

**WYNBROOKE**  

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**HOMEOWNERS ASSOCIATION**

**Community Restrictions**

## ARCHITECTURAL IMPROVEMENT APPLICATION INSTRUCTIONS

The goal of the Architectural Control Committee is to preserve and protect the property values of every homeowner in the community.

These instructions have been included to assist you in completing the attached application. It is very important that we have all the required information with regard to your project in order to process the request. Incomplete applications will delay your request until the required information is furnished. The ACC meets on a monthly basis.

Please be as descriptive as possible when describing your improvement. The location of the project on your lot with references to all pertinent property lines will be very helpful. Please let us know if you will be doing the work yourself or an outside contractor will be used. Should you elect to have a contractor perform the work, please provide their name. Include the approximate cost for completion of the project or a quote from the outside contractor. Please reference the type, color, size, etc. when describing the materials to be used.

When erecting a fence, please refer to the guidelines in the Covenants, Conditions, and Restrictions for your subdivision. It is extremely important to reference property lines with regard to fences.

Drawings, photographs, or pages from a catalog are needed to assist the ACC in understanding your project.

Please forward the completed application and drawings to:

Wynbrooke Homeowner Association  
Timmons Properties, Inc.  
2200 Hillsboro Road, Suite 200  
Nashville, TN 37212  
Phone: 615-383-1777  
Fax: 615-383-2260

# ARCHITECTURAL IMPROVEMENT APPLICATION

WYNBROOKE HOMEOWNER ASSOCIATION

2200 Hillsboro Road, Suite 200

Nashville, TN 37212

PHONE: 615-383-1777

FAX: 615-383-2260

Property owners: \_\_\_\_\_

Property address: \_\_\_\_\_ LOT# \_\_\_\_\_

Home phone: \_\_\_\_\_ Work phone: \_\_\_\_\_

Describe Proposed Improvement: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Improvements meet codes:    \_\_\_yes    \_\_\_no

Building permit required:    \_\_\_yes    \_\_\_no

If so, have obtained:    \_\_\_yes    \_\_\_no

Contractor licensed:    \_\_\_yes    \_\_\_no

Dimensions: \_\_\_\_\_ (if applicable)

Color: \_\_\_\_\_ (if applicable)    Materials: \_\_\_\_\_

Location: \_\_\_\_\_ (on home / property)

A diagram of all improvements must be attached to the application showing location and dimensions. Please reference property lines when applicable.

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

COPY

✓ R. 35

RECEIVED JUN 30 2000

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

Pamela L. Whitsker, Register  
Sumner County Tennessee  
Rec #: 411649 Instrument 523335  
Rec'd: 84.00 NBK: 77 Pg 413  
State: 0.00 Recorded  
Clerk: 0.00 6/28/2000 at 4:25 PM  
EDP: 2.00 in Record Book  
Total: 86.00  
1126 Pg 353

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR WYNBROOKE  
FOR SECTION I

THIS DECLARATION of Covenants, Conditions and Restrictions (hereinafter referred to as "Declaration") made and published on or as of the date hereinafter set forth, by and between WYNCREST DEVELOPMENT JOINT VENTURE, (hereinafter collectively referred to as "Developer"), and any and all persons, firms, corporations or other entities, hereinafter acquiring any of the within described property.

WITNESSETH:

WHEREAS, Developer is the owner of certain real property located in Sumner County, Tennessee, and desires to create thereon, in phases, a residential development known as Wynbrooke (the "Development") with common area or open spaces for the mutual benefit of the future residents of the Development; and

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

WHEREAS, Developer desires to provide for the preservation of the values and amenities and the desirability and attractiveness of the real property in the Development, and for the continued maintenance and operation of common areas or open spaces; and

WHEREAS, the Developer desires to make provisions concerning the maintenance and ownership of the common areas or open spaces located therein; and

WHEREAS, the Developer has deemed it desirable, for the efficient preservation of the values and amenities in said development, and to fulfill the foregoing objects, purposes and requirements, to create entities to which should be delegated and assigned the powers of maintaining and administering the common areas or open spaces, managing the affairs of the residential development, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has caused, or will cause, to be incorporated under the laws of the State of Tennessee a non-profit corporation having as its members owners of Lots within the Development for the purpose of exercising the aforementioned functions.

NOW, THEREFORE, for and in consideration of the foregoing premises, and the terms, conditions and restrictions hereinafter set forth, the Developer declares that the real property hereinafter described is and shall be held, transferred, sold, conveyed and occupied subject to the following restrictions, covenants, conditions, easements, assessments and liens all of which are to construed as covenants running with the land and which shall be binding on all parties having or acquiring any right, title or interest in the hereafter described property or any part thereof and which shall inure to the benefit of each owner thereof. Every person or other party hereafter acquiring any of the within described property made subject to this Declaration, by acceptance of a deed to any interest in or to said property, shall take such property interest subject to this Declaration and to the terms and conditions hereof, and shall be deemed to have assented to same.

ARTICLE I  
DEFINITIONS

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

Section 1. The "Association" shall mean Wynbrooke Homeowners' Association, a Tennessee not-for-profit corporation, its successors and assigns organized by the Developer for the purpose of owning and maintaining the common Area and which has as its members every Lot Owner subject to assessment as hereinafter provided. The By-laws of the Association are attached hereto as Exhibit C and are incorporated herein by reference. The By-Laws may be amended from time to time as provided for therein.

Section 2. "Common Area" shall mean all real property (including the improvements located thereon or attached thereto) owned and maintained by the Association for the common use and enjoyment of the Lot Owners and designated on any recorded plats or plans of the Property as "Open Space". The Common Area to be owned by the Developer until transfer to the Association is deemed necessary and practical, by the Developer. The Common Area is described more fully on Exhibit B.

Section 3. "Declaration" shall mean this instrument, as the same may be amended from time to time as provided for herein.

Section 4. "Developer" shall mean Wyncrest Development Joint Venture, a Tennessee general partnership, its successors and assigns, provided such successors and assigns are designated in writing by the Developer as a successor or assign of the rights of the Developer as set forth herein.

Section 5. "Lot" shall mean any lot shown on any recorded plats or plans of the Property. The term Lot shall not include Common Area, or dedicated streets and roadways.

Section 6. "Lot Owner" shall mean and record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Unless specifically provided otherwise herein, Developer shall be deemed a Lot Owner so long as it is the legal title holder of any Lot.

Section 7. "Unit" shall mean and refer to a building situated upon any Lot designated and intended for use and occupancy as a residence by a single family.

Section 8. "Plat" shall mean the plat of Wynbrooke, Section One of record in the Register's Office for Sumner County, Tennessee in Plat Book 15 page(s) 191-197 and such other plats as are submitted to this Declaration pursuant to the provisions of Article X hereof.

Section 9. "Property" shall mean the real property submitted to this Declaration and described on Exhibit A attached hereto and incorporated herein by reference, and such other property as may be submitted to this Declaration pursuant to the provisions of Article X hereof. The Property shall not include any public streets and roadways included within a Plat.

ARTICLE II  
PROPERTY SUBJECT TO  
DECLARATION AND SUPPLEMENTAL DECLARATION

Section 1. Property Subject to this Declaration. Developer hereby declares that the Property shall be held, sold and conveyed subject to the easements, restrictions, covenants, and conditions of this Declaration, which are for the purpose of protecting the value and desirability of the Property, and which shall run with the land and binding on and inure to the benefit of all parties having any right, title or interest in the Property or any part thereof, and their heirs, devisees, executors, administrators, successors, and assigns.

