the Site of any such Owner or in the Supplemental Declaration governing a particular Master Association Property, or both.

6.2 Right of Master Association to Regulate Use. The Master Association, acting through the board, shall have the power to regulate the use of Master Association Properties by Owners or Related Users of Owners to further and enhance the overall rights of use and enjoyment of all Owners, including imposing reasonable limits on the times of use and number of Persons permitted to use Master Association Properties.

6.3 Right of Master Association to Allow Public Use. Subject to the provisions of Section 5.18 hereof, the Master Association, acting through the Board, shall have the right to allow members of the general public to use Master Association Properties, subject to reasonable

limitations, and provided that use by the general public does not unreasonably interfere with or impair the rights of use and enjoyment of Owners.

6.4 No Partition of Master Association Properties. No Owner shall have the right to partition or seek partition of the Master Association Properties or any part thereof.

6.5 Liability of Owner for Damage by Owner. Each Owner shall be liable to the Master Association for any damage to Master Association Properties or for any expense or liability incurred by the Master Association, to the extent not covered by insurance, which may be sustained by reason of the negligence or willful misconduct of such Owner and for any violation by such Owner of this Declaration, any Supplemental Declaration, the Articles of Incorporation, the By-Laws or the Rules and Regulations. The Master Association shall have the power, as elsewhere provided in this Declaration, to levy and collect a Reimbursement Assessment against an Owner to cover the costs and expenses incurred by the Master Association on account of any such damage or any such violation of this Declaration, By-Laws or Rules and Regulations, or for any increased insurance premiums directly attributable to any such damage or any such violation.

6.6 Damage, Destruction or Required Improvements to Master Association Properties. In the event of damage to Master Association Properties by fire or other casualty or in the event any governmental authority shall require any repair, reconstruction or replacement of any Master Association Properties, the Master Association shall have the duty to repair, reconstruct or replace the same. Subject to the provisions of Section 5.7 hereof, any insurance proceeds payable by reason of damage or destruction of Master Association Properties by fire or other casualty shall be paid to the Master Association and shall be used, to the extent necessary, to pay the costs of repair, reconstruction or replacement. If funds from insurance proceeds or from available reserves are insufficient to pay all costs of repair, reconstruction or replacement of improvements damaged or destroyed, or if the Master Association is required to make repairs, replacements or improvements by governmental authorities, the Master Association may, in order to make up a deficiency in the insurance proceeds or to pay for the required repair, replacement or improvement, levy a Special Assessment in accordance with Section 8.09 hereof, or if an Owner or group of Owners is liable or responsible for such damage, levy a Reimbursement Assessment against the Owner or group of Owners responsible thereof, to provide the additional funds necessary as elsewhere provided in this Declaration. Repair, reconstruction or replacement of Master Association Properties shall be done under such contracting and bidding procedures as the Board shall reasonably determine are appropriate. If insurance proceeds available to the Master Association on account of damage or destruction exceed the cost of repair, reconstruction and replacement, the Master Association shall use the same for future maintenance, repair, improvement and operation of Master Association Properties.

6.7 Master Association Powers in the Event of Condemnation. If any Master Association Properties or interests therein are taken under exercise of the power of eminent domain or by private purchase in lieu thereof, the award in condemnation or the price payable shall be paid to the Master Association, except to the extent payable to any other Person with an interest in such property. The Master Association shall have the exclusive right to participate in such condemnation proceedings as they pertain to Master Association Properties and to represent the interests of all Owners in such proceedings; each Owner hereby irrevocably appoints the Master Association and any such duly appointed trustee as such Owner's attorney-in-fact for such purposes. All condemnation compensation, damages or other proceeds received by the Master Association shall be held by the Master Association as determined by the Board, as a reserve for future maintenance, repair, reconstruction or replacement of Master Association Properties, or may be used for improvements or additions to, or operation of, Master Association Properties; provided, however, if an allocation of such condemnation compensation, damages or other proceeds is already established in negotiation, judicial decree or otherwise, then in allocating such condemnation compensation, damages or other proceeds the Master Association shall employ such allocation.

6.8 Title to Master Association Properties on Dissolution of Master Association. In the event of the dissolution of the Master Association, the Master Association Properties shall,

to the extent reasonably possible, be conveyed or transferred to an appropriate public or governmental agency or agencies, or to a nonprofit corporation, association, trust or other organization, to be used, in any such event, for the common benefit of Owners for purposes similar to those for which the particular Master Association Property was held by the Master Association. To the extent the foregoing is not possible, the Master Association Properties, and the proceeds from the sale or disposition shall be distributed to Owners in proportion to their then prevailing shares for the payment of Common Assessments.

ARTICLE VII

DECLARANT'S RIGHTS AND RESERVATIONS

7.1 Period of Declarant's Rights and Reservations. Declarant shall have, and hereby retains and reserves, certain rights as set forth in this Declaration with respect to the Master Association and Master Association Properties. The right and reservation of Declarant set forth in this Declaration shall be deemed excepted and reserved in each recorded Supplemental Declaration, in each conveyance of property by Declarant to the Master Association and in each deed or other instrument by which any property within the Master Association Area is conveyed, whether or not specifically stated therein. The rights, reservations and easements of Declarant set forth in this Declaration shall be prior and superior to any other provisions of this Declaration and during the Appointment Period may not, without Declarant's prior written consent, be modified, amended, rescinded or affected by any amendment of this Declaration, including any amendment of this Section. Declarant's consent to any such amendment shall not be construed as consent to any other or subsequent amendment.

7.2 Right to Construct Additional Improvements on Master Association Properties. Declarant shall have and hereby reserves the right, at any time and from time to time, but shall not be obligated to, construct, at its expense, additional improvements on Master Association Properties which are for the improvement and enhancement thereof and for the benefit of the Master Association and Owners, and which are not detrimental to any Owner, so long as the anticipated cost of the maintenance of any such improvements, as reasonably estimated by Declarant, would not materially increase the amount of expenses of the Master Association otherwise payable by funds raised through Common Assessments. If the means of ingress and egress from a Site is through such Master Association Property, then any such construction by Declarant shall be made subject to an easement of ingress and egress for the benefit of the Owners of such Site. Declarant shall convey or transfer such improvements to the Master Association and the Master Association shall be obligated to accept title to, care for and maintain the same as elsewhere provided in this Declaration.

7.3 Declarant's Rights to Use Master Association Properties in Promotion and Marketing of Master Association Area. Declarant shall have and hereby reserves the right to the reasonable use of Master Association Properties in connection with the development, construction, promotion, marketing, sale and leasing of properties within the Master Association Area, by erecting and maintaining on any part of the Master Association Properties such signs as Declarant may reasonably deem necessary or proper in connection with the development, construction, promotion, marketing, sale and leasing of parcels of real property within the Master Association Area, and by permitting prospective purchasers of any of such parcels who are not Owners to enter upon Master Association Properties; provided, however, that Declarant shall pay all costs occasioned by such use, including without limitation maintenance and repair expenses.

7.4 Declarant's Rights to Complete Development of Reunion. No provision of this Declaration shall be construed to limit the right of Declarant to or require Declarant to obtain approval to: (a) excavate, cut, fill or grade any property owned by Declarant or to construct, alter, remodel, demolish or replace any improvements on any Master Association Property; provided, however, that any such activities on any Master Association Property shall not result in materially increased Master Association expenses, as reasonably estimated by Declarant, and that following any such activities on any Master Association Property. Declarant shall restore such Master Association Property to a condition no worse than the condition existing before the

occurrence of such activities; or (b) require Declarant to seek or obtain the approval of the Development Review Committee or of the Master Association for any such activity or improvement to Property by Declarant on any Master Association Property. Nothing in this Section shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration.

7.5 Declarant's Rights to Grant and Create Easements. Declarant shall have and hereby reserves the right to grant or create temporary or permanent easements and rights-of-way for access, utilities, drainage, water and other purposes incident to development, construction or sale within the Annexable Area, located in, on, under, over and across: (a) Sites owned by Declarant and (b) Master Association Properties, provided that such easements and rights-of-way do not unreasonably interfere with the rights of Owners.

7.6 Declarant's Rights to Convey Additional Property to Master Association. Declarant shall have and hereby reserves the right, but shall not be obligated to, convey additional real property and improvements thereon to the Master Association at any time and from time to time in accordance with this Declaration, so long as any such improvements are completed at the time of the conveyance of the real property on which they are located. Declarant hereby states its intent that the only properties to be conveyed by it to the Master Association will be (a) landscaped areas at public road intersections and other locations which the beautification thereof would be of general benefit to Owners, (b) areas on which are situated sign(s) erected by Declarant for the benefit of more than one Owner, and (c) lakes and other retention areas.

