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Prepared By: Thomas N. Jones, Atty
339 Main Street
Franklin, Tennessee 37064

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| 47 PGS : RESTRICTIONS | |
| JESSICA NORTMAN | 610941 - 19032493 |
| 08/16/2019 - 03:30:19 PM | |
| MORTGAGE TAX | 0.00 |
| TRANSFER TAX | 0.00 |
| RECORDING FEE | 235.00 |
| DP FEE | 2.00 |
| REGISTER'S FEE | 0.00 |
| TOTAL AMOUNT | 237.00 |

STATE OF TENNESSEE, WILLIAMSON COUNTY
SHERRY ANDERSON

REGISTER OF DEEDS

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS
& RESTRICTIONS OTTER CREEK SPRING SUBDIVISION**

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS, (the "Declaration") is executed this 15th day of August 2019, by OTTER CREEK HOLDINGS, LLC (Referred to as "Developer");

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property located in Williamson County, Tennessee, and desires to create thereon a residential development known as Otter Creek Springs, more particularly described on Exhibit A attached hereto (the "Development" or "Subdivision") for the mutual benefit of the future residents of the Development, and;

WHEREAS, Developer desires to provide for the protection and preservation of the values, amenities, desirability and attractiveness of the Development; and

WHEREAS, it is in the best interest of the 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 further desires to establish for Developer's benefit and for the mutual benefit, interest and advantage of each and every person or other entity hereafter acquiring any portion of the Development, certain rights, easements, privileges, obligations, restrictions, covenants, liens, assessments, and regulations governing the use and occupancy of the Development and the maintenance, protection and administration of the common use facilities thereof, all of which are declared to be in furtherance of a plan to promote and protect the operative aspects of residency or occupancy in the Development and on all portions thereof, and are intended to be covenants running with the land which shall be binding on all parties having or acquiring

in the future any right, title or interest in and to all or any portion of the development, and which shall inure to the benefit of each present and future owner; and

WHEREAS, the 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, Developer, as legal title holder of the Development, as owner of the above-referenced lots, for the purposes set forth above, declare as follows:

ARTICLE I DEFINITIONS

The following words when used in this Declaration or any supplemental declaration hereto (unless the context shall prohibit) shall have the following meanings:

1. "Annual Assessments" shall mean and refer to the assessment described in Article V.

2. "Association" shall mean and refer to Otter Creek Springs Homeowners Association, Inc., a not-for-profit corporation to be organized and existing under the laws of the State of Tennessee, its successors and assigns.

3. "Board" shall mean and refer to the Board of Directors of the Association.

4. "By-Laws" shall mean and refer to the By-Laws of the Association attached hereto as Exhibit B and made a part hereof as the same may be amended from time to time.

5. "Committee" shall mean the Architectural Control Committee established pursuant to Article V hereof.

6. "Common Areas" shall mean and refer to all facilities within the Development used in common by the Owners, including without limitation, all recreational facilities, entranceway, gates, boundary walls and fences, median areas, and any areas lying within or adjacent to the roads which are desirable for the Association to maintain and landscape. The Common Areas may be owned by the Association in fee or for a term of years, but for the non-exclusive use, benefit and enjoyment of the owner's subject to the provisions of this Declaration, and will be shown as Common Areas on the Plats of the Development placed of record now or in the future.

7. "Declaration" shall mean and refer to this Declaration of Protective Covenants, Conditions and Restrictions applicable to the Development and which is recorded in the Office of the Register of Deeds for Williamson County, Tennessee.

8. "Developer" shall mean and refer to Otter Creek Holdings, LLC having its principal place of business in Fairview, Tennessee, its successors and assigns.

9. "Development" shall mean and refer to the property as shown on Exhibit A hereto as Otter Creek Springs and any future sections annexed under this Declaration.

10. "Engineer" shall mean the architect or engineer engaged by identified on the above-referenced plat.

11. "In Positions" shall mean and refer to any Annual Assessments, Special Assessments, Supplemental Landscape Assessments, or any other charges by the Association against one or more Lots owned by an Owner together with costs of enforcement and reasonable attorney fees in connection therewith, and shall additionally include, to the extent authorized by the provisions herein, interest thereon.

12. "Improvements" shall mean any building, building addition, outbuilding, garage, detached structure, swimming pool, recreational facility, driveway, parking area, walkway, wall, fence, or utility service, or such other improvement or structure constructed or located upon all or any portion of the Development. It is intended that this definition of "Improvements" be broad in scope and is intended to encompass any man-made alteration of the condition of the Lot or Common Areas from and after the date of this Declaration.

13. "Lot" shall mean and refer to any plot of land within the Development to be used for single family residential purposes and so designated on the Plat.

14. "Majority of Owners" shall mean and refer to the holders of more than fifty (50%) percent of the total Votes of the Members.