ARTICLE III  
GENERAL PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Lot Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to any rights, easements or restrictions reserved, set forth or described herein and to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area:

(b) The right of the Association to suspend the voting rights of the right to use the recreational facilities by a Lot Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) The right of the Developer to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be deemed necessary. The Developer may transfer this right at anytime to the Association. At the time of any of such dedication or transfer, the portion of the Common Area so dedicated or transferred shall no longer be a part of the Common Area and Lot Owners shall thereafter have no greater right in the property so dedicated or transferred than the general public.

(d) The right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area.

(e) The right of the Association to grant such easements and rights-of-way to such utility companies or public agencies or authorities as it may deem necessary for the property servicing and maintenance of the Common Area and the structures in the Development.

(f) The right of Developer, at its sole expense, to relocate, expand, modify, reduce, extend, or construct utility lines, sewers or service connections in order to serve the Property. Provided however, the exercise of such rights shall not interfere with a Lot Owner's use and enjoyment of a Lot nor endanger any improvements located on a Lot.

Section 2. Delegation of Use. Any Lot Owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Lot.

ARTICLE IV  
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Lot Owner who is subject to assessment by the Association as hereinafter provided shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

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

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

Class B. The Class B member shall be the Developer and any assignee of the Developer to whom such rights have been assigned as provided under this Declaration. The Class B member shall be entitled to three (3) votes for each Lot owned including any Lots added pursuant to the provisions of Article X, Section 4 hereof. The Class B membership shall be converted to Class A membership when the developer deems necessary. If the Class B

membership is so converted and the Developer subsequently annexes and submits additional property to this Declaration as permitted under Article X, Section 4 hereof, then the Class B membership shall be reinstated and the Developer, and any assignee of the Developer to whom such rights have been assigned, shall be entitled to three (3) votes for each Lot owned in the Property, including Lots in the additional property so annexed and submitted to this Declaration. Anything to the contrary herein notwithstanding, in all events the Class B membership shall be terminated and finally converted to Class A membership upon the earlier of (i) December 1, 2019 or (ii) any date prior thereto on which the Developer, in its sole discretion, elects to terminate the Class B membership by declaring in a writing submitted to the Association that the Class B membership is terminated and finally converted to Class A membership. Upon conversion of the Class B membership to Class A membership, the Class B members shall be deemed to be a Class A member entitled to one (1) vote for each Lot owned.

ARTICLE V  
COVENANT FOR ASSESSMENTS FOR THE ASSOCIATION

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the Property, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made from the date when due until the same is paid in full or otherwise discharged. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Lot Owner at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title of said person unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Lot Owners, to provide for the maintenance of the common Area (including, but not limited to drainage facilities, lawn maintenance, walkways, landscaping, recreational facilities, etc.), to pay the fees of any management agent the Association may employ to manage the affairs of the Association, and to pay other reasonable and necessary expenses of the Association. An adequate reserve fund for the maintenance, repair, and replacement of items maintained by the Association pursuant to this section shall be established and funded by regular monthly payments rather than by special assessments.

Section 3. Maximum Annual Assessment.

(a) Until January 1 of the year immediately following the conveyance of the first Lot to a Lot Owner, other than Developer, the maximum annual assessment for a Class A lot owner shall be Four Hundred Twenty and No/100 Dollars (\$420.00) per Lot payable in quarterly installments on the first day of each fourth month, starting with January 1<sup>st</sup> of One Hundred and Five and No/100 Dollars (\$105.00) each. The initial amount shall be set by the Developer, as \$20 per month, and shall not exceed the above listed amount. There shall be no annual assessment for a Class B lot Owner other than the responsibility of the Developer to fund any deficit in the operation of the Association provided in Section 10.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot or to a Lot Owner, the maximum annual assessment may be increased each year by the Board of Directors by an amount not to exceed ten percent (10) of the previous year's maximum annual assessment above the maximum assessment for the previous year without a vote of the Association membership.

(c) From and after January 1 of the year immediately following the conveyance of the first Lot to a Lot Owner, the maximum annual assessment may be increased above said percentage only by a vote of two-thirds (2/3) of a combined class of the Association members who are voting in person or by proxy, at a meeting duly called for this purpose.

(d) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

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

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article V shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast thirty percent (30%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than ninety (90) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments Due Dates. The annual assessments provided for herein shall commence as to Lots not owned by the Developer on the first day of the first month following the deed of the first Lot to a Lot Owner. An initial assessment consisting of one or more monthly installments of the year's maximum annual assessment shall be paid at the closing of the purchase of the Lot. As to Lots owned by the Developer, the annual assessments shall commence as to each Lot when the improvements constructed on the Lot are completed and ready for occupancy. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Lot Owner subject thereto. The assessment shall be paid monthly on the first day of each month by every Lot Owner. The assessments shall be collected by the Association and shall be remitted to the Association monthly by the tenth day of each month. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be subject to a late charge in an amount established by the Board of Directors of the Association and shall bear interest from the due date at the maximum rate allowed by applicable law. The Association may bring an action at law against the Lot Owner personally obligated to pay the same, or foreclose the lien against the Lot, and there shall be added to the amount of such assessment the costs, including reasonable attorney's fees, of bringing such action or foreclosure. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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

Section 10. Assessments on Lots: Developer Responsibility to Fund. Anything to the contrary herein notwithstanding, the annual assessments provided for herein shall commence as to each Lot owned by the Developer until the Developer elects to convert to a Class A membership and pay assessments for each Lot owned by the Developer in the same amount and manner as other Class A Lot Owners in a writing submitted to the Association; provided, however, that subsequent to the date of the recording of this Declaration and prior to such time as the

Developer so elects to do otherwise, the Developer shall from time to time fund as a loan any deficit in the operations of the Association in an amount not to exceed the difference between the amount of assessments levied on and payable in respect of all Lots as to which the annual assessments provided for herein shall have commenced and the amount of actual expenditures required to operate the Association during the fiscal year. Provided, However, the Developer will not be obligated to pay any operating fund deficiencies that are due to non-payment of assessments by Class A Lot Owners and nothing contained in this paragraph shall be deemed to relieve or release any Class A Lot Owner from the obligation of that Lot Owner to pay that Lot Owner's share of the assessments for common expenses as and when due. The obligation of the Developer to fund any deficit provided for herein may be satisfied in the form of a cash substitute or by "in kind" contribution of services or materials or a combination of services and materials with Developer or other entities for the payment of some portion of the deficit. All "in kind" contributions of services or materials shall be valued at the reasonable market value of such service or materials. Upon the election of the Developer to pay assessments for each Lot owned by the Developer in the same amount and manner as a Class A Lot Owner, the obligation of the Developer to fund any deficit in the operations of the Association provided for herein shall terminate and be of no further force and effect. Any money loaned to the Association by the Developer to fund deficits on shall be repaid by the Association, together with interest of ten per cent (10%) per annum, in sixty (60) equal monthly installments beginning ninety days after the Developer converts to a Class A Lot Owner, or a lump sum demand repayment at any time.

