

(b) the right to construct, install, replace, relocate, maintain, repair, use, and enjoy signs, model residences, and sales offices in the Single-Family Subassociation Area.

(c) No rights, privileges, and easements granted or reserved herein shall be merged into the title of any property, including, without limitation, the Single-Family Subassociation Area, but shall be held independent of such title, and no such right, privilege, or easement shall be surrendered, conveyed, or released unless and until and except by delivery of a quitclaim deed from Declarant releasing such right, privilege, or easement by express reference thereto.

(d) If these reserved easements are exercised without annexing any Additional Property to the Single-Family Subassociation Area, the Owners of the affected Additional Property shall share the costs, if any, of using and maintaining utility and similar facilities, including, without limitation, electrical, telephone, natural gas, water, sewer, and drainage lines and facilities with the Owners in the Single-Family Subassociation Area in the proportion that the number of completed dwellings on the affected Additional Property bears to the total number of complete dwellings upon the affected Additional Property and the number of Sites in the Single-Family Subassociation Area. The costs of maintenance and repair of Single-Family Subassociation Area streets and driveways shall likewise be apportioned to the affected Additional Property if the only means of vehicular access to the affected Additional Property is across the Single-Family Subassociation Area. For the purposes of this provision, a dwelling on the affected Additional Property shall be considered completed when a certificate of occupancy has been granted. The allocation of expenses and the collection therefor may be done on a monthly, quarterly, or annual basis as may reasonably be determined by the Single-Family Subassociation in accordance with this Supplemental Declaration. If any of the Additional Property is added to the Single-Family Subassociation Area, from the time of its annexation, the sharing of costs and expenses and the use of any property so added shall be governed by this Supplemental Declaration, rather than by these reserved easements.

ARTICLE VIII

Use Restrictions and Rules

Section 1. Declaration Restrictions. Nothing contained in this Supplemental Declaration shall modify or limit the General Restrictions set forth in Article IX of the Declaration. All restrictions contained herein are in addition to, and not in lieu of, the General Restrictions contained in the Declaration.

Section 2. General Restrictions. The Board may, from time to time, without consent of the members, promulgate, modify, or delete use restrictions and rules and regulations applicable to the Sites and the Single-Family Subassociation Properties. This authority shall include, but shall not be limited to, the right to limit the type and size and to set the maximum and minimum speeds of vehicles within the Single-Family Subassociation Area. The Board shall also have the authority to impose all other necessary traffic and parking regulations and to restrict the maximum noise levels of vehicles in the Single-Family Subassociation Area. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, cancelled, or modified in a regular or special meeting by the vote of Owners holding a Majority of the total votes in the Single-Family Subassociation and by the vote of the Declarant, so long as the Declarant has an option unilaterally to subject additional property to this Supplemental Declaration as provided in Article IX hereof.

Section 3. Use of Sites. All Sites shall be used for single-family residential purposes exclusively. No business or business activity shall be carried on or from any Site at any time except with the written approval of the Single-Family Subassociation. Leasing of a Site for residential purposes only shall not be considered a business or business activity. 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.

Section 4. Signs. No sign or any kind shall be erected by an Owner within the Single-Family Subassociation Area without the written consent of the Board and the Development Review Committee. The Board shall have the right to erect reasonable and appropriate signs. The Single-Family Subassociation has determined to install upgraded street signs different from that provided by governmental authorities and the cost of maintenance of such upgraded signage shall be included in the annual budget for Common Assessments.

Section 5. Vehicles. Vehicles shall not be parked on any Single-Family Subassociation Area street, unless a special use permit has been issued for the occasion by the Single-Family Subassociation. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, scooters, trucks, campers, buses, and automobiles.

Section 6. Leasing. Sites may be leased for residential purposes.

Section 7. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted except common household pets, in reasonable number, as determined by the Board; provided, however, those pets which are permitted to roam free, or, in the sole discretion of the Board, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Sites or the owner of any property located adjacent to the Single-Family Subassociation Area may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a Site be confined on a leash. Without prejudice to the Board's right to remove any such household pets, no household pet that has caused damage or

injury may be walked in the Single-Family Subassociation Area.

Section 8. Nuisance. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition of his or her Site. No Site shall be used, in whole or in part, for the storage of any property or thing that will cause such Site to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Site that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any Site, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the Site. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Owners.

Section 9. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkept conditions, shall not be pursued or undertaken in any part of the Single-Family Subassociation Area.

Section 10. Gardens, Basketball Goals, Etc. Ornamental plants and shrubbery (and only ornamental plants and shrubbery) may be planted between the rear of the dwelling and any street line. All other planting may be done only with prior written approval of the Board or in accordance with the guidelines previously established by the Board. No vegetable garden, hammocks, or statuary may be placed, erected, allowed or maintained in the front yard of any Site without the prior written consent of the Board or its designee. Basketball goals may be installed after the type and location has been previously approved in writing by the Board.