15. Member shall mean and refer to any person or persons who shall be an Owner, and as such, shall be a Member of the Association. "Class A Members" shall mean and refer to any Owner other than the Developer, and "Class B Member" shall mean the Developer or its Assigns.

16. "Mortgage" shall mean and refer to any holder of a first priority deed of trust encumbering one or more Lots.

17. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee interest in any Lot within the Development, excluding however those parties having such interest merely as a security interest for the performance of an obligation.

18. "Plat" shall mean and refer to the Final Plat of Otter Creek Springs, of record in the Register's Office for Williamson County, Tennessee, as the same may be amended or supplemented from time to time, and any additional sections later annexed thereto.

19. "Person" shall mean and refer to a natural person, as well as a corporation, partnership, firm, association, trust or other legal entity. The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural where the context so requires.

20. "Plans" shall mean the detailed plans prepared for construction of any improvement which shall comply with the provisions of Article V, Section 4 hereof.

21. "Special Assessments" shall mean additional assessments of Owners made from time to time by the Board pursuant to Article IV, Section 2.

22. "Vote" or "Votes" shall mean the vote or votes in the affairs of the Association to which each Member is entitled unless stated otherwise in this document.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

1. Definition of Property Subject to this Declaration. The property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Williamson County, Tennessee, and is shown on Exhibit A. The Lots and Common Area shown on the Plat are made subject to this Declaration. The Developer, as the legal title holder in fee of the Development, hereby submits and subjects the Development to the provisions of this Declaration and By-Laws. The covenants and restrictions contained herein which constitute covenants running with the land and binding on all parties now owning or hereafter having or acquiring any right, title or interest in any Lots or any portion of the Development, and shall inure to the benefit of each Owner hereof. Every Person hereafter acquiring a Lot or any portion of the Development, by acceptance of a deed thereof, shall accept such interest subject to the terms and conditions of this Declaration, and by acceptance of the same shall be deemed to have consented to and be bound by the terms, conditions and covenants of this Declaration.

**ARTICLE III
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

1. Members. Every person who is an Owner of record of a fee interest in any Lot which is included in the Development shall be a Member of the Association. Membership in the Association is appurtenant to and may not be separated from ownership of any Lot.

2. Classes of Membership. The Association shall have two classes of membership:

a. Class A Members shall be all Owners of lots except for the Developer prior to the termination of the Class B Membership. If, however, Developer owns one or more Lots upon or after the termination of its Class B Membership, then Developer shall become a Class A Member.

b. The Class B Member shall be the Developer, its successors or assigns. The Class B Membership shall terminate and cease upon specific written termination by Developer or its successor or assigns (its successor or assigns may include any Builder(s) owning more than 10 lots in the developments or additions thereto), or the last to occur of (i) Developer does not own any lots within the Otter Creek Springs Development or any sections added thereto or (ii) fifteen years from the date hereof.

3. Voting and Voting Rights. The voting rights of the Members shall be appurtenant to their ownership of Lots. The two Classes of Members shall have the following voting rights.

a. Each Class A Member shall be entitled to cast one vote for each lot owned by such Member. When two or more persons hold an interest (other than a leasehold or security interest) in a Lot, all such Persons shall be Members, but the Votes attributable to such Lot shall be exercised by one of such Persons as proxy and nominee for all such Members and in no event shall more than one (1) Member be entitled to cast the Vote attributable to any one Lot. Furthermore, neither the Developer nor any other person or individual dealing with the Development shall have any duty to inquire as to the authorization of the Member casting the Vote for any such Lot, but shall be entitled to rely upon the evidence of voting as conclusive evidence of such Member's authority to cast the Vote attributable to such Lot.

b. The Class B Member shall have control over the subdivision until all lots are sold.

c. Any Member who is delinquent in the payment of any charges or assessments duly levied by the Association against a Lot owned by such Member shall not be entitled to vote until all such charges, together with reasonable penalties and interest thereon as the Board may impose, have been paid to the Association.

4. Manner of Voting. Except as specifically provided elsewhere herein, the Board shall have the authority to regulate the procedural rules governing the voting of Members, the acceptance of proxies from Members, the validity of voice votes, ballot votes, or other manners of voting, and any regulation of the solicitation of votes or proxies.

5. Organization.

a. The Association is a non-profit Tennessee corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, By-Laws and this Declaration. Neither the Articles nor the By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail. The officers and directors of the Association shall be required to be either (i) Members of the Association; or (ii) officers, directors, agents, representatives or employees of Declarant or a successor to Declarant.

b. The Board of Directors of the Association, and such officers as the Board may elect or appoint, shall conduct the affairs of the Association in accordance with the Otter Creek Springs Association documents. The Board shall, except to the extent specified Membership approval shall be required by the By-Laws or by this Declaration, act on behalf of the Association in the implementation of this Declaration.