#### ARTICLE VI ARCHITECTURAL CONTROL

No building, fence, wall, outside antenna, satellite dish or other structure shall be commenced, erected or maintained upon a Lot, nor shall any Lot Owner alter or add to the Unit and the appurtenances to his Lot if such alteration or addition (other than interior decorations) would change the external appearance of the Unit and the appurtenances as installed by the Developer on the Lot, nor shall any Unit be constructed on any Lot other than by the Developer, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same or the exterior paint color thereof, have been submitted to and approved in writing as to harmony of external design, location and color in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three (3) or more representatives appointed by said Board of Directors. Alterations or additions which must be approved as provided herein include, by way of illustration and not limitation, exterior painting (other than ordinary maintenance of existing color), addition of storm windows and doors, moving or altering a privacy fence, changing exterior lighting, building a swimming pool, garage or gazebo, etc.

In the event said Board of Directors, or its designated architectural committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it and the Owner has received a written receipt reflecting such submission to said Board of Directors or architectural committee, approval will not be required and this Article will be deemed to have been fully complied with.

Work done by the Developer on the Property shall not be subject to the provisions of this Article VI.

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#### ARTICLE VII INSURANCE

Section 1. Common Area. The Association shall keep in force and maintain such hazard, public liability, or other insurance as it shall deem necessary relating to the Common Area. The Association may also insure any other property, whether real or personal, owned by it, against such hazards as may be deemed desirable by the Association. Premiums for all insurance carried by the Association shall be part of the expenses covered by the annual assessments of the Association.

Section 2. Lots. Insurance against damage by fire or other casualty to the improvements on any Lot,

liability insurance with respect to occurrences on any Lot, and other insurance relating to each Lot, shall be the responsibility of the individual Lot Owners.

Section 3. Fidelity Bonds. Blanket fidelity bonds will be maintained by the Association for all officers, directors, trustees, and employees of the Association handling, or responsible for, the funds of or administered by the Association. Further, in the event the Association delegates some or all of the responsibility for the handling of funds to a management agent, a blanket fidelity bond will be required for officers, employees, and agents of such management agent handling, or responsible for, the funds of or administered on behalf of the Association.

(a) The total amount of fidelity bond coverage shall be based upon the best judgment of the officers of the Association and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bond be less than a sum equal to three (3) month's aggregate assessment on all Lots plus reserve funds.

(b) All such fidelity bonds shall:

- (i) Name the Association as an obligee;
- (ii) Contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions; and
- (iii) Shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association.

(c) Premiums on all such fidelity bonds (except premiums on fidelity bonds maintained by a management agent for its officers, employees, and agents) shall be paid by the Association as a common expense.

Section 4. Other Insurance. The Association may also obtain such other insurance as the Board of Directors deems desirable, in such amounts, from such sources and in such forms as it seems desirable, insuring the Common Area owned and maintained by the Association and insuring each member of any committee appointed pursuant to the Bylaws of the Association, from liability arising from the fact that said person is or was a director or officer of the Association, or a member of such a committee. The premiums for such insurance and bonds shall be a common expense of the Association.

Unpaid Officers and Directors of the Association shall not be liable to any Lot Owner for any act or omission unless the act or omission constitutes gross negligence or willful misconduct. If an unpaid Director or Officer of any of the Associations prevails in any legal action brought against him in his official capacity by a Lot Owner, that Lot Owner shall pay the Director or Officer all his reasonable legal fees.

#### ARTICLE VIII NOTICES TO MORTGAGEES, ETC.

Upon written request to the Association identifying the name and address of the holder, insurer, or guarantor of any deed of trust lien on the Property, or a Lot located therein, and, in the case of a Lot, the Lot number or address, any such lien holder or eligible insurer or guarantor shall be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Property or a Lot located therein on which there is a first deed of trust lien held, insured, or guaranteed by such eligible deed of trust lien holder or eligible insurer or guarantor, as applicable;

(b) Any delinquency in the payment of assessments or charges owed by an Owner subject to a first deed of trust lien held, insured, or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days;

# WYNBROOKE

(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action which would require the consent of a specified percentage of deed of trust lien holders.

## ARTICLE IX EASEMENTS AND RESTRICTIONS

Section 1. Easements. In addition to, and without limitation of, any other easements or rights reserved elsewhere in this Declaration, the following rights and easements are hereby reserved:

1. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on any Plat and as otherwise shown by the public records. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Lot Owner, except for those improvements for which a public authority or utility company is responsible.

2. Easements are reserved as shown on any plat and as otherwise shown by the public records for the purpose of permitting underground wires or cables of public utilities, such as electric, telephone, telegraphis, cable television, etc.

3. Each Lot Owner shall grant such easements upon his Lot as are necessary to serve the Property for water, sewer, telephone, gas, electricity and other utilities, and the erection and maintenance of the necessary poles and other equipment, wires and conduits, sewer and water lines, on, above or below any Lot; provided, however, no Lot Owner shall be required to grant any easement which would interfere with the use and enjoyment of his Lot or Unit and any easement granted hereby shall impose on the grantee of said easement the obligation to (a) maintain said easement so that the use thereof will not interfere with the use and enjoyment of any Lot or Unit and (b) repair and resort that portion of any Lot upon which the easement is located to its original condition or as near as possible to its original condition.

4. Until completion of Developer's intended development of the Property, an easement is reserved to the Developer for ingress and egress generally across the Property, including any Lot, at reasonable places, for the purpose of completing Developer's intended development of the Property, provided that said easement shall be reasonable and shall not interfere with the construction of improvements on a Lot nor the use and enjoyment of a Lot by a Lot Owner.

5. Until completion of Developer's intended development of the Property, an easement is reserved to the Developer to enter the Common Area and to maintain thereon such facilities and perform such operations as in the sole opinion of the Developer may be reasonably required, convenient or incidental to the intended development of the Property by the Developer, including without limitation, a business office, sales office, storage area, construction yards, signs and model units.

6. An easement is granted and reserved to the Association, its officers, agents, employees, including employees of any management company having a contract with the Association, over and upon the Common Area to perform the duties of maintenance and repair of the Common Area, to maintain any utilities for which an easement has been granted, and to prevent damage to the Common Area or any Lot or Unit situated thereon.

7. In accordance with the specifications of the governmental body or agency having jurisdiction over the construction of public roads, the right is expressly reserved to the Developer, to construct all streets, roads, alleys, or other public ways as now, or hereafter, may be shown on any Plat at such grades or elevations as Developer, in its sole discretion, may deem proper, and for the purpose of constructing such streets, roads, alleys or public ways, Developer additionally shall have an easement, not exceeding ten (10) feet in width, upon and along each adjoining

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Lot, for the construction of proper bank slopes and no Lot Owner shall have any right of action of claim for damages against any one on account of the grade or elevation at which such road, street, alley or public way may hereafter be constructed, or on account of the bank slopes constructed within the limits of the said ten (10) foot easement.

8. The Developer reserves the right to build any recreation facilities (to be determined solely by Developer) upon any Common Areas and any Common Areas amended pursuant to Article X, Section 4. Said facilities shall become the property of the Association. The Developer reserves all rights of ingress and egress onto said Common Areas as may be necessary to construct said facilities.

9. Each Lot and any Common Area shall be subject to, and there is hereby reserved, an easement for encroachments created by construction, settling, shifting, engineering errors or overhangs for all buildings or other improvements constructed by the Developer, its agent, contractors employees and any maintenance, repair, correction or alteration of the same.

10. The right of the Developer to subject the Common Area to such easements for access, ingress, egress and utilities as may be necessary, or as may be required by any governmental body or agency having jurisdiction over the Property, to sewer other phases or subphases of the Development.

11. If access, ingress or egress to or from any Lot is necessary through any Common Area, an easement across the Common Area at reasonable places is reserved to the Lot Owner for the purpose of access, ingress or egress to or from the lot in question.