ARTICLE VIII

ASSESSMENTS

8.1 Covenant to Pay. Each Owner, by acceptance of a deed of his Site, whether or not it shall be so expressed in such deed, is thereby deemed to covenant and agree to pay to the Association: (a) Common Assessments, (b) Special Assessments, (c) Reimbursement Assessments, and (d) fines which may be imposed against such Site in accordance with Section 11.7 hereof.

8.2 Annual Budgets and Financial Records. At least sixty days prior to the commencement of each Assessment Year, the Board shall cause a proposed Budget for such Assessment Year to be prepared. The proposed Budget shall show, in reasonable detail, the categories of expenses and the anticipated amounts of expenses for which Common Assessments are determined by the Board to be necessary or desirable, and shall reflect any expected income and estimated sources and amounts thereof of the Master Association for such Assessment Year and any expected surplus from the prior Assessment Year. The proposed Budget shall not include any expenditures for material capital improvements or new construction. Such proposed Budget shall include a comparison of such anticipated expenses and income for the upcoming Assessment Year with those for the then-current Assessment Year (based, to the extent possible, upon the actual income and expenses for the then-current Assessment Year). The Board shall cause a copy of such proposed Budget to be sent by first-class mail to each Owner promptly after such proposed Budget is prepared and shall cause a copy thereof to be posted at the principal office of the Master Association. Thereafter, each Owner may provide comments and suggestions about the proposed Budget to the Board. The Board shall adopt a Budget for the upcoming Assessment Year not less than thirty days before the beginning of such Assessment Year and promptly after such adoption shall cause a copy thereof to be sent by first-class mail to each Owner and a copy thereof to be posted at the principal office of the Master Association. In the event any Owner has not furnished its address to the Master Association, such posting shall be deemed to constitute delivery to any such Owner. At the office of the Master Association, copies of the proposed budget and the Budget shall be made available by the Master Association to any Person requesting a copy thereof upon payment of the reasonable expense of copying the same, and the books and records of the Master Association may be examined by any Owner or any authorized representative of an Owner during normal business hours. Furthermore, the Master Association shall send by first-class mail an annual cash flow statement and an annual financial

statement, as certified by an officer of the Master Association, to each Owner within four months after the end of each Assessment Year.

8.3 Levying of Common Assessments. For each Assessment Year, the Master Association shall, pursuant to the provisions of this Declaration and any applicable Supplemental Declaration, levy Common Assessments against all Owners.

8.4 Amount of Common Assessments. The amount of Common Assessments for any Assessment Year which is payable by an Owner for the Site of such Owner shall be computed by multiplying the total amount to be raised by Common Assessments for that Assessment Year, as shown in the Budget for that Assessment Year, by a fraction, the numerator of which is the Area of that Site as of the first day of that Assessment Year, and the denominator of which is the Master Association Area (less dedicated public rights-of-way) as of the first day of that Assessment Year; provided, however, that only one-half of the Area of Sites zoned for residential use shall be used in the determination of both such numerator and denominator. Declarant shall be responsible for paying any Common Assessments for that portion of the Master Association area owned by Declarant in accordance with the fractional percentage set forth herein above.

8.5 Commencement of Common Assessments. As to each Site within the Master Association Area, the Assessments shall commence on the date of recording of the plat which establishes such Site. The Assessments for the then-current Assessment Year for each Site within such Assessment Area shall be prorated on the basis of the number of months in such Assessment Year remaining from the date of commencement of such Assessments to the end of such Assessment Year. To facilitate the determination of the Area of a Site by the Master Association, each Owner shall, upon the request of the Master Association, deliver to the Master Association a print of the most accurate and recent boundary survey of such Owner's Site available to such Owner, which survey shall show the Area of such Site to the nearest one-hundredth of an acre or less.

8.6 Payment of Common Assessments. Common Assessments shall be due and payable in advance to the Master Association by the assessed Owners during the Assessment Year in annual installments, and, except for the initial Common Assessment payable for a Site, shall be due and payable on or before the first day of the first month of such Assessment Year, or in such other manner and on such other date or dates as the Board may designate in its sole and absolute discretion. Notice of the amount of the Common Assessment for a particular Assessment Year shall be given to the Owners in a reasonable period of time prior to the date in such Assessment Year when the Common Assessment, or the first installment thereof, is due.

8.7 Supplemental Common Assessments. In any Assessment Year, if the Board determines that the important and essential functions of the Master Association may not be fully funded by the Common Assessments received or receivable pursuant to the Budget for that Assessment Year, the Board may levy one or more Supplemental Common Assessments, applicable to that year only, by notifying each Owner by first-class mail of the amount of the Budget deficit, the reason(s) therefor, and the date(s) and amount(s) of such Supplemental Common Assessment payable by such Owner. The due date for payment of any such Supplemental Common Assessment shall be specified in the resolution authorizing such assessment, but not earlier than thirty days after the sending of notice to the Owners in accordance with the preceding sentence; provided, however, that the Board may make Supplemental Common Assessments payable in installments over a period that may, in the Board's discretion, extend beyond the Assessment Year in which adopted. The proportion of each Supplemental Common Assessment to be paid by an Owner of a Site shall be equal to the percentage of the annual Common Assessment for such Site for the Assessment Year in which the Supplemental Common Assessment is made divided by the total annual Common Assessments for all Sites within the Master Association Area for such Assessment Year.

8.9 Special Assessments. In addition to Common Assessments, the Board may, subject to the provisions of this Section, levy one or more additional Assessments for the purpose of raising funds, not provided by Common Assessments, to: (a) construct or reconstruct, repair, remodel, replace or maintain improvements upon Master Association Properties, including

necessary personal property related thereto, and to pay ad valorem taxes and insurance on Masters Association Properties; (b) add to the Master Association Properties; (c) provide for necessary facilities and equipment to offer the services authorized in this Declaration; or (d) repay any loan made to the Master Association to enable it to perform any duty or function authorized in this Declaration. Such Assessment shall be known as a "Special Assessment". The proportion of each Special Assessment to be paid by an Owner of a Site shall be equal to the percentage of the annual Common Assessment for such Site for the Assessment Year in which the Special Assessment is made divided by the total annual Common Assessments for all Sites within the Master Association Area for such Assessment Year. The Master Association shall notify Owners in writing of the amount and purpose of any Special Assessment and of the manner in which, and the dates on which, any such Special Assessment is payable, and the Owners shall pay any such Special Assessment in the manner so specified.

8.10 Reimbursement Assessments. Subject to the provisions hereof, the Board may levy an Assessment, known as a "Reimbursement Assessment", against any Owner(s) to reimburse the Master Association for any loss sustained by reason of the willful or negligent failure of such Owner(s), or a Subassociation in which such Owner or Owners are members, to comply with this Declaration, any Supplemental Declaration, the Articles of Incorporation, the By-Laws or the Rules and Regulations which shall have resulted in the expenditure of funds by the Master Association to remedy a problem or to cause such compliance; provided, however, that the amount of any Reimbursement Assessments levied against such Owner's Subassociation shall be limited to a sum equal to the total of all such Reimbursement Assessments against such Subassociation's members multiplied by a fraction, the numerator of which is the most recently assessed annual Common Assessments against such Owner and the denominator of which is the total of the most recently assessed annual Common Assessments against all Owners in such Subassociation. Any Reimbursement Assessment shall be levied only after Notice and Hearing. The amount of the Reimbursement Assessment shall be due and payable to the Master Association thirty days after notice to the Owner(s) of the decision of the Board stating that the Reimbursement Assessment is owing and stating the amount thereof.

8.11 Priority of Lien for Assessments. All sums assessed against any Site pursuant to this Declaration, together with court costs, reasonable attorneys' fees; late charges, and interest as provided herein, shall be secured by an equitable charge and continuing lien on such Site in favor of the Master Association. Such lien shall be superior to all other liens and encumbrances on such Site except only for: (a) liens of ad valorem taxes; and (b) a lien for all sums unpaid on a first Mortgage, on any secondary purchase money Mortgage, or on any Mortgage to Declarant, and all amounts advanced pursuant to any such Mortgage and secured thereby in accordance with the terms of such instrument; provided, however, that the subordination of the lien for Assessments to the foregoing Mortgages shall apply only to Assessments that shall have become due and payable prior to a sale or transfer of such Site pursuant to a Foreclosure. Such sale or transfer shall not relieve such Site from liability for any Assessments accruing after such sale or transfer. All Persons acquiring other liens or encumbrances on any Site after the recording of this Declaration shall be deemed to consent that such liens or encumbrances shall be inferior to such future equitable charges and liens for Assessments as provided herein, whether or not such prior consent shall be specifically set forth in the instruments creating such liens or encumbrances.