6. Duties of the Association. The Association shall, in addition to such obligations, duties and functions as are assigned to it by other provisions of this Declaration, have the obligations, duties and functions, (subject to the provisions of this Declaration), to do and perform each and every of the following for the benefit of the Owners and for the maintenance, administration and improvement of the properties.

7. Powers and Authority of the Association. The Association shall have all of the powers of a non-profit corporation organized under the laws of the State of Tennessee, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the By-Laws, or this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or

permitted to be done by the Association under this Declaration, the Articles and By-Laws, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association, including the following which are listed without intent to limit the foregoing grant.

a. **Assessments.** To levy assessments on the owners of lots and to enforce payment of such assessments, all in accordance with the provisions of this Declaration.

b. **Right of enforcement** in its own name, on its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of any Otter Creek Springs covenants, conditions, obligations or duties and to enforce, by mandatory injunction or otherwise, all the provisions of the Declaration, Articles and By-Laws.

c. **Easements and Rights-of-Way.** To grant and convey to any third party easements and rights-of-way in, on, over or under the Common Areas for the purpose of constructing, erecting, operating or maintaining thereon, therein, or thereunder, (i) overhead or underground lines, cables, wires, conduit or other devices for the transmission of electricity and for lighting, heating, power, telephone, television cables, radio and audio antennae facilities and for other appropriate purposes; (ii) public sewers, storm water drains and pipes, water system, sprinkling systems, water, heating and gas lines or pipes; and (iii) any similar public or quasi-public improvements or facilities.

d. **Employment of Manager and Employees.** To employ the services of any person or corporation as manager, together with employees, to manage, conduct and perform the business, obligations and duties of the Association as may be directed by the Board and to enter into contracts for such purpose. Such manager and employees shall have the right of ingress and egress over such portion of the properties as is reasonably necessary for the purpose of performing such business, duties and obligations.

e. **Mortgagee Protective Agreements.** To execute and cause to be recorded from time to time agreements in favor of holders or insurers of mortgages secured upon portions of the properties. Such agreements may condition specified action, relevant to this instrument, of the activities of the Association upon approval by a specified group or number of mortgage holders or insurers. Actions and activities which may be so conditioned by such agreement may include, but shall not be limited to, the following: (i) any act or omission which seeks to abandon, partition, subdivide, encumber, sell or transfer the Common Areas or any other real estate or improvements owned, directly or

indirectly, by the Association for the benefit of any lots; (ii) any change in the method of determining the obligations, assessments, dues or other charges which may be levied against the owners of lots; (iii) any act or omission which may change, waive or abandon any scheme or regulations, or enforcement thereof, pertaining to the architectural design, exterior appearance or exterior maintenance and improvements erected upon the properties, driveways, or the upkeep of lawns or plantings located upon the properties; (iv) failure to maintain specified fire and extended coverage insurance on insurable portions of the Common Areas; (v) use of hazard insurance proceeds for losses to any improvement erected upon the Common Areas for other than the repair, replacement or reconstruction of such improvements; (vi) the failure to maintain kinds of insurance and amounts, from and covering risks as specified by such mortgage holders or insurers; (vii) permitting holders of specified mortgages on lots to jointly or singly, pay taxes or other charges which are in default which may have become a charge against the Common Area, to pay overdue premiums on hazard insurance lapse of any such policy for such property and permitting mortgagees making any such payments to recover the amount thereof from the Association.

f. Right of Entry. Without liability to any owner of a lot, to cause its agents, independent contractors, and employees after reasonable notice, or without notice in the event of an emergency, to enter upon any lot for the purpose of enforcing any of the rights and powers granted to the Association in the Instruments, Articles and By-Laws, and for the purpose of maintaining or repairing any portion of the properties if for any reason whatsoever the Owner thereof fails to maintain it in good condition and repair and so as to present an attractive exterior or appearance as required by the documents, or as reasonably required to promote or protect the general health, safety and welfare of the residents and users of the properties.

g. Maintenance and Repair Contracts. To contract and pay for or otherwise provide for the maintenance, restoration and repair of all improvements of whatsoever kind and for whatsoever purpose from time to time located upon or within the Common Areas or as required for exterior maintenance, sidewalks or lot clean-up in the event owner fails to maintain as required.

h. Insurance. To obtain, maintain and pay for such insurance policies or bonds, whether or not required by any provision of this Instrument or any By-Laws, as the Association shall deem to be appropriate for the protection or benefit of the Association, the Members of the Board, the Members of any standing committee, their tenants or guests, including, but without limitation, fire and extended insurance coverage covering the Common Areas, liability insurance, workers compensation insurance, and performance of fidelity bonds.

i. **Utility Service.** To contract and pay for, or otherwise provide for, utility services, including, but without limitation, water, sewer, garbage, electrical, telephone and gas services.

