DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

FOR

OVERTON RETREAT RESIDENTIAL COMMUNITY
WARREN AND VAN BUREN COUNTIES, TENNESSEE

Terry Smith, Register
Warren County Tennessee

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FOR

OVERTON RETREAT RESIDENTIAL COMMUNITY

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS ("Declaration") is made as of the 24th day of JUNE, 2002, by Overton Mountain Development Partnership, a Tennessee general partnership ("Declarant").

Declarant is the owner of the real property described in Exhibit "A", which is attached hereto and incorporated herein by reference (collectively, the "Properties"). This Declaration imposes upon the Properties mutually beneficial covenants, conditions, easements and restrictions under a general plan of improvement for the benefit of the owners of each portion of the Properties, and establishes a flexible and reasonable procedure for the overall development, administration, maintenance and preservation of the Properties.

Declarant hereby declares that all of the Properties, including, from the date of annexation, Properties hereafter annexed under Article XIII hereof, shall be held, sold, used and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property subjected to this Declaration from time to time. This Declaration shall be binding on and shall inure to the benefit of all parties having any right, title, or interest in the Properties or any part thereof, their heirs, successors, successors-in-title, and assigns.

ARTICLE I
DEFINITIONS

The terms used in this Declaration shall generally be given their natural, commonly accepted definitions, except as otherwise specified. Capitalized terms shall be defined as set forth below.

1.1. "Area of Common Responsibility": the area described in Section 5.1 hereof.

1.2. "Association": Overton Retreat Owners Association, Inc., a Tennessee nonprofit corporation, its successors and assigns.

1.3. "Base Assessment": assessments levied on all Lots subject to assessment under Section 9.8 to fund Common Expenses for the general benefit of all Lots, as more particularly described in Section 9.1 and Section 9.3.

1.4. "Board of Directors" or "Board": the board responsible for administration of the Association, selected as provided in the Bylaws and generally serving the same role as the board of directors under the Tennessee Nonprofit Corporation Act, as amended.

1.5. "Builder": any Person which purchases one or more Lots for the purpose of constructing improvements thereon for later sale to consumers or which purchases parcels of land within the Properties for development, and/or resale in the ordinary course of such Person's business. The definition of "Builder" herein is not intended to limit any similar definition in the Architectural Guidelines adopted by the Declarant or the Board from time to time pursuant to Section 10.5.3 of this Declaration. The restrictions imposed upon builders by the Architectural Guidelines may apply to more Persons than the definition of Builder in this Section 1.6.

1.6. "Business" and "Trade": shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time, (b) such activity is intended to or does generate a profit, or (c) a license is required.

1.7. "Bylaws": the Bylaws of Overton Retreat Owners Association, Inc., attached as Exhibit "D", as they may be amended from time to time.

1.8. "Charter": the Charter of Overton Retreat Owners Association, Inc., as filed with the Tennessee Secretary of State, attached as Exhibit "C", as it may be amended from time to time.

1.9. "Class "A" Member": those Persons who are Owners shall be Class "A" Members and shall have voting rights as described in Section 3.3 hereof.

1.10. "Class "B" Control Period": the period of time during which the Class "B" Member is entitled to appoint all of the members of the Board of Directors, to annex additional real property as part of the Properties, and to make unilateral amendments to this Declaration, all as further provided herein and in the Bylaws and Charter.

1.11. "Class "B" Member": Declarant shall be the sole Class "B" member for so long as Declarant owns any real property included within the defined term Properties hereunder, including any Properties hereafter annexed under Article XIII hereof, or any substituted party which Declarant may designate as the Class "B" Member by recorded document.

1.12. "Common Area": all real and personal property which the Association owns, leases or in which the Association otherwise holds possessory or use rights for the common use and enjoyment of some or all of the Owners.

1.13. "Common Expenses": the actual and estimated expenses incurred or anticipated to be incurred by the Association for the general benefit of all Lots, including such reasonable reserves as the Board may find necessary and appropriate from time to time pursuant to this Declaration, the Bylaws, and the Charter. Common Expenses shall not include any expenses incurred by Declarant during the Class "B" Control Period for initial development, original construction, installation of infrastructure, original capital improvements, or other original construction costs. Common Expenses may, however, include the cost of any additional amenities constructed by the Association on the Common Area with the approval of Members representing a majority of the total Class "A" vote of the Association, and with the approval of Declarant. **NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, SHOULD ANY ROADS LOCATED WITHIN THE PROPERTIES EVER BE DEDICATED TO WARREN COUNTY, THE ASSOCIATION SHALL BE RESPONSIBLE FOR BRINGING SUCH ROADS INTO COMPLIANCE WITH THEN CURRENT COUNTY STANDARDS (POSSIBLY INCLUDING THE COST OF RELOCATING UTILITIES) AND THE COST OF SUCH ROAD IMPROVEMENTS SHALL BE INCLUDED IN THE COMMON EXPENSES CHARGED TO THE OWNERS HEREUNDER.**

1.14. "Community-Wide Standard": the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined from time to time by majority vote of both the Board of Directors and the Architectural Review Committee.