8.12 Effect of Nonpayment of Assessment; Remedies of the Association. Any Assessments or any portion thereof not paid when due shall be delinquent. Any Assessment delinquent for a period of more than ten days shall incur a late charge in an amount as may be determined by the Board from time to time, shall bear interest from the date due at the rate of one and one-half percent (1 ½%) per month until the date of payment, and the Board shall cause a notice of delinquency to be given to any Owner not paying within ten days following the due date. If any installment of an Assessment has not been paid within thirty days of the due date thereof, the entire unpaid balance of the Assessment may be accelerated at the option of the Board, and if so accelerated, shall thereupon become forthwith due and payable in full. The continuing lien and equitable charge of such Assessment shall include the late charge established by the Board, interest on the principal amount due at the rate of one and one-half percent (1 ½%) per month until paid, all costs of collection (including reasonable attorneys' fees and court costs),

and any other amounts provided or permitted hereunder or by law. If the Assessment remains unpaid after sixty days from the original due date, the Association may, as the Board shall determine, institute suit to collect such amounts to foreclose its lien or to do both. The equitable charge and lien provided for in this Section shall be in favor of the Master Association; and each Owner, by its acceptance of a deed to a Site, vests in the Master Association or its agents the right and power to sue or otherwise proceed against such Owner for the collection of such charges and/or to foreclose the Master Association's lien. The Master Association shall have the power to bid on the Site at any such foreclosure sale and to acquire, hold, lease, mortgage, and convey the Site except that the amount the Master Association may bid at any such sale may not exceed the total amount owed to the Master Association by the delinquent Owner.

8.13 Exempt Property. The following property and Persons subject to this Declaration shall be exempted from all Assessments hereunder: (a) the grantee in conveyances made for the purpose of granting utility easements; and (b) the Master Association and all Master Association Properties.

8.14 Estoppel Certificate. Upon the payment of such reasonable fee as may be determined from time to time by the Board and upon the written request of any Owner, any Mortgagee or Person with, or intending to acquire, any right, title or interest in the Site of such Owner, the Master Association shall furnish a written statement setting forth the amount of any Assessments or other amounts, if any, due and owing to the Master Association and then unpaid with respect to such Site and/or the Owner thereof and setting forth the amount of any assessment levied against such Site which is not yet due and payable. Such statement shall, with respect to the Person to whom it is issued, be conclusive against the Master Association to establish that for all purposes that no greater or other amounts were then due or accrued and unpaid and that no other Assessments were then levied and unpaid against such Site.

8.15 No Offsets. All Assessments shall be payable in the amounts specified in the levy thereof; and no offsets or reductions thereof shall be permitted for any reason, including, without limitation, any claim of non-use of Master Association Properties or improvements or any claim of non-use of Master Association Properties or improvements or any claim that the Master Association, the Board of the Development Review Committee is not properly exercising its duties and powers under this Declaration.

ARTICLE IX

GENERAL RESTRICTIONS APPLICABLE TO PROPERTY

9.1 Application of Restrictions. All real property within the Master Association Area shall be held, used and enjoyed subject to the limitations, restrictions and other provisions set forth in this Declaration. Reasonable variances from the strict application of the limitations and restrictions in this Article IX in any specific case may be granted by the Board or the Development Review Committee in accordance with Section 10.24 hereof if such strict application would be unreasonable or unduly harsh under the circumstances; provided, however, that any such variance shall not materially injure any of the Master Association Areas. Any such variances must be in writing or be contained in written guidelines or rules promulgated by the Development Review Committee, and no such variance shall constitute a waiver or estoppel with respect to any future action by the Development Review Committee or the Board.

9.2 Maintenance of Property. No property within the Master Association Area shall be permitted to fall into disrepair, and all property within the Master Association Area, including any improvements and landscaping thereon, shall be kept and maintained by the Owners thereof in a clean, safe, attractive and aesthetically pleasing condition, not visibly in disrepair or lacking exterior paint, with windows glazed and paving swept. Any building on any Site which is vacant for any reason shall be kept locked and the windows shall be glazed in order to prevent entrance by vandals. All grounds shall be maintained in a safe, clean and neat condition free of rubbish and weeds. Lawns shall be kept in a mowed condition. Roads and pavements shall be kept reasonably true to line and grade in good repair. Drainage systems shall be kept clean and free

of any obstacles. Parking areas, lighting and signage shall be kept clean and in good repair. To the extent reasonably possible, all plantings shall be maintained in a healthy condition, and fertilization, weeding and pruning of them shall be carried out on a regular basis. Dead or dying plants shall be removed as quickly as possible, and, subject to seasonal limitations, replaced as quickly as possible, and in any event within thirty days after notification from the Development Review Committee. Irrigation systems shall be kept in proper working condition, with adjustment, repair and cleaning being done on a regular basis. Maintenance, repair and upkeep of each Site and any unpaved portion of the right-of-way of a public street adjoining such Site shall be the responsibility of the Owner of such Site. Maintenance, repair and upkeep of Master Association Properties shall be the responsibility of the Master Association. Violation of any provision of this Article IX or of this Declaration or of any applicable Supplemental Declaration by an Owner or by a Related User of an Owner shall be grounds for the Master Association, through the Board or agents, after Notice and Hearing, to enter upon the Site of the Owner and cure the violation or cause compliance with the provision or provisions and, as provided in Section 8.10 hereof, to levy and collect a Reimbursement Assessment for the costs and expenses of the Master Association in so doing; provided, however that there shall be no entry into the interior of any building located on such Site without the consent of the Owner thereof unless an emergency exists.

9.3 Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any property within the Master Association Area, nor shall anything be done or placed thereon which is or may become a nuisance or cause an unreasonable embarrassment, disturbance or annoyance to others.

9.4 Annoying Sounds or Odors. No sound or odor shall be emitted from any property within the Master Association Area which is noxious or unreasonably offensive to others. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, other than devices used exclusively for security, fire prevention or fire control purposes, shall be located or used on any property except with the prior written approval of the Development Review Committee.

9.5 Hazardous Activities. No activity shall be conducted on and no improvement shall be constructed on any property within the Master Association Area which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no radiation or toxic substances shall be created on or emitted from any property, no firearms shall be discharged upon any property, and no open fires shall be lighted or permitted on any property except in a contained barbecue unit while attended and used for cooking purposes or within an interior or exterior fireplace designated to prevent the dispersal of burning embers.

9.6 Garbage and Trash. No refuse, garbage, trash or scrap lumber or metal; and not grass, shrub or tree clippings; and no plant waste, compost, bulk materials or debris of any kind shall be kept, stored or allowed to accumulate on any Site except within an enclosed structure or container approved by the Development Review Committee or unless appropriately screened from view, in a manner acceptable to the Development Review Committee, except that any refuse container containing such materials and approved by the Development Review Committee may be placed outside at such times as may be reasonably necessary to permit garbage or trash pickup.

9.7 Temporary Structures. No tent, shack, temporary structure or temporary building shall be placed upon any property within the Master Association Area except with the prior written consent of the Development Review Committee obtained in each instance, which consent cannot be unreasonably withheld or delayed.

9.8 Antennas, Aerials and Dishes. No exterior radio antenna or aerial, television antenna, aerial, dish or similar facility of any type shall be erected or maintained in the Master Association Area (specifically including any Site) without the prior written approval of the Development Review Committee of the location of and screening for any such object.