j. **Professional Services.** To contract and pay for, or otherwise provide for the construction, reconstruction, repair, replacement or refinishing of any roads, drives or other paved areas upon any portion of the properties not dedicated to any governmental unit and on the lots in the event the owners fail to keep such paved area maintained and repaired.

k. **Protective Services.** To contract and pay for, or otherwise provide for, fire, security and such other protective services as the Association shall from time to time deem appropriate for the benefit of the properties, the Owners and their guests.

l. **General Contracts.** To contract and pay for, or otherwise provide for, such materials, supplies, furniture, equipment and labor as and to the extent the Association deems necessary.

m. **Liens.** To pay and discharge any and all liens from time to time placed or imposed upon any Common Areas on account of any work done or performed by the Association and the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration.

n. **Condemnation.** The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority or acquisition of any of the Common Areas or any part thereof. In the event of a taking or acquisition of part or all of the Common Areas by any condemning authority, the award or proceeds of settlement shall be paid to the Association for the use and benefit of the lot owners and their mortgagees as their interests may appear. All owners, by the acceptance of a Deed conveying a lot, irrevocably constitute and appoint the Association their true and lawful attorney in their name, place and stead for the purpose of dealing with any condemning authority in any condemnation proceeding. Title to the lots is declared and expressly made subject to such irrevocable appointment of the power of attorney. Any distribution of funds in connection with the condemnation of any part of the Common Area shall be made on a reasonable and equitable basis by the Board or by a special committee appointed by the Board for that purpose.

ARTICLE IV PROPERTY RIGHTS

1. Owners Easement of Enjoyment. Every owner in addition to a perpetual unrestricted right of ingress and egress to his own lot which passes with title shall have the right and easement to drain surface waters to the retention area shown on the plats which shall be appurtenant to and shall pass with the title to every lot, subject to the following provision:

a. The right of the Association to manage the use of any retention areas and maintain their use as retention areas.

b. The right of the Association to suspend the voting rights of an Owner for any period in which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days after notice and hearing as may be provided for in the By-Laws or rules for an infraction of its published rules and regulations.

c. The right of the Association to dedicate or transfer any part of the Common Area to any public agency, authority, or utility for the purpose of providing utilities, streets, or any similar purpose.

2. Land Use. No lot shall be used except for residential purposes.

ARTICLE V ASSESSMENTS

1. Annual Assessments. The Board shall have the power and authority to levy annual assessments against the Lots within the Development. Annual Assessments shall be used to provide funds for such purposes as the Board shall determine to be for the benefit of the Development, including, without limitation, the improvement, maintenance, operation and security of the Development and Common Areas, payment of taxes and insurance thereon, payment of utility bills thereon (including water for sprinkler systems), payment of reasonable costs to provide attractive seasonable landscaping of the Common Areas, street maintenance costs, the repair, replacement and additions that may be necessary to the Common Areas and the cost of labor, equipment, materials, management and supervision thereof. The Board shall have the right, but not the obligation, to use the Annual Assessments to provide supplemental landscaping, maintenance within Lots, and to provide garbage and trash collection and disposal, if needed, to supplement that provided by public authority. The Board shall fix the amount of Annual Assessment each year by preparing an annual budget for the

services to be provided by the Association in the coming year, and allocating said amount among the Lots equally.

2. Special Assessments. In addition to the Annual Assessments authorized herein, the Board may levy a Special Assessment applicable to a particular year, provided that any such Special Assessment shall have the affirmative Votes of not less than fifty percent (50%) of the total Votes within the Association at a meeting of all Members which shall be held after not less than five (5) days' written notice of the date, time and purpose for said meeting, at which a quorum shall be present. Special Assessments shall be due and payable on the date which is fixed by the resolution authorizing such assessment.

3. Exempt Property. The Impositions and liens created under this Article shall not apply to the Common Areas. All property within the Development which is dedicated to and accepted by a local public authority, which is granted to or used by a utility company, or is designated as part of the Common Area shall be exempt from such Impositions.

4. Property Owned by Developer and Builders. Developer and all Builders of homes within the Development are exempt from all assessments.

5. Payment of Annual Assessments. The Board shall have the power and authority to determine the payment method for Annual Assessments. Unless provided otherwise by the Board, each Owner shall pay its Annual Assessment on or before the first of April of the year to which said assessment relates, and the Board shall fix the amount of the Annual Assessment and send a notice thereof to each Owner on or before the first of February of each such year. The Board shall have the power and authority to require quarterly or monthly payments of installments of the Annual Assessments from such Owners as the Board deems suitable, or may require all Annual Assessments to be paid on a quarterly or monthly basis, at its determination.

6. Commencement. The eligibility for Annual Assessments for a Lot shall commence upon closing of a residence on the said lot. Assessments on Lots that first become subject to assessments during a calendar year shall be prorated on a calendar year basis for the remainder of such calendar year.