Section 2. Restrictions on Use and Occupancy. The following use and occupancy restrictions are made a part of this Declaration and shall be binding upon all Lot Owners.

1. Land Use and Building Type. No Lot shall be used except for residential purposes; provided, however, this shall not preclude the temporary use of a Unit by the Developer for a showcase model home, a temporary real estate sales office, or a construction office.

All Units shall have full masonry foundations, and no exposed block shall be visible above grade. All Units shall have a minimum of 50% brick, masonry, or dryvit veneer.

2. Nuisances. No noxious or offensive activity shall be carried on upon or in any Lot, or any of the Property, or any public streets shown on any plat, nor shall anything be done thereon which may be or may become an annoyance or nuisance.

3. Temporary and Incomplete Structures. No temporary structure of incomplete structure may be used on the Property at any time temporarily or permanently as a residence. Specifically, no tent, shack, outbuilding, barn, camper, mobile home, motor home, basement, or dwelling not substantially completed may be used; provided, however, that this shall not serve to prohibit the Developer from maintaining a temporary structure for the purposes of a sales and/or construction office during the period of the development and construction of the Property.

4. Signs. Except for signs provided by the Developer, no signs of any kind shall be displayed to the public view on any Lot except professionally lettered builder's or Realtor's signs in good taste and not exceeding 24" x 32" in size for the express purpose of real estate sales of said lot.

5. Livestock, Poultry and Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided they are confined to the Lots of their owners by lease or fence; and further provided that they are not kept, bred, or maintained for any commercial purpose and are not kept in such numbers as to become a nuisance.

6. Garbage and Refuse Disposal. No Lot, nor the Common Area, shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be concealed underground or screened from the view of neighbors or the public.

# Wynbrooke

7. Clothes Lines. No clothes lines will be permitted regardless if completely hidden.
8. Vehicles. Junk vehicles, inoperable vehicles, unlicensed vehicles not for immediate use or vehicles of any kind and disrepair may not be kept or parked on the property or any public street. Moreover, no Lot Owner shall permit any motor vehicles (operable or inoperable) owned by such Lot Owner or by any person occupying his Lot or Unit or by any person on his Lot as guest or invitee to remain parked on the public streets for more than forty-eight (48) hours. Vehicles may not be assembled, disassembled or serviced on the Property or any public street unless completely hidden from public view. No mobile home, bus, truck of over one ton, tractor/trailer rig, (separate or in combination) or house trailer may be parked or stored on the Property or any public street, except for vehicles and equipment necessary for and being used in the development and construction of the Property, together with the improvements thereto and located thereon, and the streets and roadways serving the Property. No boat, trailer, camper or recreational vehicle shall be kept, stored or parked on the Property or any public street for more than forty-eight (48) hours.
9. Water Supply, Sewage Disposal. No Unit on any Lot shall be occupied and used unless the same be connected with, and served with, water and sewerage from the water and sanitary sewer supply mains, if any, provided on the Property or septic tank facilities have been installed on the Lot with capacity sufficient to serve the Unit.
10. Fences. No fence shall be constructed or erected on any Lot unless the design, location and building material thereof has been approved prior thereto by the Architectural Control Committee in writing. No fence constructed or erected on any Lot shall extend forward of the front line of the Unit on said Lot. And, no fence will be constructed without using suitable building materials. No wire or chain link fences will be allowed.
11. Sight Distance at Intersection. On corner Lots adjoining two streets, no fence, wall, hedge, planting, or structure between a height of 2 1/2 feet and 10 feet above the centerline grades of the intersecting streets shall be erected, placed, or maintained within the triangular area formed by the Lot lines abutting such streets and a straight line joining such Lot lines at points that are 10 feet distant from the intersection thereof as measured thereon. In the case of a rounded corner at intersecting streets, such measurement shall be made from the point of intersection of the tangents of the curve constituting the rounding.
- On any Lot having a driveway, no fence, wall, hedge, planting, or structure between a height of 2 1/2 feet and 10 feet above the centerline grades of the adjoining street and the driveway shall be erected, placed, or maintained within the triangular area formed by the Lot line abutting the adjoining street and the driveway and a straight line joining such Lot line and driveway at points that are 10 feet distant from the point of intersection thereof as measured thereon. In the case of a rounded corner at the intersection of street and driveway, such measurement shall be made from the point of intersection of the tangents of the curve constituting the rounding.
12. Construction Within Roadways. It shall be obligatory upon all Lot Owners to construct or place any driveways, culverts, or other structures, or grading which are within the limits of any dedicated roadways, in strict accordance with the specifications therefore, as set forth on any Plat, in order that the roads or streets, which may be affected by such placement, or construction may not be disqualified for acceptance into the road system of the governmental body or agency having jurisdiction over the construction of public roads. Any driveway culverts must have masonry headwalls on open ends.
13. Lot Maintenance. In the event any Lot Owner shall fail to maintain his Lot and the improvements situated thereon in a manner consistent with the provisions of this Declaration or of the Bylaws, the Association, after approval by a vote of 2/3 of its Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the Unit and any other improvements erected thereon in accordance with the provisions of this Declaration or the Bylaws. The cost of such repair, maintenance or restoration shall be added to and become a part of the assessment to which the Lot is subject.



14. Minimum Floor Areas.

- (i) The ground floor area of a one story house shall be a minimum of 1,350 square feet, exclusive of the garage.
- (ii) The ground floor area of a one and one-half story house shall be a minimum of 1000 square feet, exclusive of the garage, and the total floor area shall be a minimum of 1,500 square feet, exclusive of the garage.
- (iii) The ground floor area of a two story house shall be a minimum of 1,000 square feet, exclusive of the garage, and the total floor area shall be a minimum of 1,500 square feet, exclusive of garage.
- (iv) Any other type home shall be a minimum of 1,400 square feet, exclusive of the garage.
- (v) A full basement house shall have 1,100 square feet on main floor, 600 square feet on second floor, for a total minimum of 1,700 square feet and include a 2-car garage. Unfinished basement areas, (not including split level), garage and open porches are not included in computing floor area.
- (vi) Any plan or special structure may be approved by the Developer at any time at his sole discretion.
- (vii) All homes shall have a minimum of a 2 car garage.
- (viii) Unfinished basement areas, (not including split level), garage and open porches are not included in computing floor area.

ARTICLE X  
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Lot Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, or by any Lot Owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of those Owners then owning the Lots has been recorded prior to the expiration of said 30-year period or any said 10-year period, as the case may be, agreeing to terminate said covenants or to modify said covenants in whole or in part for the next 10-year period. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded.

Section 4. Annexation.

(a) Additional residential property and open area may be annexed to the Property with the consent of two-thirds (2/3) of each class of members of the Association.