Section 11. Site Distance at intersections. All Sites at street intersections shall be so landscaped as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain at the corner of a Sites where this would create a traffic or sight problem.

Section 12. Subdivision of Site. No Site shall be subdivided or its boundary lines changed except with the prior written approval of the Single-Family Subassociation. Declarant, however, hereby expressly reserves the right to replat any Site or Sites. Any such division, boundary line change, or replotting shall not be in violation of the applicable subdivision and zoning regulations.

Section 13. Guns. The use of firearms in the Single-Family Subassociation Area is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and small firearms of all types.

Section 14. Streetscape Tree Planting Program. The Single-Family Subassociation has adopted a program pursuant to which trees and other shrubbery may be planted in the right-of-way of street in the Single-Family Subassociation Area in the area between back of curb and Sites. An Owner, at its sole cost and expense, shall maintain in good condition, and replant if necessary, any trees or shrubbery planted pursuant to such program in the area between that Owner's Site and the back of the curb of any street adjoining that Site. If the Owner fails to comply with the foregoing obligation, the Single-Family Subassociation may, but shall have no obligation to, perform such obligation on behalf of the defaulting Owner and costs and expenses incurred shall be assessed against the defaulting Owner as a Reimbursement Assessment under Article V, Section 5 hereof. The City of Franklin shall have no obligation to maintain, or replant, any trees or shrubbery planted pursuant to such program.

ARTICLE IX

Development And Design Approval

Section 1. As provided in the Declaration, the approval of the Development Review Committee shall be required for any "Improvement to Property" (as defined in Section 10.2 of the Declaration) on any Site in the Single-Family Association Area, 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 of the Master Association or the Development Review Committee because approval in such case or cases is not reasonably required to carry out the purposes of the Declaration and this Supplemental Declaration.

Section 2. Single-Family Design Review Committee.

(a) The Development Review Committee, established pursuant to Article X of the Declaration, hereby establishes and creates "Villages of Reunion Design Review Committee" (the "Design Review Committee"), to act for and on behalf of the Development Review Committee with respect to the promulgation, adoption, administration and enforcement of development guidelines for the Single-Family Subassociation Area.

(b) The Design Review Committee shall consist of three members and, so long as Declarant owns at least ten (10) Sites in the Single-Family Subassociation Area, Declarant shall have the right to appoint such members. Thereafter, the members shall be appointed by the Board of the Single-Family Subassociation.

(c) The Design Review Committee, as a subcommittee of the Development Review Committee, shall function in accordance with and subject to the rules and procedures set forth in Article X of the Declaration for the Development Review Committee.

(d) As of the date of this Supplemental Declaration, the Design Review

Committee, with the written approval of the Development Review Committee, adopted development guidelines for the Single-Family Subassociation Area (the "Development Guidelines"), copies of which are available at the offices of the Single-Family Subassociation. From time to time, the Design Review Committee, with the prior written approval of the Development Review Committee, may amend, modify or promulgate additional guidelines to the Development Guidelines, provided however, any additional guidelines shall not materially and adversely affect the rights of Owners who already have acquired Sites. Moreover, from time to time the Design Review Committee, with the prior written approval of the Development Review Committee, may grant reasonable variances from the strict compliance with the Development Guidelines, when circumstances such as topography, natural obstructions, aesthetic or environmental considerations may require, or when strict application of the Development Guidelines would be unreasonable or unduly harsh under the circumstances.

(e) All Improvements to the Property shall comply with the Declaration, this Supplemental Declaration and the Development Guidelines, as such Development Guidelines are amended, modified and expanded from time to time pursuant to subparagraph (d) above.

ARTICLE X

Condemnation

Whenever all or any part of the Common Property shall be taken (or conveyed in lieu of and under threat of condemnation by the Board, acting on its behalf or on the written direction of all owners of Sites subject to the taking, if any) by any authority having the power of condemnation or eminent domain, the Single-Family Subassociation shall represent the Owners. The award made for such taking shall be payable to the Single-Family Subassociation as trustee for all Owners.

ARTICLE XI

Section 1. Lateral Annexation By Declarant.

(a) As the owner thereof or, if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option from time to time at any time until seven (7) years after the recording of this Supplemental Declaration to subject all or any portion of the real property described in Exhibit "B", attached hereto and by reference made a part hereof to the provisions of this Supplemental Declaration and the jurisdiction of the Single-Family Subassociation by filing for record in the office of the Clerk of the Superior Court of the county in which the property to be annexed is located an Amended Supplemental Declaration in respect to the property being annexed. Any such annexation shall be Effective upon the filing for record of such Amended Supplemental Declaration unless otherwise provided therein. As long as covenants applicable to the real property previously subjected to this