7. Records of Assessments. The Association shall cause to be maintained in the office of the Association a record of all Lots and Impositions applicable thereto which shall be open to inspection by any Owner. Written notice of any Imposition shall be mailed to every Owner of the Lot subject to assessment. The Association shall, upon demand and payment of a reasonable charge, furnish to any Owner a certificate in writing signed

by an officer of the Association setting forth whether the Impositions against the Owner's Lot have been paid, and if not, the amount then due and owing. Absent manifest error, such certificate shall be deemed conclusive evidence to third parties as to the status of Impositions against any Lot within the Development.

8. Creation of Lien and Personal Obligations for Assessments. Each Owner of any Lot shall, by its acceptance of a deed thereof, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and conditions of this Declaration and promises to pay to the Association all Impositions which may be due from an Owner from time to time. All Impositions, together with interest thereon and cost of collection thereof shall be a continuing lien upon the Lot against which such Impositions is levied as of the effective date of each such Imposition. Each such Imposition, together with such interest thereon and cost of collection therefor as are hereinafter provided, shall also consist of the personal obligation of the Person who was Owner of such Lot at the time when the same fell due. In the event a Lot is owned by more than one Member, all of such Members shall be jointly and severally liable for the entire Imposition then due.

9. Effect of Non-Payment of Imposition. If any Imposition hereunder is not paid upon the due date, or if any similar charge otherwise agreed to be paid by Owners in this Declaration is not paid when due, then such Imposition shall be delinquent and shall accrue interest thereon at the highest rate then permissible under the laws of the State of Tennessee commencing upon the due date. If such Imposition is not paid within thirty (30) days after the due date, then the Association may bring an action at law against the Owner personally, and/ or at its option, foreclose the lien against the Lot by court action or trustee sale as hereinafter provided, and there shall be added to the amount of such Imposition, all reasonable attorney fees and costs incurred by the Association in any such action, and in the event a judgment is obtained, such judgment shall include interest on the Imposition as indicated above.

10. Enforcement of Lien by Trustee's Sale. For and in consideration of the privileges and protection granted in this Declaration, and the mutual enjoyment and use of the Common Areas, and for the express purpose of securing the payment of the Impositions described above, in order to avoid unnecessary court proceedings or delays for the enforcement of the liens described above, each Owner by accepting a deed to a Lot for their heirs, successors and assigns, does hereby transfer and convey unto Thomas N. Jones, Trustee, his successors and assigns ("Trustee") each such Lot deeded to such Owner with the appurtenances, estate, title and interest thereto belonging to the Trustee for the following uses in trust:

Each Owner agrees to pay all Impositions provided herein when due and upon demand of said Trustee or the Association, to pay, discharge, or remove any and all liens except a first mortgage or deed of trust lien which may hereafter be placed against said Lot which would adversely affect the lien granted herein, and in case the Trustee or his successors of the Association shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, or costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed and be payable by said Owner upon demand of the Trustee or the Association, and upon failure to do any of these things then said Trustee or Association may do any or all of said things, and the amounts so paid shall bear interest from the date of payment at the highest rate then permitted by the laws of the State of Tennessee and shall be and become a part of the indebtedness secured hereby.

If any Imposition, together with interest thereon, is not paid promptly when due or within a period of cure allowed above, or if after said Owner fails to pay any other sums due as above provided, or further, fail to reimburse the Trustee or Association within thirty (30) days from the date of the Trustee's or Association's payment of such sums, this trust conveyance shall remain in full force and effect, and the said Trustee or his successor in trust is hereby authorized and empowered, upon giving twenty (20) days' notice by three (3) publications in any daily or weekly newspaper published in Williamson County, Tennessee, to sell said Lot at the front door of the Courthouse in said County to the highest bidder for cash at public outcry, free from the equity of redemption, statutory rights of redemption, homestead, dower, and all other exemptions of any kind which are hereby expressly waived; and the said Trustee or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser at such foreclosure sale. The Association may bid at any sale under this trust conveyance. The Trustee may at any time after default and the payment of any of the above described indebtedness enter and take possession of said Lot and shall only account for the net rents actually received by said Trustee. It is further agreed that in the event the Trustee fails, before selling said Lot as herein provided, to enter and take possession hereof, the purchaser shall be entitled to immediate possession of said Lot upon delivery to him by the Trustee of a deed for said Lot. In case of sale hereunder, the proceeds shall be applied by the Trustee as follows:

a. to the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided, together with reasonable attorney's fees for advice or for instituting and defending any litigation which may arise on account of the execution of this conveyance or the enforcement of said lien, together with the expenses and costs of any such litigation,

- b. to the payment of all taxes which may be unpaid upon said Lot,
- c. to the payment of all unpaid Impositions herein secured,
- d. the residue, if any, to be paid to the order of said Owners or their representatives or assigns.