(b) Notwithstanding paragraph (a) of this Section 4, additional (the "Annexation Land") land (including any presently developed Lots as well as undeveloped Lots and additional Common Area to be determined by the Developer) within the area shown and described in Exhibit D attached hereto may be annexed by the Developer and submitted to this Declaration without the consent of the members of the Association within ten (10)

years of the date of this Declaration, provided that the Federal Housing Administration and/or the Veteran's Administration ("FHA/VA") (FHA) determines that the annexation is in accord with the general plan of the Development heretofore approved by it. The general plan is a Planned Unit Development (PUD). Any property so annexed shall become bound by this Declaration upon the recording of a Plat for the section of the Development coupled with a statement of intent by the Developer to subject the property shown in the new Plat to the provisions of this Declaration. Any additional Common Area so annexed which the Developer conveys or dedicates to the Association shall be accepted by the Association and thereafter shall be owned and maintained by the Association in accordance with this Declaration. Developer makes no assurances that any or all of the area shown and described on Exhibit D will be added to the PUD created by this Declaration. In the event that Developer shall not add all or any portion of the area shown and described on Exhibit D to the PUD created by this Declaration, as to such area the Developer shall have, and does hereby reserve for itself and any future owners of such property, the right to construct and improvements it describes on said property and to use and operate said property in any manner it deems desirable, without restriction, it not being the intent of this paragraph to in any way restrict Developer's right to sue or development in any manner or for any purposes, convey, lease, encumber or otherwise deal with all or any portion of the area shown and described on Exhibit D not submitted to this Declaration.

Section 5. FHA Approval. As long as there is a Class B membership, the following action will require the prior approval of the Federal Housing Administration: annexation of additional properties, and dedication of open area beyond the Annexation Land, and amendment of this Declaration of Covenants, Conditions and Restrictions.

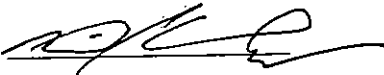
Section 6. Sumner County Governmental Restrictions. Anything herein to the contrary notwithstanding, the Association shall not be dissolved nor shall it dispose of all or any portion of the Common Area, by sale or otherwise (except to an organization conceived and established to own and maintain the Common Area), without first offering to dedicate the same to the Hendersonville Planning Commission Sumner County, Tennessee, and said dedication be approved by the Hendersonville Planning Commission. Provided, however, the conditions of any transfer shall conform to the final master development plan of the Property as adopted by the Hendersonville Planning Commission.

In the event the Association or its successor shall at any time fail to maintain the Common Area in reasonable order and condition in accordance with the adopted master development plan, the Zoning Administrator of the Hendersonville Planning Commission of Sumner County, Tennessee, may serve written notice upon the Association and/or the members and hold a public hearing. After thirty (30) days when deficiencies of maintenance are not corrected, the Zoning Administrator shall call upon any public or private agency to maintain the Common Area for a period of one year. When the Zoning Administrator determines that the organization is not prepared for the maintenance for the Common Area, such agency shall continue maintenance for yearly periods.

The cost of such maintenance by such agency shall be assessed against the Lot Owners proportionately and shall become a lien on the Property. Provided, however, said lien shall be subordinate to the lien of any first mortgage or deed of trust. However, the sale or transfer of any Lot pursuant to any mortgage or deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer.

IN WITNESS WHEREOF, the undersigned being the Developer herein, have hereunto set their hands this \_\_\_\_ day of \_\_\_\_, 2000

WYNCREST DEVELOPMENT JOINT VENTURE

By: 

Partner

STATE OF TENNESSEE)  
COUNTY SUMNER)

Before me, Patsy Litchford of the state and county aforementioned, personally appeared David Lueckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the president (or other officer authorized to execute the instrument) on behalf of WYNCREST DEVELOPMENT JOINT VENTURE, the within named bargainer, a corporation, and that he as such president, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as president.

WITNESS my hand and seal, at office in Hville, this 26 day of June, 2000.

Patsy Litchford  
Notary Public

My commission expires: 6-15-2004



Legal Description  
For  
Wyncrest Development Joint Venture  
Wynbrooke Subdivision Phase 1 & 1A

Property located in the 5<sup>th</sup> Civil District of Sumner County, Tennessee and being described according to a survey by J. Bruce Rainey, Surveyor # 823, dated April 5, 1999 and known as Job No. 970194, as follows:

Beginning at an iron pin in the easterly margin of Saundersville Road, said pin being the Southwest corner of the property conveyed to Harold Jenkins and Gail Pigg, Trustees, by deed of record in Deed Book 524, Page 391, R.O.S.C. TN. Thence from said point of beginning S83 degrees 06' 02" E - 999.42' to an iron pin; thence N 07 degrees 59' 18" E - 521.08' to a point in a creek; thence with a creek the following calls:

N82 degrees 25' 12" E - 46.82' to a point; thence  
N 28 degrees 59' 37" E - 62.01' to a point; thence  
N 28 degrees 44' 08" W - 57.81' to a point; thence  
N 48 degrees 34' 43" E - 92.82' to a point; thence  
S 46 degrees 14' 54" E - 130.28' to a point; thence  
N 55 degrees 09' 20" E - 364.11' to a point; thence  
S 89 degrees 35' 47" E - 59.31' to a point; thence  
N 23 degrees 22' 25" E - 89.76' to a point; thence  
N 83 degrees 25' 27" E - 71.60' to a point; thence  
S 27 degrees 14' 27" E - 76.83' to a point; thence  
N 39 degrees 31' 43" E - 196.51' to a point; thence leaving the creek with a new line severing

The property of which this a part, the following calls:

S 11 degrees 41' 58" W - 207.16' to an iron pin; thence  
S 62 degrees 59' 29" E - 171.75' to an iron pin; thence  
N 76 degrees 19' 30" E - 65.05' to an iron pin; thence  
S 64 degrees 47' 17" E - 112.00' to an iron pin; thence  
S 76 degrees 06' 11" E - 38.85' to an iron pin; thence  
S 47 degrees 51' 35" E - 195.30' to an iron pin; thence  
S 07 degrees 22' 09" W - 217.13' to an iron pin; thence  
S 12 degrees 03' 48" E - 102.28' to an iron pin; thence  
S 56 degrees 45' 34" E - 61.44' to an iron pin; thence  
S 33 degrees 14' 47" W - 157.15' to an iron pin; thence  
S 65 degrees 44' 44" W - 58.18' to an iron pin; thence  
S 34 degrees 00' 04" W - 222.25' to an iron pin; thence  
S 45 degrees 57' 16" E - 52.85' to an iron pin at the Northwest corner of the property conveyed to Rogers Group, Inc. by deed of record in Record Book 567, Page 93, R.O.S.C. TN.; thence with said line S 03 degrees 20' 51" W - 450.00' to an iron pin at the Northeast corner of the property conveyed to Lori Comer Doramus by deed of record in Deed Book 543, Page 676, R.O.S.C., TN.; thence with the northerly line of Doramus the following calls:  
N 82 degrees 52' 27" W - 500.00' to an iron pin; thence  
N 52 degrees 52' 27" W - 500.00' to an iron pin; thence  
S 74 degrees 16' 36" W - 848.90' to an iron pin at the Northeast corner of the Lonnie Campbell property of record in Book 409, Page 65, R.O.S.C., TN.; thence with Campbell's line N 85 degrees 27' 44" W - 470.44' to an iron pin in the easterly margin of Saundersville Road; thence with said margin, 30 feet from centerline: N 01 degrees 37' 03" E - 554.70' to an iron pin; thence N 02 degrees 19' 44" E - 50.32' to the point of beginning, containing 47.12 acres, more or less.

Being a portion of the same property conveyed to Wyncrest Development Joint Venture by deed of record in R.B. 762, Pg. 769 and R.B. 908, Pg. 842, R.O.S.C., TN.

EXHIBIT "C"  
BY-LAWS  
OF  
WYNBROOKE HOMEOWNERS ASSOCIATION

ARTICLE I  
DEFINITIONS

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

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

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

Section 3. "Declaration" shall mean the instrument headed "Declaration of Covenants, Conditions and Restrictions" recorded simultaneously herewith in the Register's Office for Sumner County, Tennessee, as hereafter amended.