9.9 Signs and Advertising Devices. No sign poster, billboard, advertising device or display of any kind shall be erected or maintained anywhere within the Master Association Area

so as to be evident to public view, except signs as may be approved in writing by the Development Review Committee in accordance with the Design Guidelines promulgated by the Master Association for Reunion, which sets forth the uniform standards relating to dimensions, color, number, graphics, style and location of signs. The only types of signs permitted within the Master Association Area are signs giving identity to the project (known as "Reunion") established pursuant to this Declaration, or to a development on a Site or a building, building group, shopping center, firm or company, either by logo, name or both, signs which provide information or direction, traffic signs and temporary signs either to denote the firms involved in the construction or financing of a project or the presence of a project or building available for sale or lease, or real estate directional signs providing directions from major roadways to Sites which do not contain any commercial message or advertisement, but only the name, trademark or trade symbol, or address of the development or Site to which directions are being provided. The addresses of all buildings in the Master Association Area shall be identified either on a free-standing identification sign or on the building itself by means of numbers large enough to be readily visible from the nearest public street. Each Owner shall be responsible for the maintenance of signs within such Owner's Site and shall replace lamps and repair damaged signs as promptly as reasonably possible after any such lamp ceases to operate or such damage occurs. No signs shall be located in any way which create a traffic or other hazard, obstruct any other sign, or restricts visibility for vehicular or pedestrian circulation or the views of surrounding buildings or the environment. No identification signs shall be allowed within the right-of-way of a public street or in any other area not approved by the Development Review Committee. All signs, except traffic signs, shall be set back a minimum of ten feet from any property line of a Site. Signs shall not advertise a product or a service, except as may be approved in writing by the Development Review Committee. Signs may be illuminated by floodlighting; however, the specific type of lighting of any sign must be approved by the Development Review Committee. In addition, the following types of signs are specifically prohibited: Signs which flash, blink, or are animated in any way; any sign which, by reason of its shape, position or color, may be confused with a county-authorized traffic sign or signal; any sign that contains the wording "stop" or "danger" or any other similar wording that may confuse or mislead traffic; any internally lit awning, and any temporary sign attached to a tree or utility pole or attached to or painted on a building or any natural feature on a Site. All electrical conduits and wiring for signs must be concealed from view or placed below ground. No sign manufacturer's name, union label or other lettering shall be visible on any sign. No exposed lamps, globes, tubes, electrical raceways, electrical appurtenances or similar devices will be permitted on any sign. No sign may be mounted on any roof. No sign may have more than two sign faces.

9.10 Prohibited Uses. The conducting of the following operations, occupations, and uses shall not be permitted in the Master Association Area: (a) trailer courts; (b) labor camps; (c) junk yards; (d) commercial storage of building or construction materials; (e) distillation of bones; (f) dumping, disposal, incineration or reduction of garbage, sewage, dead animals or refuse; (g) fat rendering; (h) stockyard or slaughter of animals; (i) smelting of iron, tin, zinc or other ores; (j) refining of petroleum or of its products; (k) any new cemeteries or mausoleums; (l) jail, penal detention or correction farms; (m) gasoline service stations, except on Sites, if any, specifically designated by Declarant; (n) mining, quarrying, drilling or exploring for or removing oil, gas, other hydrocarbons, minerals, rocks, stones, gravel or earth; (o) temporary, portable or permanent sawmill; (p) community fair; (q) sewage treatment plant; (r) boarding or breeding kennels; (s) medical facilities permitting abortions; (t) construction contractor (other than office uses and operations, which are permitted); (u) sanitarium or convalescent home; (v) any uses otherwise prohibit under the current Zoning Code for the City of Franklin; (w) sale of fireworks or other explosives; (x) the raising or keeping of animals (other than household pets); (y) establishments selling "adult" type books or other materials; and, (z) massage parlors.

9.11 Maintenance of Drainage. The established drainage pattern over any property within the Master Association Area shall not be altered except as approved in writing by the Development Review Committee. Approval shall not be granted unless provision is made for adequate alternate drainage. The "established drainage pattern" shall mean the drainage pattern which exists at the time the overall grading of any property is completed and shall include any established drainage pattern shown on any plans approved by the Development Review Committee. The established drainage pattern may include the drainage pattern from Master

Association Properties, or from any Site over another Site. This Section shall not apply to Declarant in connection with its development, construction and sale of property within the Master Association Area.

9.12 Compliance with Insurance Requirements. Except as may be approved in writing by the Board, nothing shall be done or kept on property within the Master Association Area which may result in a material increase in the rates of insurance maintained by the Master Association or which would result in cancellations of any insurance maintained by the Master Association.

9.13 Compliance with Laws. Nothing shall be done or kept on any property within the Master Association Area in violation of any law, ordinance, rule or regulation of any governmental authority having jurisdiction.

9.14 Sewage Disposal Systems. No cesspool, septic tank or other sewage disposal system shall be installed within the Master Association Area unless such system is approved in writing by the Development Review Committee and is designed, located, and constructed and equipped in accordance with the requirements, standards and recommendations of any applicable governmental authority having jurisdiction.

9.15 Water Systems. No individual water supply system shall be installed or maintained for any property within the Master Association Area unless such system is approved in writing by the Development Review Committee and is designed, located, and constructed and equipped in accordance with the requirements, standards and recommendations of any applicable governmental authority having jurisdiction.

9.16 Restoration in Event of Damage or Destruction. In the event of the damage or destruction of any improvement on any Site, the Owner thereof shall, as soon as the extent of damage will permit (and, if reasonably possible, within thirty days after notification by the Development Review Committee), cause the damaged or destroyed improvement to be replaced or restored to its original condition or such other condition as may be approved in writing by the Development Review Committee, or the Owner shall cause the damaged or destroyed improvement to be demolished and the Site to be suitably landscaped, subject to the approval of the Development Review Committee, so as to present a pleasing and attractive appearance.

9.17 Land Coverage. The aggregate floor area of all buildings to be constructed on any nonresidential Site within the Master Association Area shall be limited in accordance with any Supplemental Declaration applicable to such Site in order that the ratio of the floor area of all such buildings to the area of the Site on which they are constructed shall not exceed the maximum ratio of floor area to the Site area as set forth in any such Supplemental Declaration or the City of Franklin, Tennessee, standards, whichever is the more restrictive. Moreover, the extent to which each Site shall be covered with improvements shall be limited so as to provide a minimum of thirty percent unobstructed space (landscape surface ratios) not covered with improvements on each nonresidential Site or on contiguous nonresidential Sites which are part of a coordinated development.

9.18 Height of Rooftop Structures. No structure or appurtenance, including but not limited to water towers, standpipes, penthouses, elevators, elevator equipment, stairways, ventilating fans or similar equipment required to operate and maintain any building, fire or parapet walls, skylights, tanks, cooling or other towers, wireless radio or television masts, satellite dishes, or flagpoles shall exceed a height of ten feet above the finished rooftop of any building, except as may be specifically approved in writing by the Development Review Committee.

9.19 Loading and Servicing Areas. Loading doors, docks, material hauling facilities, accessory structures and servicing areas shall be adequately screened with landscaping or walls or a combination thereof so as not to be visible from any residential area or street and to minimize the effect of their appearance from neighboring nonresidential Sites. Moreover, loading and servicing areas shall be designed as an integral part of the building architecture and so that the entire loading and servicing operation can be conducted within the confines of any such area.

9.20 Storage Areas. No materials, supplies, merchandise, equipment, company-owned vehicles or similar items shall be stored except in an enclosed, covered building or on a Site in a location which shall have been adequately screened from the view of the adjacent Sites, public streets and pedestrian walkways by either a fence, wall or landscaping screen approved in writing by the Development Review Committee. In addition, company-owned vehicles, trucks and equipment shall be stored only in areas so designated by a Supplemental Declaration or the Development Review Committee and shall be stored in an enclosed area meeting the requirements of the first sentence in this Section. Notwithstanding the above, any provision of this paragraph which is more restrictive than would be required by City of Franklin regulation or ordinance, the City of Franklin's regulations or ordinances shall govern.

9.21 Utilities. Other than for street lighting, all pipes, lines and other facilities for utilities and all lines and conduits of any type hereafter installed for the transmission of audio and visual signals or electricity shall be located beneath the ground or within an enclosed structure, except that certain overhead lighting and utility appurtenances (including telephone pedestals, utility meters, irrigation systems, back-flow preventers, transformers and switching devices) may be located above the ground as approved in writing by the Development Review Committee. To the extent possible, transformers, utility meters and other utility appurtenances shall be grouped together.

9.22 Landscaping Development. Every site on which a building is constructed and any unpaved portion of the right-of-way of any public street adjoining any such Site shall be landscaped by the Owner or Related User in accordance with plans and specifications prepared by a registered landscape architect and submitted to and approved in writing by the Development Review Committee. (Such approval is not in lieu of nor does it constitute an approval by the City of Franklin Site Plan Review process.) Furthermore, each Owner or Related User shall submit as-built drawings of all irrigation systems to the Development Review Committee upon completion of the installation of any such system. Landscaping in accordance with the approved plan must be installed before the occupancy of any building within the phase of development to which such landscape plan pertains, except when seasonal limitations prohibit, in which case the landscaping must be installed within thirty days from the time planting operations can be feasibly undertaken. Moreover, when seasonal limitations do not permit planting, erosion control measures must be implemented in accordance with generally accepted practices in the real estate development industry, as approved by the Development Review Committee. The unpaved portion of the right-of-way of any public street and a thirty-foot wide strip of each Site adjoining each such unpaved portion shall be fully landscaped. All areas of a Site which have been disturbed by land development activities and are not paved or covered with improvements or are not presently forested, must be landscaped with trees and irrigated turf, except that shrub beds may be substituted judiciously and carefully. The Development Review Committee may waive this irrigation requirement for areas of future expansion of buildings and parking, after the Development Review Committee has reviewed relevant landscaping and architectural drawings. All landscaping must be in accordance with City of Franklin standards. Large, uninterrupted areas of gravel, pine straw, bark mulch or bare soil are prohibited. Any fencing along the rear of any Site, the rear boundary of which fronts on an alley, shall be constructed a minimum of five (5) feet away from the rear property line.