In the event of the death, absence, inability, or refusal to act of said Trustee at any time when action of the foregoing powers and trusts may be authorized, or for any other reason, the lawful owner and holder of said lien is hereby authorized and empowered to name and appoint a successor in trust to execute this trust by an instrument in writing to be recorded in the Register's Office for Williamson County, Tennessee, and title therein conveyed to the above named Trustee shall be vested in said Successor Trustee. The Trustee is authorized to appoint an attorney-in-fact to conduct in his stead and on his behalf and with the same power possessed by said Trustee as granted herein any and all foreclosure sales authorized above.

11. Priority of Lien. The lien described in this Article shall be subordinate to the lien of any Mortgagee under a recorded first mortgage or deed of trust encumbering any such Lot. In the event any Mortgagee becomes the Owner of such Lot after foreclosure thereof, or conveyance by deed in lieu of foreclosure, trustee's deed, or the like, such Mortgagee shall become subject to the lien reserved herein for the purpose of securing all Impositions becoming due from and after the date such Mortgagee accepts a deed to said Lot.

12. Mortgagee Protection Clause. No breach of the covenants, conditions, or restrictions herein contained for the enforcement of any lien provisions herein shall defeat or render invalid the lien of any prior mortgage given in good faith and for value, but said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or other judicial sale or in lieu of such of any prior mortgage.

13. Each Owner shall indemnify and hold harmless each of the other Owners and the Association from any liability arising from the claim of any lien claimant or judgment debtor against the lot of any other Owner or of the Common Area. The Association or any affected Owner may enforce this obligation which includes reasonable costs and attorney fees in the manner of a special assessment or by action at law including all rights granted to the Association under Article V.

14. Notwithstanding the prior provisions of this Article V, the Declarant shall be exempt from all assessments unless Declarant constructs a residence on any lot in which case Declarant shall be subject to the same assessments as other owners within the Development.

ARTICLE VI ARCHITECTURAL CONTROL COMMITTEE

1. Designation of Committee. The Association shall have an Architectural Control Committee (the "Committee"), which shall consist of three Members who shall be natural persons. The Members of the Committee shall be appointed and be subject to removal at any time by the Developer until the termination of the Class B Membership, and thereafter by the Association's Board of Directors. The Committee shall designate an individual as its Secretary, and all communications with the Committee shall be conducted through the Secretary.

2. Approval of Plans and Architectural Review Committee.

a. No construction, reconstruction, remodeling, alteration or addition to any structure, building, fence, wall, driveway, path or other improvement of any nature on any lot shall be constructed or undertaken without obtaining the prior written approval of the Board of Directors through the Architectural Review Committee appointed by the Board as to the intended location of same and as to its plans and specifications showing the nature, shape, height, materials and such other specifics as may be required including its architectural style. For this purpose, the Board of Directors shall establish an architectural committee composed of three (3) or more Members appointed by the Board which shall have full authority to review and act upon requests for approvals of such requests. As a prerequisite to consideration for such approval, and prior to the beginning of the contemplated work, the applicant must submit a set of plans and specifications with a written request for their approval. The Architectural Review Committee may withhold approval for any reason including purely aesthetic considerations. In the event the Board or its designated Architectural Review Committee fails to approve or disapprove the plans for design and location within ten (10) days after they have been submitted, approval will not be required and this section will be deemed to have been fully complied with. Upon approval being given, construction shall commence within sixty (60) days thereafter, and shall be processed to completion promptly and in strict compliance with the approved plans; otherwise the approval shall be void. Each Owner acknowledges that the decor, color scheme, landscaping, and design of the property has been selected in such a manner as to be consistent and harmonious with other lots and residences in the Subdivision and agrees to maintain and perpetuate the visual harmony of the properties.

b. Prior to the formation of the Architectural Review Committee, the Declarant or his successors and assigns shall constitute or may appoint a person or persons to act as the Architectural Committee.

3. Design Criteria. In carrying out the functions of the Committee, and in order to insure uniformity of quality of the Improvements located within the Development, the Committee may prepare, but is not required to, a statement of design criteria which shall be observed in the construction of all Improvements within the Development, (the "Design Criteria") If prepared, the Developer and, after the termination of the Class B Membership, the Association, reserves the right to modify and amend the Design Criteria from time to time as it deems appropriate based upon changes and innovations in construction methods and techniques.

4. Limited Effect of Approval of Plans. The approval of the Committee of an Owner's Plans for the construction of Improvements upon any Lot is not intended to be an approval of the structural stability, integrity or design of a completed improvement of the safety of any component therein but is required solely for the purpose of insuring compliance with the covenants contained herein and further to insure the harmonious and orderly architectural and aesthetic development and improvement of the Lots contained within the Development. Notice is hereby given therefore to any future occupant of any completed Improvement and all invitees, visitors and other persons who may from time to time enter or go on or about such completed Improvements, that no permission or approval granted by the Committee, the Developer or the Association with respect to the construction of Improvements pursuant to this Declaration shall constitute or be construed as an approval of the structural stability of any building, structure or other Improvement and no liability shall accrue to the Developer, the Committee or to the Association in the event that any such construction shall subsequently prove to be defective.