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

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

Section 6. "Common Area" shall have the meaning given it in the Declaration.

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

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

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

Section 10. "Property" shall have the meaning given it in the Declaration.

ARTICLE II

NAME AND LOCATION

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

ARTICLE II

MEETINGS AND MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held within fifteen days of the anniversary of the first regular annual meeting each year thereafter, at the hour of 6:00 p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same

hour on the first day following which is not a legal holiday.

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

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the discretion of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote at the meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, thirty percent (30%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Charter, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

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

#### ARTICLE IV BOARD OF DIRECTORS

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

Section 2. Term of Office. Shall be until the developer relinquishes his (4) seats and the remaining (3) seats shall be elected on a yearly basis until the developer relinquishes his seats.

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

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

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

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors.

Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V  
NOMINATION AND ELECTION OF DIRECTORS

Section 1.        Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nomination may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman who shall be a member of the Board of Directors and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

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

ARTICLE VI  
MEETING OF DIRECTORS

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

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

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

ARTICLE VII  
POWERS AND DUTIES

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

(a)        Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b)        Suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c)        Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Charter or the Declaration;

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

(e)        Employ a manager, an independent contractor, or such other employees as they deem

necessary, and to prescribe their duties.

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

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

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

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

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

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

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

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

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

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as required by the Declaration;

(g) Cause the Common Area to be maintained.

#### ARTICLE VIII OFFICERS AND THEIR DUTIES

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

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

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

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

Section 5.      Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified

therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

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

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

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

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

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

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

#### ARTICLE IV COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

#### ARTICLE X BOOKS AND RECORDS

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

#### ARTICLE XI ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall be subject to a late charge in an amount established by the Board of Directors and shall bear interest from the date of delinquency at the maximum rate allowed by applicable law. The Association may bring an action at law against the Lot Owner personally obligated to pay the same or foreclose the lien against the Lot, and interest, costs, and reasonable attorney's fees of any such action shall be added to the

amount of such assessment. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XII  
AMENDMENTS

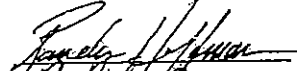

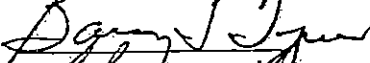
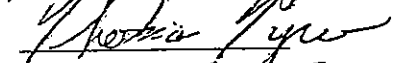

Section 1. These bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person, or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

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

ARTICLE XIII  
MISCELLANEOUS

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

IN WITNESS WHEREOF, we, being all of the directors of Wynbrooke Homeowners Association, have hereunto set our hands this 26 day of June, 2000.

	_____
	_____
	_____
	_____
	_____

CERTIFICATE

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of Wybrooke Homeowners Association, a Tennessee not-for-profit corporation, and,

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the \_\_\_\_ day of \_\_\_\_\_, 2000 .

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 26<sup>th</sup> day of JUNE, 2000.

  
SECRETARY

9:40

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

Pamela L. Whitaker, Register  
Sumner County Tennessee  
Rec #: 468858 Instrument 580544  
Rec'd: 20.00 NBK: 85 Pg 234  
State: 0.00 Recorded  
Clerk: 0.00 11/14/2001 at 9:40 am  
EDP: 2.00 in Record Book  
Total: 22.00  
1365 Pg 30

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WYNBROOKE FOR SECTION I (PHASE 1) AND  
WYNBROOKE, SECTION II (PHASE 2)  
(including subsection of additional land)**

THIS AMENDMENT TO DECLARATION, made on or as of the date hereinafter set forth by Wyncrest Development Joint Venture, Southeastern Building Corporation and Tyree's General Contractors, LLC (hereinafter "Declarant");

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Wynbrooke for Section I of record in Record Book 1126, page 353, Register's Office for Sumner County, Tennessee ( the "Declaration"), Declarant imposed upon the Property certain covenants, conditions and restrictions; and

WHEREAS, Declarant desires to modify certain terms and provisions of the Declaration and hereby adopts this Amendment to the Declaration of Covenants, Conditions and Restrictions for Wynbrooke for Section I.

**WITNESSETH:**

1. Declarant hereby declares that the tracts or parcels of land located in Sumner County, Tennessee, being known as Lots 101 through 150, Wynbrooke, Phase 2, which appears of record in Plat Book 20, pages 10, 11, 12, 13 and 14, Register's Office for Sumner County, Tennessee, (the "Property") are hereby, and shall be by this Instrument, annexed to, and shall be held, transferred, sold and conveyed subject to the Declaration, as hereby and hereafter amended. The Property shall be subject to all of the terms, covenants, requirements and conditions of the Declaration, the provisions of which are hereby specifically incorporated by reference, and all references therein to any property included within the Declaration shall be deemed to include and encompass the Property.

2. Any and all references in the Declaration of Covenants, Conditions and Restrictions, or in any other document, to Wynbrooke, Section I, Section One, Section II and/or Section Two shall be deemed to refer to Wynbrooke, Phase 1 and/or Phase 2.

3. All references in the Declaration of Covenants, Conditions and Restrictions to Federal Housing Administration shall be deemed to include HUD/VA.

*Ref: Hallmark Title*

4. Article III, Section 1, (Declaration) is hereby amended by adding the following language at the end of such section:

- (g) The Common Area cannot be mortgaged or conveyed without the consent of at least 2/3 of the lot owners (excluding the developer).

5. The last two sentences of Article IV, Section 2, (Declaration) are hereby deleted in their entirety, and following is substituted therefor:

Anything to the contrary notwithstanding, in all events the Class B membership shall be terminated and finally converted to Class A membership upon the earlier of the following:

- (i) 75% of the Lots are deeded to homeowners
- (ii) December 1, 2019.

Upon conversion of the Class B membership to Class A membership, the Class B members shall be deemed to be a Class A member entitled to one (1) vote for each Lot owned.

6. Article XII, Section 1, (By-Laws) is hereby deleted in its entirety, and the following is substituted therefor:

These bylaws may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded.

7. Article I, Section 8, (Declaration) is hereby deleted in its entirety, and the following is substituted therefor:


"Plat" shall mean the plat of Wynbrooke, Section One of record in the Register's Office for Sumner County, Tennessee, in Plat Book 18, pages 162-169, and such other plats as are submitted to this Declaration pursuant to the provisions of Article X hereof.

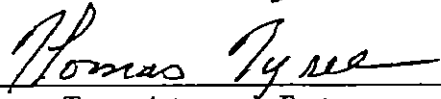
Declarant does hereby ratify the provisions of the instrument as amended hereby, and further declare their intention that those portions of the referenced document which are not specifically or necessarily amended by this instrument shall remain as written.

David Luckey and Thomas Tyree executed this instrument on behalf of Wyncrest Development Joint Venture pursuant to a Specific Power of Attorney of record in Book 536, page 462, Book 653, page 112 and Book 1081, page 179, Register's Office for Sumner County, Tennessee.

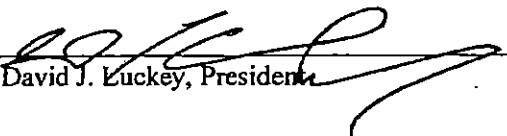
IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 25th day of October, 2001.