ARTICLE X

DEVELOPMENT APPROVAL

10.1 Approval of Improvements Required. The approval of the Development Review Committee shall be required for any "Improvement to Property" (as defined in Section 10.2 hereof) on any Site, except for any improvements to Property made by Declarant and except as prior approval may be waived or certain improvements to Property may be exempted in writing or under written guidelines or rules promulgated by the Board or the Development Review Committee because approval in such case or cases is not reasonably required to carry out the purposes of this Declaration.

10.2 Improvement to Property. "Improvement to Property" requiring approval of the Development Review Committee, shall include, but shall not be limited to: (a) the construction, installation, erection or expansion of any building, structure or other improvement, including parking areas and utility facilities; (b) the demolition or destruction, by voluntary action, of any building, structure or other improvement; (c) the grading, excavation, filling or similar substantial disturbance to the surface of the land, including, without limitation, change of grade, change of ground level, change of drainage pattern or change of stream bed; (d) the landscaping, planting, clearing or removing of trees, shrubs, grass or plants; (e) the placing, installing, modifying or erecting of any solar panels or other solar equipment, or of any antennas, aerials, microwave dishes, wires or boxes, or of any evaporative, cooling, air conditioning or heating equipment, or of any other similar items of equipment on the roof or exterior of any improvements or on any other portion of a Site which is visible from any part of another Site or from any part of the Master Association Area; (f) the erection, construction, removal, modification, substitution or remodeling of signs, fences, walls, patios, decks, planters or other similar improvements; and (g) any material, exterior change, remodeling or alteration of any previously approved improvement to Property, including any change of exterior appearance, color or texture.

10.3 Membership of Committee. During the Appointment Period, the Development Review Committee shall consist of three members, and Declarant shall have the right to appoint such members during the Appointment Period. Upon the end of the Appointment Period, the Board shall meet and appoint the members of the Development Review Committee. The members of the Development Review Committee appointed by the Board may be removed and replaced at any time by the Board and shall serve for such term as may be designated by the Board or until their death or resignation or until their removal by the Board. After the Appointment Period, the Master Association may at any time, from time to time, change the authorized number of members of the Development Review Committee, but the number of members shall always be an odd number and shall not be less than three.

10.4 Address of Committee. Until changed by the Development Review Committee, the address of the Development Review Committee shall be at the principal office of Declarant in the State of Tennessee.

10.5 Submission of Plans. Subject to the provision of Section 10.1 hereof, prior to commencement of work to accomplish any proposed improvement to Property, the Person (the "Applicant") proposing to make such improvement to Property shall, in accordance with Sections 10.6 through 10.9 hereof and the guidelines promulgated by the Development Review Committee, submit to the Development Review Committee such descriptions, surveys, plot plans, drainage plans, elevation drawings, construction plans and specifications, building permits and samples of materials and colors as the Development Review Committee shall reasonably request showing the nature, kind, shape, height, width, color, materials, location and other essential features of the proposed improvements to Property. The Development Review Committee may require submission of additional plans, specifications or other information prior to approving or disapproving the proposed improvement to Property. Until receipt by the Development Review Committee of all required materials in connection with each phase of the review and approval procedure of the Development Review Committee for the proposed improvement to Property, the Development Review Committee may postpone review of any material submitted for approval.

10.6 Schematic Design Review. The Development Review Committee shall meet to consider the preliminary plans to be presented to the Development Review Committee pursuant to each pre-design conference. In accordance with the design guidelines of the Development Review Committee, the Applicant proposing the improvement to Property must submit to the Development Review Committee preliminary plans for the improvement to Property, which shall include the information for such improvement to Property required by the rules and guidelines of the Development Review Committee. Upon receipt of all required preliminary information, the Development Review Committee shall review it and respond to the Applicant in writing within the applicable time period specified in the design guidelines of the Development Review Committee.

10.7 Design Development Review. After an Applicant receives the response of the Development Review Committee to the information submitted by Applicant pursuant to Section 10.6 hereof, the Applicant shall submit final design development plans for the Applicant's proposed improvement to Property, which shall include the information required pursuant to the rules and guidelines of the Development Review Committee in addition to any revisions of the drawings submitted during the schematic design phase pursuant to Section 10.6 above. Following receipt of all such required plans, the Development Review Committee shall approve or disapprove in writing all such plans within the applicable time period specified in the design guidelines of the Development Review Committee.

10.8 Construction Documents Review. The purpose of the construction documents review is to assure the Development Review Committee that final construction plans comply with the design approved by the Development Review Committee. No construction of an improvement to Property may take place until the Development Review Committee shall have approved the final construction documents for such improvement. Upon the request of any Applicant whose design development plans for an improvement to Property have been approved pursuant to Section 10.7 hereof, the Development Review Committee shall meet to consider such final construction documents. Thereafter, within the applicable time period specified in the design guidelines of the Development Review Committee, the Applicant must submit the final construction documents, plans, specification and other materials required by the rules and guidelines of the Development Review Committee. Following receipt thereof, the Development Review Committee shall approve or disapprove in writing all such documents, plans, specifications and materials within the applicable time period specified in the design guidelines of the Development Review Committee.

10.9 Changes After Final Review. During the construction of an improvement to Property, if an Owner or Related User desires to make a change in previously approved plans which affects the exterior of such improvement or the Site on which it is being built and which deviates from the plans as approved by the Development Review Committee, the Owner or Related User must submit a written request to the Development Review Committee along with a "red-lined" set of plans clearly delineating the proposed change. The Development Review Committee shall review and respond to such request within the applicable time period specified in the design guidelines of the Development Review Committee. No changes from plans previously approved by the Development Review Committee may be made unless approved by the Development Review Committee.

10.10 Criteria for Approval. The Development Review Committee shall approve any proposed improvement to Property only if it deems, in its reasonable discretion, that: (a) the proposed improvement to Property in the location indicated will not be detrimental to the appearance of the surrounding areas of the Master Association Area as a whole; (b) the appearance of the proposed improvement to Property will be in harmony with the surrounding areas of the Master Association Area; (c) the proposed improvement to Property will not detract from the beauty, wholesomeness or attractiveness of the Master Association Area or the enjoyment thereof by Owners; (d) the proposed improvement to Property is in compliance with the provisions of this Declaration, the applicable Rules and Regulations and the applicable guidelines and rules of the Development Review Committee; (e) the upkeep and maintenance of the proposed improvement to Property will not become a burden on the Master Association; (f) the plans for the proposed improvement to Property include such information as may have been reasonably requested by the Development Review Committee; (g) the exterior design, color scheme, finish, proportions, style of architecture, height, appearance and materials of the proposed improvement to Property are not objectionable; (h) the grading plan for the proposed improvement to Property is not objectionable; (i) the location and capacity of the parking areas within the proposed improvement to Property and any applicable zoning, building, land use or other laws, ordinances, rules or regulations affecting the development, construction or use of the proposed improvement to Property. The Development Review Committee may condition its approval of any proposed improvement to Property upon the making of such changes therein as the Development Review Committee may deem appropriate. Approval by the Development

Review Committee shall not be deemed to constitute compliance with the requirements of any local building codes, and it shall be the responsibility of the Applicant to comply therewith. If the work contemplated by any such plans and specifications shall require a building permit or other permit under local building codes, then the Applicant shall submit a copy of any and all such permits to the Development Review Committee within ten days after the issuance of such permits.