ARTICLE VII IMPROVEMENT, SETBACK AND USE RESTRICTIONS

1. Improvement Restrictions. In addition to the requirements of Article VI above concerning compliance with the architectural review authority of the Committee, the following restrictions apply to Improvements;

a. Minimum setback requirements on the Plat shall be observed. The Developer reserves the right to approve the location of each residence upon the Lot and to relocate the same, within the setback lines and/ or building areas established by the Plat, in such manner as it shall be deemed, in its sole discretion, to be in the best interests

of the overall Development and in furtherance of the goals set forth herein.

b. No lot may be used for any purpose except for the construction and maintenance of a residential building, and no such residential structure on any such lot shall be designed, constructed or used for more than one family.

c. No lot shall be re-subdivided, but shall remain as shown on the recorded plat and not more than one residence building may be constructed or maintained on any one lot. A slight variance in the property lines may be made by adjacent owners, but not for the purpose of subdividing into more lots.

d. No noxious or offensive operations shall be conducted or maintained on any lot and nothing shall be constructed, reconstructed or kept on any lot which may constitute an annoyance or nuisance to the neighborhood.

e. No animals or livestock of any kind shall be allowed or maintained on any lot, except that dogs, domestic cats, or other household domestic pets may be kept, provided that they are not kept for commercial purposes. No poultry of any kind or description shall be allowed or maintained on any lot at any time for any purpose.

f. No trailer, mobile home, modular home, basement house, tent, garage, barn, or other outbuilding shall be erected or used as either a temporary or permanent residence.

g. The developers of this subdivision, or their assigns, or the Architectural Review Committee, or its designees, reserve the right to enter upon any lot for the purpose of cutting grass, trimming trees and shrubs or generally cleaning up such lot if the same reasonably requires, charging the expense thereof to the owner thereof, which shall become a lien on the lot.

h. No sign of any kind shall be displayed on any lot greater than 4 X 4 ft and be in good taste. The Developer and Builders may use signs of a greater magnitude so long as approve by the ARC. The use of flags shall be permitted by Builder and Developer. In addition, a builder who is constructing more than house in the subdivision may have a model home where the garage may be used as a sales office.

i. All yard areas and landscape easements must be maintained in a neat and orderly fashion.

j. The minimum square feet of heated living area in houses shall be 2,000 square feet excluding porches and garages. Front, side, and rear entry garages are permissible; and each house must have a minimum of an attached two-car garage

under roof.

k. All owners shall be required to install and maintain an operational garage door opener, and all garage doors shall remain closed, except for actual ingress or egress therein. There shall be no detached garages or other accessory buildings constructed or located on the premises without written approval from Architectural Review Committee (other than one dog house if same receives unanimous approval of the committee).

l. Exterior building materials may be brick, stone, hardy plank, or any combination thereof. Exterior building materials may not be vinyl.

m. Foundations may be slab or crawlspace.

n. Any structure which is preassembled or already constructed and which a lot owner desires to move onto a lot covered by these restrictions must receive the prior unanimous approval of the Architectural Review Committee (sometimes hereinafter and the hereinabove referred to as "the Committee"), which approval may be withheld on the subjective grounds that the structure does not conform to the character and general atmosphere of the subdivision, even though said structure may meet all minimum square footage and other requirements.

o. The Builder shall be responsible for the expense of constructing sidewalk on each lot as well as the planting of trees one each lot as require by the City Planner.

p. No building shall be constructed or maintained on any lot (i) in any reserved drainage utility or landscape easement area; or (ii) closer to the street than the setback line as shown on the recorded plat; unless authorized by Architectural Review Committee and Board of Zoning Appeals where applicable.

q. Once construction has commenced, it shall proceed diligently. Owner is responsible for maintaining a neat and orderly construction site.

r. The only fences which shall be permitted on lots shall be those erected with the express prior written approval of the Committee, which is charged to ensure that said fences conform to the general character and atmosphere of the neighborhood. The Committee may require, as a condition of approval, the use of hedges or other greenery as screening for the fence. All fences must be maintained in good repair, and landowners agree to abide by reasonable requests for repairs and maintenance as

may be made by the Architectural Review Committee. Any fences on the said lots shall be made of brick, wrought iron or wood, shall not exceed beyond the rear corner of the house. Wooden fences are to be constructed of redwood, cedar or other treated wood materials of similar quality. All fences facing the street should be built with the finished side facing the street.