**WYNCREST DEVELOPMENT JOINT VENTURE**

By:   
David Luckey, Attorney in Fact

By:   
Thomas Tyree, Attorney in Fact

**SOUTHEASTERN BUILDING CORPORATION**

By:   
David J. Luckey, President


**TYREE'S GENERAL CONTRACTORS, LLC**

By:   
Thomas Tyree, Chief Manager

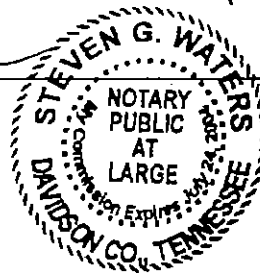
STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the said County and State, personally appeared DAVID LUCKEY, whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon his oath, acknowledged that he executed the within instrument on behalf of Wyncrest Development Joint Venture as Attorney in Fact as the free act and deed of the within named Wyncrest Development Joint Venture.

Witness my hand this 25th day of October, 2001.

  
Notary Public

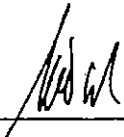
My Commission Expires:



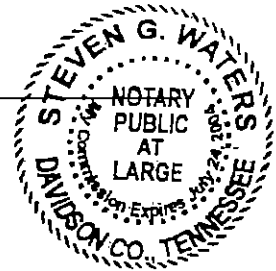
STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the said County and State, personally appeared THOMAS TYREE, whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon his oath, acknowledged that he executed the within instrument on behalf of Wyncrest Development Joint Venture as Attorney in Fact as the free act and deed of the within named Wyncrest Development Joint Venture.

Witness my hand this 25th day of October, 2001.

  
\_\_\_\_\_  
Notary Public


My Commission Expires:



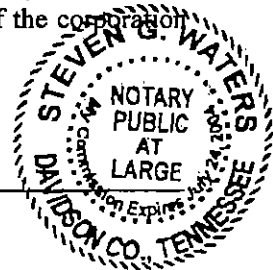
STATE OF TENNESSEE  
COUNTY OF DAVIDSON

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

Witness my hand this 25th day of October, 2001.

  
\_\_\_\_\_  
Notary Public

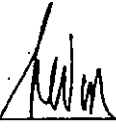
My Commission Expires:



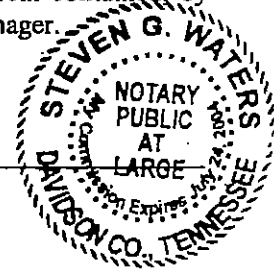
STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Thomas Tyree, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be Chief Manager of Tyree's General Contractors, LLC, the within named bargainer, a 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 Chief Manager.

Witness my hand this 25th day of October, 2001.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:





3:16

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

Faigela L. Whitaker, Register  
Sumner County Tennessee  
Rec #: 563725 Instrument 480306  
Rec'd: 15.00 NBk: 99 Pg 179  
State: 0.00 Recorded  
Clerk: 0.00 11/10/2003 at 3:16 PM  
EDP: 2.00 in Record Book  
Total: 17.00  
1890 Pg 150

**SECOND AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WYNBROOKE FOR SECTION I (PHASE 1),  
WYNBROOKE, SECTION II (PHASE 2) AND  
WYNBROOKE, PHASE 3  
(including subsection of additional land)**

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

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Wynbrooke for Section I of record in Record Book 1126, page 353, as Amended by Instrument of record in Record Book 1365, page 30, Register's Office for Sumner County, Tennessee (the "Declaration"), Declarant imposed upon the Property certain covenants, conditions and restrictions; and

WHEREAS, Declarant desires to modify certain terms and provisions of the Declaration and hereby adopts this Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Wynbrooke, Phases 1, 2 and 3.

WITNESSETH:

1. Declarant hereby declares that the tracts or parcels of land located in Sumner County, Tennessee, being known as lots shown on the Final Plat, Wynbrooke, Phase 3, which appears of record in Plat Book 21, pages 119, 120, 121 and 122, Register's Office for Sumner County, Tennessee, (the "Property") are hereby, and shall be by this Instrument, annexed to, and shall be held, transferred, sold and conveyed subject to the Declaration, as hereby and hereafter amended. The Property shall be subject to all of the terms, covenants, requirements and conditions of the Declaration, the provisions of which are hereby specifically incorporated by reference, and all references therein to any property included within the Declaration shall be deemed to include and encompass the Property.

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

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

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

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 9th day of October, 2003.

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

**WYNCREST DEVELOPMENT JOINT VENTURE**

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

By: *[Signature]*  
David J. Luckey, President

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

By: *[Signature]*  
David J. Luckey, Partner

STATE OF TENNESSEE  
COUNTY OF SUMNER

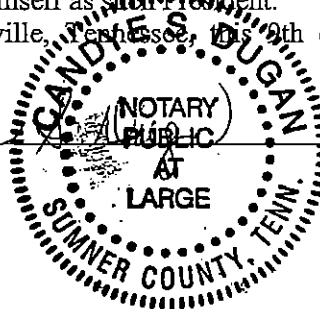
Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David J. Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be President of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

Witness my hand and seal at office in Hendersonville, Tennessee, this 9th day of October, 2003.

My Commission Expires:

*Sept 17, 2007*

*Candy*  
Notary Public



STATE OF TENNESSEE  
COUNTY OF SUMNER

Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David J. Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be Partner of Southeastern Residential Development, the within named

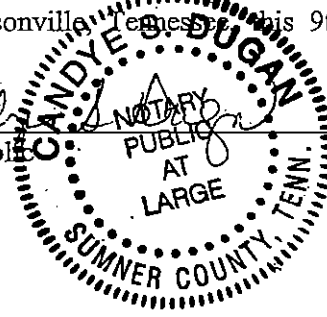
bargainor, a general partnership, joint venturer of Wyncrest Development Joint Venture, and that he as such Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as such Partner.

Witness my hand and seal at office in Hendersonville, Tennessee, this 9th day of October, 2003.

My Commission Expires:

Sept. 17, 2007

*Candye S. Dugan*  
Notary Public



A circular notary seal for Candye S. Dugan, Notary Public at Large, Sumner County, Tenn. The seal is stamped over the signature and the words "Notary Public".

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

9.45  
Famela L. Whitaker, Register  
Sumner County Tennessee  
Rec #: 571023 Instrument 690212  
Rec'd: 15.00 NBK: 100 Pg 338  
State: 0.00 Recorded  
Clerk: 0.00 2/6/2004 at 9:45 am  
EDP: 2.00 in Record Book  
Total: 17.00  
1940 Pg 581

**THIRD AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR WYNBROOKE, PHASES 1, 2 AND 3**

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

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Wynbrooke for Section I of record in Record Book 1126, page 353, as amended by instruments of record in Record Book 1365, page 30, and Record Book 1890, page 150, Register's Office for Sumner County, Tennessee (the "Declaration"), Declarant imposed upon the Property certain covenants, conditions and restrictions; and

WHEREAS, Declarant desires to modify certain terms and provisions of the Declaration and hereby adopts this Amendment to Declaration of Covenants, Conditions and Restrictions for Wynbrooke, Phases 1, 2 and 3.

WITNESSETH:

1. Article V, Section 7, (Declaration) is modified by deleting the third sentence containing provision for assessments as to Lots owned by the Developer.
2. Article V, Section 10, (Declaration), is modified by deleting the first sentence and the following is substituted therefor:

Assessments on Lots; Developer Responsibility to Fund. Anything to the contrary notwithstanding, the annual assessments provided for herein shall not commence as to each Lot owned by the Developer unless and until the Developer elects to pay assessments for each Lot owned by the Developer in the same amount and manner as other Lot Owners in a writing submitted to the Association; provided, however, that subsequent to the date of the recording of this Declaration and prior to such time as the Developer so elects to do otherwise, the Developer shall from time to time fund any deficit in the operations of the Association in an amount not to exceed the difference between the amount of assessments levied on and payable in respect of all Lots as to which the annual assessments provided for herein shall have commenced and the amount of actual expenditures required to operate the Association during the fiscal year.