10.11 Committee Guidelines or Rules. From time to time, the Development Review Committee may issue guidelines or rules relating to the standards, procedures, materials to be submitted, and additional factors which will be taken into consideration in connection with the approval of any proposed improvement to Property. By way of illustration and not limitation, such guidelines or rules may amplify restrictions set forth in this Declaration and establish requirements for (a) site planning, (b) minimum numbers and dimensions of parking stalls, (c) the design of parking areas, (d) the design and location of loading and service areas, (e) site grading and drainage, (f) fences, (g) signage, (h) architectural design, (i) landscaping, (j) lighting, (k) minimum setback distances for buildings and other structures from public streets and adjoining Sites, (l) rooftop design and appearance, and (m) construction practices. Such guidelines or rules may specify circumstances under which the strict application of limitations or restrictions under this Declaration will be waived or deemed waived in whole or in part because strict application would be unreasonable or unduly harsh under the circumstances. Such guidelines or rules may waive the requirement for approval of any one or more improvements to Property from the requirement for approval, if such approval is not reasonably required to carry out the purposes of this Declaration.

10.12 Development Review Fee. The Development Review Committee may, in its guidelines or rules, provide for the payment of a reasonable fee to accompany each request for approval of any proposed improvement to Property. The Development Review Committee may provide that the amount of such fee shall be uniform for similar types of any proposed improvement to Property or that the fee shall be determined in any other reasonable manner.

10.13 Decisions of Committee. Decisions of the Development Review Committee shall be made by the affirmative vote of a majority of its members. Notice of any decision of the Development Review Committee shall be given to the Applicant pursuant to the provisions of Section 11.6 hereof. If the time period in which the Development Review Committee is to make its decision would expire on a Saturday, Sunday or legal holiday, then the Development Review Committee shall have until the next following business day which is not a Saturday, Sunday or legal holiday in which to make its decision and give notice thereof to the Applicant. The decision of the Development Review Committee shall be in writing. If the decision is not to approve a proposed improvement to Property, the reason therefor shall be stated, and, upon the request of the Applicant, the Development Review Committee shall suggest revisions that meet the Development Review Committee's requirement, and shall otherwise make reasonable efforts (at no cost to the Master Association) to aid the Applicant in preparing a proposal that would be acceptable to the Development Review Committee. Any subsequent submission by the Applicant shall be reviewed and acted upon by the Development Review Committee as provided herein for a new submission. The decision of the Development Review Committee shall be transmitted to the Applicant at the address furnished by the Applicant to the Development Review Committee.

10.14 Appeal to Board. If the Development Review Committee denies, imposes conditions on, or refuses approval of a proposed improvement to Property, the Applicant may appeal to the Board by giving written notice of such appeal to the Master Association and the Development Review Committee within thirty days after such denial, imposition of conditions, or refusal. The Board or a tribunal appointed pursuant to the By-Laws for Notice and Hearing, and the Board or such tribunal shall decide whether or not the proposed improvement to Property or the conditions imposed by the Development Review Committee shall be approved, disapproved or modified.

10.15 Failure of Committee to Act on Plans. Subject to the following sentence of this Section, any request for approval of a submission of plans and other materials for a proposed improvement to Property shall be deemed approved unless notice of disapproval is given to the

Applicant by the Development Review Committee within the applicable time period for response by the Development Review Committee as set forth in the guidelines promulgated by it, unless such time period is extended by mutual agreement.

10.16 Prosecution of Work After Approval. After approval of any proposed improvement to Property, the proposed improvement to Property shall be commenced and completed as promptly and diligently as reasonably possible and in complete conformity with the description of the proposed improvement to Property, any materials submitted to the Development Review Committee in connection with the proposed improvement to Property and any conditions imposed by the Development Review Committee. Failure to complete the proposed improvement to Property within eighteen months after the date of approval or to complete the improvement to Property in accordance with the description and materials furnished to, and the conditions imposed by, the Development Review Committee, shall constitute noncompliance with the requirements for approval of the proposed improvement to Property.

10.17 Notice of Completion. Upon completion of the improvement to Property, the Applicant shall give the Development Review Committee written notice of the completion of the improvement to Property and a certificate from an architect licensed to practice in Tennessee stating that the improvement to Property has been substantially completed in accordance with the description and materials furnished to, and the conditions imposed by, the Development Review Committee (collectively the "Notice of Completion"). Until the date of receipt of the Notice of Completion, the Development Review Committee shall not be deemed to have notice of the completion of such improvement to Property.

10.18 Inspection of Work. The Development Review Committee or its duly authorized representative shall have the right to inspect any improvement to Property at any reasonable time or time prior to or after completion, provided that the right of inspection shall terminate thirty days after the Development Review Committee shall have received a Notice of Completion from the Applicant.

10.19 Notice of Noncompliance. If, as a result of inspections or otherwise, the Development Review Committee finds that any improvement to Property has been made without obtaining the approval of the Development Review Committee or was not done in substantial compliance with the description and materials furnished to, and any conditions imposed by, the Development Review Committee, or was not completed within eighteen months after the date of approval by the Development Review Committee, the Development Review Committee shall notify the Applicant in writing of the noncompliance (the "Notice of Noncompliance"); which Notice of Noncompliance shall be given, if given at all, not later than thirty days after the Development Review Committee receives any applicable Notice of Completion from the Applicant. The Notice of Noncompliance shall specify the particulars of the noncompliance and shall require the Applicant to take such action as may be necessary to remedy the noncompliance, including removal of any portion of the improvement to Property which is not in compliance.

10.20 Failure of Committee to Act After Completion. If for any reason other than the Applicant's act or neglect, the Development Review Committee fails to notify the Applicant of any noncompliance within thirty days after receipt by the Development Review Committee of a Notice of Completion from the Applicant, the improvement to Property shall be deemed in compliance if the improvement to Property was, in fact, completed as of the date of Notice of Completion.

10.21 Appeal to Board of Finding of Noncompliance. If the Development Review Committee gives any Notice of Noncompliance, the Applicant may appeal to Board by giving written notice of such appeal to the Board and the Development Review Committee within thirty days after the Notice of Noncompliance was given by the Development Review Committee to the Applicant. If, after a Notice of Noncompliance, the Applicant fails to commence action diligently to remedy such noncompliance, the Development Review Committee shall request a finding of noncompliance by the Board by giving written notice of such request to the Master Association and the Applicant. In either event, the Board or a tribunal appointed pursuant to the By-Laws shall hear the matter in accordance with the provisions of the By-Laws for Notice and

Hearing, and the Board shall decide whether or not there has been such noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same.

10.22 Correction of Noncompliance. If the Board determines that a circumstance of noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than forty-five days from the date the Board gives the Applicant notice of such determination by the Board or applicable tribunal. If the Applicant does not comply with the ruling within such period, the Board may, at its option, record a final Notice of Noncompliance against the Site on which the noncomplying improvement to Property exists, shall be entitled to remove such noncomplying improvement to Property or otherwise to remedy the noncompliance such as by having construction enjoined or maintaining an action for the removal of such noncomplying improvement to Property, and the Applicant shall reimburse the Master Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Applicant or Owner to the Master Association, the Board may levy a Reimbursement Assessment against the Owner of the Site for such costs and expenses. The right of the Master Association to remedy or remove any noncomplying improvement to Property shall be in addition to all other rights and remedies which this Master Association may have at law, in equity or under this Declaration.

10.23 No Implied Waiver or Estoppel. No action or failure to act by the Development Review Committee or by the Board shall constitute a waiver or estoppel with respect to future action by the Development Review Committee or the Board with respect to any improvement to Property. Specifically, the approval of the Development Review Committee of any improvement to Property shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar or dissimilar improvement to Property or any similar or dissimilar proposals, plans, specifications or other materials submitted with respect to any other improvement to Property by the same or any other Applicant.

10.24 Committee Power to Grant Variances. The Development Review Committee may authorize reasonable variances from strict compliance with any of the provisions of Articles IX and X hereof or (if so authorized by the applicable Supplemental Declaration) any development restrictions of any Supplemental Declaration, including restrictions upon height, size, floor area or placement of structures or similar restrictions, when circumstances such as topography, natural obstructions, aesthetic or environmental considerations may require, or when strict application would be unreasonable or unduly harsh under the circumstances; provided, however, that no such variance shall materially adversely affect the value of any of the Master Association Area. Such variances must be in writing or be contained in written guidelines or rules promulgated by the Development Review Committee and shall become effective when signed by a majority of the members of the Development Review Committee. If any such variance is granted, no violation of the provisions of this Declaration or (if so provided in the applicable Supplemental Declaration) any Supplement Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration or any Supplemental Declaration for any purpose except as to the particular property, the particular improvement and the particular provision hereof covered by the variance, nor shall the granting of any variance affect the jurisdiction of either any development restrictions of a Subassociation or any development review committee authorized by a Supplemental Declaration, nor shall the granting of a variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned, including, but not limited to, zoning ordinances and setback lines or other requirements imposed by any governmental authority having jurisdiction.