(i) On all lots except corner lots, no fence shall be permitted between the front of the building or setback line and the street. On all corner lots, no fence shall be permitted between either building or setback line and either street. In the event a landowner incorporates any utility, landscape or drainage easement shown on the recorded plat of Otter Creek Springs, within the boundaries of a fence, the inclusion of this area shall be done in such a manner so as not to interfere with any drainage on or other use of said easement.

s. All driveway enhances from the street to each lot shall conform to the following standards: Except for houses with side entry garages, the entrances from the street to each lot shall be sixteen (16) feet in width with a concrete apron running back three (3) feet from the entrance at street and tapering back to no less than twelve (12) feet in width to garage entry. For side entry garages, the driveway must be of a minimum width of twelve (12) feet in width. The driveway including any turn around area must be constructed of concrete. A temporary gravel drive shall be constructed from the street to the side of the proposed dwelling before or at the time construction of said dwelling is commenced.

t. No dwelling shall be constructed on any lot closer than the minimum setback reflected on the plat of the subdivision.

u. All dwellings constructed on any lot shall have a full masonry or slab foundation.

v. All swimming pools are to be of in-ground construction. No above-ground swimming pools are allowed.

w. No lot owner may construct or place any dwelling, outbuilding, clothes line, fence or any other structure, pen or enclosure, on the lot owner's property without the prior written approval by the Architectural Review Committee of the elevation or exterior design, colors, location and building material. Playground sets and trampolines are permitted without obtaining Architectural Review Committee so long as they are reasonably maintained and placed behind the home. It is the intent of these restrictions that this committee shall ensure a uniform, aesthetically pleasing subdivision without the

utilization of garish colors or architectural designs. The Architectural Review Committee is empowered to waive provision of these restrictions for good cause shown; provided, however, that this power shall not extend to reducing the minimum square footage as specified in paragraph 9 hereof.

x. All equipment, garbage cans, service yards, woodpiles or storage piles shall be kept screened by adequate planting or fencing so as to conceal from the view of neighboring houses and streets. All rubbish, trash or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

y. No exterior television or radio antennae of any sort or satellite reception dishes shall be placed, allowed, or maintained upon the front roof of any dwelling or upon the front or side yard of any lot, and no antenna or satellite dish shall exceed the height of the peak of the roof lines of the dwelling on any lot.

z. No boat, trailer, all-terrain vehicle, or motor home or other recreational vehicle of any kind shall be kept other than in garage or in the rear yard, screened from the view of neighbors and streets. No commercial vehicle of any kind shall be kept other than in garage, rear yard or other screened from the view of the neighbors and streets. No abandoned vehicles shall be stored on the premises.

aa. No building material or any kind or character shall be placed or stored upon any of said lots until the owner is ready to commence construction of improvements. Building materials shall not be placed or stored on the premises.

bb. Sales trailers or model homes with flags and signs shall be permitted as an aide to the builder and/ or developer in the sale of new homes and/ or lots. Use of garage in model home as sales center will be permitted.

cc. No basketball goals will be permitted in the side or front yards.

dd. All setbacks must meet governmental restrictions.

ee. All mailboxes must be the uniform design established by the Developer.

ff. Lot owners are responsible to ensure sidewalks are installed by the builder of any homes within the Development in accordance with the standards adopted by the Developer, and trees are planted according to City requirements every 40 feet.

gg. The Developer or its assigns reserves the right to enter upon any lot for the purpose of cutting grass and cleaning up such lot if the same reasonably requires, charging the expense thereof to the lot owner, which expense shall be come a lien upon the lot.

hh. Children of residents or their guests shall not be permitted in drainage ditches during wet weather.

ii. Roof pitch must be no less than 6/12.

jj. Exposed metal fireplace chimneys are prohibited.

kk. No outside clotheslines or other apparatus for the drying of clothes shall be permitted.

ll. Lot owners are prohibited from obstructing the free flow of storm surface water drainage and/ or diverting, and/ or changing such drainage flow in any manner resulting in damage or hazard to any other lot owner.

2. Maintenance.

a. All Lots, together with the exterior of all Improvements located thereon, shall be maintained in a neat and attractive condition by their respective Owners.

b. In the event any Owner shall fail to maintain the Improvements situated upon his Lot in a manner satisfactory to the Association, the Association may upon the vote of at least two-thirds of the Board of Directors and after ten (10) days' notice in writing to the offending Owner during which time said Owner has continued to fail to commence the correction of the matter in question, may enter upon said Lot and perform the maintenance of the Improvements itself. The cost of such maintenance shall be added to and become a part of the assessment to which such Lot is subject and the Owner of such Lot shall be personally liable for the cost thereof.

3. Further Use Restrictions.

a. No Owner shall use its Lot in such a manner as to create a nuisance. No Owner shall commit waste upon any Lot without the Development.

b. No wrecked vehicle or vehicles in a non-functional condition or vehicles without proper registration shall be parked on any Lot or upon any of the