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

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 26th day of January, 2004.

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

**WYNCREST DEVELOPMENT JOINT VENTURE**

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

By:   
David J. Luckey, President

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

By:   
David J. Luckey, Partner

STATE OF TENNESSEE  
COUNTY OF SUMNER

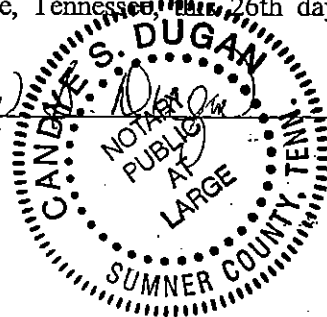
Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David J. Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be President of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

Witness my hand and seal at office in Hendersonville, Tennessee, this 26th day of January, 2004.

My Commission Expires:

September 17, 2007

  
Notary Public



STATE OF TENNESSEE  
COUNTY OF SUMNER

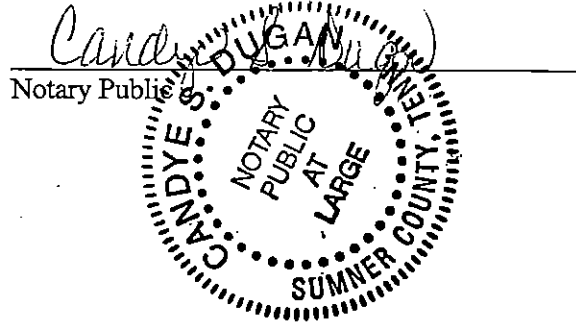
Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David J. Luckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be Partner of Southeastern Residential Development, the within named

bargainor, a general partnership, joint venturer of Wyncrest Development Joint Venture, and that he as such Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as such Partner.

Witness my hand and seal at office in Hendersonville, Tennessee, this 26th day of January, 2004.

My Commission Expires:

September 17, 2007



1 2 3 4 5 6 7 8 9 10 11 12

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

Pamela L. Whitaker, Register  
Sumner County Tennessee  
Rec #: 571023 Instrument 690213  
Rec'd: 20.00 NBK: 100 Ps 338  
State: 0.00 Recorded  
Clerk: 0.00 2/6/2004 at 9:45 am  
EDF: 2.00 in Record Book  
Total: 22.00  
1940 Ps 584

### AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WYNBROOKE, PHASE 3

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

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Wynbrooke of record in Record Book 1126, page 353, as amended by Instrument of record in Record Book 1365, page 30, Register's Office for Sumner County, Tennessee, as further amended and made applicable to Phase 3 by instrument of record in Record Book 1890, page 150, and as further amended by Instrument of record in Record Book 1940, page 581, Register's Office for Sumner County, Tennessee (the "Declaration"), Declarant imposed upon the Property certain covenants, conditions and restrictions; and

WHEREAS, Declarant desires to modify certain terms and provisions of the Declaration and hereby adopts this Amendment to the Declaration of Covenants, Conditions and Restrictions for Wynbrooke, Phase 3.

#### WITNESSETH:

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

1. Land Use and Building Type. No Lot shall be used except for residential purposes; provided, however, this shall not preclude the temporary use of a Unit by the Developer for a showcase model home, a temporary real estate sales office, or a construction office.

All Units shall have full masonry foundations, and no exposed block shall be visible above grade. All Units shall have a minimum of 70% Brick, masonry, or dryvit veneer. This should be primarily on the front and both sides.

2. Article IX, Section 2, (Declaration), Item 10 is hereby deleted in its entirety and the following is substituted therefor:

10. Fences. No fence shall be constructed or erected on any Lot unless the design, location and building material thereof has been approved prior thereto by

the Architectural Control Committee in writing. No fence constructed or erected on any Lot shall extend forward of the front line of the Unit on said Lot. And, no fence will be constructed without using suitable building materials. No wire or chain link fences will be allowed.

Fences that are acceptable are as listed below:

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

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

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

3. Article IX, Section 2, (Declaration), Item 14, are hereby deleted in their entirety and the following are substituted therefore:

14. Minimum Floor Areas.

- (i) The ground floor area of a one story house shall be a minimum of 1750 square feet exclusive of the garage.
- (ii) The ground floor area of a one and half story house shall be a minimum of 1000 square feet exclusive of the garage, and the total floor area shall be a minimum of 1800 square feet, exclusive of the garage.
- (iii) The ground floor area of a two story house shall be minimum of 1000 square feet exclusive of the garage, and the total floor area shall be a minimum of 1800 square feet, exclusive of the garage.
- (iv) Any other type of home shall be minimum of 1800 square feet, exclusive of the garage.
- (v) A full basement house shall have a minimum of 1,100 square feet on the main floor, a minimum of 800 square feet on the second floor, for a total minimum of 1900 square feet. The basement shall have a minimum of a two car garage. The floor areas are exclusive of the garage.
- (vi) Any plan or special structure may be approved by the Developer at any time, at his sole discretion.
- (vii) All homes shall have a minimum of a two car garage with a side, plaza, or rear entry. A deviation of the side or plaza entry shall be approved in writing by the developer. All homes, on corner lots, shall be assumed to face the street in

which they front for the purpose of garage door location. The location of the door shall be on the side, a plaza entry, or other as specifically approved by the developer.

- (viii) Unfinished basement areas, not including split levels, garage and open porches are not included in computing the floor area.

Declarant hereby declares that terms and provisions contained in this Amendment are imposed on lots shown on the Final Plat, Wynbrooke, Phase 3, which appears of record in Plat Book 21, pages 119, 120, 121 and 122, Register's Office for Sumner County, Tennessee, only, and are not imposed on lots in Wynbrooke Phase 1 or Wynbrooke Phase 2.

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

Page 586

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 26th day of January, 2004.

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

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

By:   
David J. Luckey, President

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

By:   
David J. Luckey, Partner

**SOUTHEASTERN BUILDING CORPORATION  
(Owner of Lots 151 and 152)**

By:   
David J. Luckey President

STATE OF TENNESSEE  
COUNTY OF SUMNER

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

Witness my hand and seal at office in Hendersonville, Tennessee, this 26th day of January, 2004.

My Commission Expires:

September 17, 2007

*Candy S. Dugan*  
Notary Public  
CANDY S. DUGAN  
NOTARY PUBLIC  
AT LARGE  
SUMNER COUNTY, TENN.

STATE OF TENNESSEE  
COUNTY OF SUMNER

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

Witness my hand and seal at office in Hendersonville, Tennessee, this 26th day of January, 2004.

My Commission Expires:

September 17, 2007

*Candy S. Dugan*  
Notary Public  
CANDY S. DUGAN  
NOTARY PUBLIC  
AT LARGE  
SUMNER COUNTY, TENN.

STATE OF TENNESSEE  
COUNTY OF SUMNER

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

Witness my hand and seal at office in Hendersonville, Tennessee, this 26th day of January, 2004.

My Commission Expires:

September 17, 2007

*Candy S. Dugan*  
Notary Public  
CANDY S. DUGAN  
NOTARY PUBLIC  
AT LARGE  
SUMNER COUNTY, TENN.