10.25 Compensation of Members. Members of the Development Review Committee shall be entitled to receive reasonable compensation from the Master Association for services performed as members of such committee and to be reimbursed for out-of-pocket expenses incurred by them in the performance of their duties hereunder; provided, however, that any such member shall receive such compensation and reimbursement only from Declarant (if so agreed by the Declarant) and/or the fees paid to the Development Review Committee by Applicants.

10.26 Committee Representative. The Development Review Committee shall meet from time to time as necessary to perform its duties hereunder. The Development Review Committee may, from time to time, by a resolution in writing adopted by a majority of the members, designate any one or more Persons as the representative of the Development Review Committee (the "Development Review Committee Representative") to take any action or perform any duties for or on behalf of the Development Review Committee, except the granting of approval to any submission for an improvement to Property and the granting of variances. The Development Review Committee Representative may, but need not, be a member of the Development Review Committee. The Action of the Development Review Committee Representative within the authority of such Development Review Committee Representative or with the written consent or the vote of a majority of the members of the Development Review Committee shall constitute action of the Development Review Committee.

10.27 Records of Actions. The Development Review Committee shall report in writing to the Board all final action of the Development Review Committee, and the Board shall keep a permanent record of such reported action.

10.28 Estoppel Certificates. Upon the payment of such reasonable fee as may be determined from time to time by the board and upon the reasonable request of any interested party, the Board shall, after confirming any necessary facts with the Development Review Committee, furnish a certificate with respect to the approval or disapproval of any improvements to Property or with respect to whether any improvement to Property was made in compliance herewith. Any Person without actual notice to the contrary shall be entitled to rely on such certificate for all matters set forth therein.

10.29 Non-liability for Committee Action. No liability shall be imposed on the Development Review Committee, any member of the Development Review Committee, any Development Review Committee Representative, the Master Association, any member of the Board, any tribunal thereof or Declarant for any loss, damage or injury arising out of or in any way connect with the performance of the duties of the Development Review Committee, any Development Review Committee Representative, the Board or such tribunal hereunder unless due to the willful misconduct or bad faith of the party to be held liable. In reviewing any matter, the Board, the Development Review Committee, any Development Review Committee Representative and Declarant shall not be responsible for reviewing, nor shall its approval of any improvement to Property be deemed approval of, the improvement to Property from the standpoint of safety, whether structural, fire, security or otherwise, or as to conformance with building codes or other governmental laws or regulations.

10.30 Construction Period Exception. During the course of actual construction of any permitted structure or improvement to Property, and provided construction is proceeding with due diligence, the Development Review Committee shall temporarily suspend the provisions contained in the Declaration as to the property upon which the construction is taking place to the extent necessary to permit such construction; provided that, during the course of any such construction, nothing is done which will result in a violation of any of the provisions of this Declaration upon the completion of construction and nothing is done which will constitute a nuisance or unreasonable interference with the use and enjoyment of other property in the Master Association Area.

10.31 Appeal to the Court of Law. No Provision of this Article X shall preclude the right of an aggrieved Applicant to appeal any decision of the Development Review Committee or the Board to a court of law for a final decision; provided, however such aggrieved Applicant must first have exhausted all of his or her remedies and appeal procedures, if any, as are authorized under this Declaration.

10.32 Development by Declarant. Notwithstanding any other provisions of this Declaration which may be to the contrary, the provisions of this Article X shall not apply to any improvement to Property proposed or made by Declarant or its successors and assigns (as such term is defined in Section 2.17 hereof) in connection with its development, construction, promotion, marketing, sale or leasing of properties within the Annexable Area.

ARTICLE XI

MISCELLANEOUS PROVISIONS

11.1 Duration. The provisions of this Declaration shall run with and bind title to the Master Association Properties, shall be binding upon and inure to the benefit of Declarant, the Association, and all Owners and Mortgagees, and their respective heirs, executors, legal representatives, successors, and assigns, and shall be and remain in effect until the twentieth anniversary of the date of the Recording of this Declaration, whereupon this Declaration shall automatically renew for successive twenty (20) year periods, provided the Owners and the Master Association have not adopted a new set of protective covenants. In the event the Owners and Master Association have adopted a new set of protective covenants, this Declaration shall automatically expire on the later of a twenty year anniversary of this Declaration or the effective date of the new protective covenants. Notwithstanding the foregoing, any easements granted pursuant hereto or in any Supplemental Declaration are and shall be perpetual, except to the extend, if any, otherwise provided in the creation of any such easement, and except that any dedication to an acceptance by an appropriate governmental authority or any conveyance or grant to any appropriate public utility of the facilities that are the subject of any such easements shall terminate those easements if such dedication, conveyance or grant so provides. It is the intent of Declarant that, upon the twentieth anniversary of the date of the Recording of this Declaration, a new set of protective covenants shall be drafted, adopted, and recorded by the Owners and the Master Association and that the Master Association shall not dissolve or terminate upon such twentieth anniversary date.

11.2 Land Outside Master Association Area. The restrictions created by this Declaration benefit and burden only the Master Association Area and no other land whatsoever, whether or not within the Annexable Area. Notwithstanding any possible sharing of present or future facilities by other land, whether developed by Declarant or others, the general plan created by the restrictions of this Declaration extends only to the Master Association Area, and such restrictions are not intended to benefit any Persons other than those having an interest in the Master Association Area. No Persons owning land or having an interest in land outside of the Master Association Area shall have any right whatsoever to enforce this Declaration for the benefit of such land.

11.3 Amendment to Declaration by Declarant. For and during the first twenty four (24) months following the recording of this Declaration, any of the covenants, conditions, restrictions, easements, equitable servitudes and other provisions contained in this Declaration may be unilaterally amended or terminated by Declarant, or new covenants, conditions, restrictions, easement, reservations, rights-of-way, equitable servitudes and other provisions may be unilaterally added by Declarant, by the Recordation of a written instrument, executed by Declarant, setting forth such amendment, termination or additions.

11.4 Amendment to Declaration by Owners. Except as provided in Section 11.3 hereof, amendments to this Declaration shall be proposed and adopted in the following manner. Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Delegates at which such proposed amendment is to be considered and shall be delivered in accordance with the Bylaws. At such meeting, a resolution for the adoption of a proposed amendment may be proposed either by the Board or by a Delegate. Such amendment must be approved by a least sixty percent of the total votes entitled to be cast thereon; provided, however, that any amendment that (a) limits or curtails any easement rights granted or reserved herein, (b) delays the levying of any Assessment, (c) changes the basis of calculation of any Assessment, or (d) modifies the priority of the Master Association's lien for Assessments set forth in Section 8.11 hereof must be approved by the unanimous vote of all Delegates, and as to an amendment to Section 8.11, all First Mortgagees, secondary purchase money Mortgagees, and the holder of any Mortgage executed in favor of Declarant. Furthermore, as long as Declarant owns any land within the Master Association Area, and during the Appointment Period no amendment to the Declaration may become effective without the approval of Declarant. The agreement of the required percentage of the Owners and, when required, the Declarant and any Mortgagee, to any amendment to this Declaration shall be evidenced by their execution of such amendment, or

in the alternative (as to all such Persons other than the Declarant), the sworn statement of the President and any Vice president or the Secretary of the association attached to or incorporated in the amendment executed by the Association which sworn statement shall state unequivocally that the written agreement of the required Persons was lawfully obtained. Any such amendment to this Declaration shall become effective only when Recorded, or at such later date as may be specified in the amendment itself.

11.5 Association Right to Mortgage Information. Each Owner hereby authorizes any Mortgagee holding a Mortgage on such Owner's Site to furnish information to the Master Association concerning the status of such Mortgage and the loan which it secured, to the extent such information is appropriate in order to assist the Master Association in determining if such loan is a valid First Mortgage or secondary purchase money Mortgage.

11.6 Notices. Upon any Owner's acquisition of a Site, Owner shall notify the Master Association of such Owner's address for purposes of the furnishing of notice in connection with this Declaration. Until notice to the contrary is given to all Owners by the Master Association, the address of the Master Association for the purposes of the furnishing of notice in connection with this Declaration shall be Declarant's principal office in the State of Tennessee. Any notice permitted or required to be given under this Declaration shall be in writing and may be given either personally or by mail, telecopier, or telegraph. If served by mail, such notice shall be sent first class, postage prepaid, addressed to the Person entitled to receive such notice at the address given by such Persons to the Master Association (or, for the purpose of Article X of this Declaration, to the address given by such Persons to the Development Review Committee) for the purpose of service of such notice, or to the Site of such Person if no address has been given to the Master Association, and shall be deemed given, if not actually received earlier, at 5:00 PM on the second day which is not a Sunday or legal holiday after it is deposited in a regular depository of the United States Postal Service. Such address may be changed by any such Person from time to time by notice in writing to the Master Association. Notice to one or more Owners of a Lot shall constitute notice to all such Owners. It shall be the obligation of every Owner to notify the Secretary of the Master Association immediately in writing of any change in address. Any Person who becomes the Owner of a Site after the date on which notice is delivered personally or mailed shall be deemed to have received such notice if received by such Owner's predecessor in title to such Site.

11.7 Enforcement. The Master Association, acting by the authority of the Board, and any Owner shall each have the right, acting alone or together, to enforce any or all of the covenants, conditions, restrictions, easements reservations, rights-of-way, equitable servitudes and other provisions contained in this Declaration against any Site and the Owner thereof. The right of enforcement shall include the right to proceed, jointly or severally, at law or in equity to prevent any breach hereof and/or to recover damages for any breach of the terms of this Declaration, the Bylaws, or the Rules and Regulations. Such proceedings may include, without limitation, suits to restrain or enjoin such breaches, actions for damages resulting therefrom, and actions in equity against any particular Site to enforce any lien created by this Declaration. Damages shall not be deemed adequate compensation for any breach or violation of any provisions of this Declaration, the Bylaws, or the Rules and Regulations, and, accordingly, the Declarant, the Master Association, and each Owner shall be entitled to relief by way of injunction, as well as any other remedy either at law or in equity. In addition, upon the violation of this Declaration, the Bylaws or the Rules and Regulations, and after Notice of Hearing, the Board shall have the power and authority (a) to impose reasonable monetary fines which shall constitute a lien upon the Site of the Owner or Owners who are guilty of such violation (b) to suspend the right of such Owner(s) and Related User(s) who are guilty of such violation to vote in the Master Association; and the Board shall have the power to impose either or both of these sanctions. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty days.

11.8 No Obligation to Enforce Declaration. Neither Declarant nor the Master Association, or its directors, officers or committees, shall be under any obligation to take any action to enforce the terms of this Declaration, the Bylaws, or the Rules and Regulations.

11.9 Violations Constitute a Nuisance. Any violation of any covenant, condition, restriction, easement, reservation, right-of-way, equitable servitude or other provision contained in this Declaration, whether by act or omission, is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by any Person entitled to enforce the provisions of this Declaration.

11.10 Enforcement by Self-Help. Declarant or the Master Association, or any authorized agent of either of them, may use self-help to enforce any of the covenants, conditions, restrictions, easement, reservations, rights-of-way, equitable servitudes, or other provisions contained in this Declaration, provided such self-help is preceded by Notice and Hearing as set forth in the Bylaws, unless an emergency exists.

11.11 Violation of Law. Any violation of any federal, state, municipal, or local law, ordinance, rule or regulation pertaining to the ownership, occupation or use of any property within the Master Association Area is hereby declared to be a violation of this Declaration and shall be subject to any and all of the enforcement procedures set forth in this Declaration.

11.12 No Waiver. No delay or failure on the part of the Association or any other aggrieved party to invoke any available right, power, or remedy in respect to a breach of this Declaration, the Bylaws, or the Rules and Regulations shall be held to be a waiver by that party of (or stop that party from asserting) any right, power or remedy available to it upon the recurrence or continuance of such breach or the occurrence of a different breach.

11.13 Remedies Cumulative. The rights, powers and remedies provided in this Declaration shall be cumulative and not restrictive of other remedies at law or in equity, and the exercise by a Person of any particular right, power, or remedy shall not be deemed an election of remedies or to preclude such Person's resort to other rights, powers or remedies available to it.

11.14 Costs and Attorney's Fees. In any action or proceeding under this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees.

11.15 Limitation on Liability. The Master Association, the Board, the Development Review Committee, the Development Review Committee Representative, Declarant, and Delegate and any member, agent or employee of any of them shall not be liable to any Person for any mistake of judgement, whether negligent or otherwise, or for any action or any failure to act under this Declaration or any Supplemental Declaration if the mistake, action or failure to act was in good faith and without malice. In addition, the Board and the officers of the Master Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Master Association (except to the extent that such directors or officers may also be Owners) and the Association, as an Administrative Function, shall indemnify the Board and such officers against, and hold, save and defend them free and harmless from any and all expense, loss, or liability to others on account of any such contract or commitment. In addition, each member of the Board, or the Development Review Committee, each Delegate, any Development Committee Representative, and each officer of the Master Association shall be indemnified and held harmless by the Association, as an Administrative Function, from any expense, loss or liability to others by reason of having served in such capacity, against all expenses, losses, and liabilities, including court costs and reasonable attorneys' fees, incurred by or imposed upon such person in connection with any proceeding to which he may be a party or may have become involved by any reason of holding such position, whether or not he holds such position at the time such expenses are incurred, except in cases in which the expenses, losses, and liabilities arise from a proceeding in which said Person is adjudicated guilty of willful misfeasance or malfeasance, misconduct, or bad faith in the performance of his duties. In the event of a settlement of any such proceedings, the indemnification provided hereby shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Master Association. Any right of indemnification provided in this Section shall not be exclusive of any other rights to which an indemnitee may be entitled.

11.16 General Development Information. Any brochures, maps, models, handouts, schematics, plans and facilities provided or available in connection with Declarant's development, construction, promotion, marketing, sale or leasing of property or improvements are provided for general information purposes only, are subject to change and deletion without notice by Declarant, by public or governmental authorities and by others and shall not obligate Declarant to develop, construct, promote, market, sell or lease any such property or improvements whatsoever or in any particular manner.

11.17 Use of "Reunion" Name. In order to avoid confusion in the minds of the public about the identity of any Person conducting a business in the Master Association Area, no Owner or Related User may use the name "Reunion" in the name of any building, development or other business conducted within the Master Association Area without the prior written consent of Declarant, which consent shall be granted, withheld or conditioned as Declarant may choose in its sole discretion.

11.18 Governing Law. This Declaration shall be construed and governed under the enforced in accordance with the laws of the State of Tennessee.

11.19 Captions for Convenience. The table of contents, titles, headings and captions used in this Declaration are intended solely for convenience of reference and shall not be considered in construing any of the provisions contained herein.

11.20 Interpretation. The Board shall have the right, power and authority to determine all questions arising under or in connection with this Declaration and to construe and interpret its provisions, and any determination, construction, or interpretation made in good faith by the Board shall be binding on all Owners. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of the Board, will best effect the understanding of the intent of the general purposes of this Declaration. The provisions hereof shall be liberally interpreted to effectuate the purposes set forth herein, and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective.

11.21 Conflicts in Legal Documents. In case of conflicts between the provisions in this Declaration and the Articles of Incorporation, the By-Laws or the Rules and Regulations, this Declaration shall control. In case of conflict in the provisions in the Articles of Incorporation and the By-Laws, the Articles of Incorporation shall control.

11.22 Number, Gender and Grammar. Unless the context requires a contrary construction, the singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

11.23 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration 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 valid provision or application, and to this end the provisions of this Declaration are declared to be severable.

11.24 Notice of Sale, Lease, or Mortgage. If an Owner sells, leases, grants a Mortgage on, or otherwise disposes of all or substantially all of a Site or the improvements thereon, such Owner must promptly furnish to the Master Association in writing the name and address of such Owner's purchaser, lessee, Mortgagee, or transferee. Nevertheless, no such notice shall be required for leases of space or individual units in a multi-tenant facility on a Site.

11.25 No Reverter. No covenant or restriction herein is intended to be or shall be construed as a condition subsequent intended to be or shall be construed as a condition subsequent or conditional limitation, or as creating a possibility of reverter.

11.26 Effective Date of Declaration. The effective date of this Declaration shall be the date of its recording.

JONES LAND COMPANY, LLC, A TENNESSEE LIMITED LIABILITY COMPANY

BY: *Denzel H. Carbine, Chief Manager*
DENZEL H. CARBINE, Chief Manager

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared DENZEL H. CARBINE, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon his oath acknowledged himself to be the Chief Manager of the JONES LAND COMPANY, LLC, the within named bargainer, a Tennessee limited liability company, and that he as such Chief Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as such officer.

Witness my hand and official seal at office at Franklin, Tennessee, on this the 31st day of March, 1998.

My Commission Expires: 5/27/2001

JTC
Notary Public