1.15. "Declarant": Overton Mountain Development Partnership, a Tennessee general partnership, or any successor, successor-in-title, or assign who takes title to any portion of the

Properties for the purpose of development and/or resale and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant.

1.16. "Lot": a portion of the Properties, whether improved or unimproved, which may be independently owned and conveyed, and which is intended for development, use, and occupancy as a detached residence for a single family. The term shall include the land which originally constitutes the Lot, as well as any improvements subsequently constructed thereon. The term shall also include vacant land intended for development as single family residences, but it shall not include Common Areas, or property dedicated to the public (if any). In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to contain the number of Lots designated for single family residential use for such parcel on the Master Plan. Under no circumstances shall any Lot be re-subdivided without the prior written consent of the Declarant.

1.17. "Master Plan": that certain plat of record in ~~Book~~ Plat Cabinet A, ~~page~~ Slide 74 of the Register's Office of Warren County, Tennessee for the Properties of the Overton Retreat Residential Community as it may be amended of record from time to time by the Declarant (which may later include property in Van Buren County, Tennessee), which plat currently includes the property described on Exhibit "A". Depiction of other property on the Master Plan shall not by itself, under any circumstances, obligate Declarant to subject such property to this Declaration. Moreover, Declarant shall not, under any circumstances, be obligated to complete the construction of any gazebos, trails, recreational facilities or other amenities which may be depicted on the Master Plan, unless otherwise agreed by Declarant in a separate written document.

1.18. "Member": a Person entitled to membership in the Association, as provided in Section 3.2.

1.19. "Mortgage": a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed.

1.20. "Mortgagee": a beneficiary or holder of a Mortgage.

1.21. "Mortgagor": any Person who gives a Mortgage.

1.22. "Owner": one or more Persons who hold the record title to any Lot, but excluding in all cases any Mortgagee or any other party holding an interest in a Lot merely as security for the performance of an obligation. If a Lot is sold under a written contract of sale, then upon recording of such contract, the purchaser (rather than the fee owner) will be considered the Owner, if the contract specifically so provides.

1.23. "Person": a natural person, a corporation, a partnership, a limited liability company, a trustee, or any other legal person or entity.

1.24. "Properties": the real property described in Exhibit "A", as the same may be amended from time to time, including without limitation, any Properties hereafter annexed under Article XIII hereof.

1.25. "Special Assessment": assessments levied in accordance with Section 9.5 of this Declaration.

1.26. "Specific Assessment": assessments levied in accordance with Section 9.6 of this Declaration.

1.27. "Supplemental Declaration": an amendment or supplement to this Declaration which modifies or deletes any provisions of this Declaration or which imposes, expressly or by reference, additional Covenants, Conditions, Easements and Restrictions or similar obligations on the Properties.

1.28. "Use and Design Restrictions": the Use Restrictions and Design Guidelines attached hereto as Exhibit "B" and any other guidelines and procedures adopted by the Board of Directors or Declarant from time to time pursuant to these Declarations and applicable to all Lots within the Properties.

ARTICLE II
PROPERTY RIGHTS

2.1. Common Area. Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to the Common Area, subject to:

(a) This Declaration, the Bylaws and any other applicable covenants as amended or supplemented from time to time;

(b) Any restrictions or limitations contained in any deed conveying the property constituting Common Areas to the Association;

(c) The right of the Board to adopt rules regulating the use and enjoyment of the Common Area, including rules restricting use of recreational facilities within the Common Area to occupants of Lots and their guests and rules limiting the number of guests who may use the Common Area;

(d) The right of the Board to suspend the right of an Owner to use recreational facilities within the Common Area (i) for any period during which any charge against such Owner's Lot remains delinquent, and (ii) for such longer period in the case of any continuing violation as may be provided in this Declaration, any applicable Supplemental Declaration, the Bylaws, or, rules of the Association;

(e) The right of the Association, acting through the Board, to dedicate or transfer all or any part of the Common Area pursuant to Section 4.8;

(f) The right of the Board to impose reasonable admission or other use fees for the use of any recreational facility situated upon the Common Area;

(g) The right of the Board to permit the exclusive, limited, or non-exclusive use of any Common Area or recreational facilities situated on the Common Area by persons other than Owners, their families, lessees, and guests;

(h) The right of the Association, acting through the Board, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(i) The rights of non-owner third parties to the non-exclusive use of portions of the Common Area and any recreational facilities located thereupon, at the discretion of Declarant, which may grant such rights from time to time on a permanent or temporary basis. Such rights may be created through licenses, easements, written permission, or any other means selected by Declarant.

Any Owner may extend his or her right of use and enjoyment to the members of his or her immediate family, and social invitees, subject to reasonable Board regulation.

Notwithstanding any other provision of this Declaration, the Declarant may retain ownership and control of certain or all of the areas marked as "Common Areas" on the Master Plan for a period of time after the Master Plan is recorded in the Register's Office for Warren County (and, later, possibly the Register's Office for Van Buren County) to allow Declarant to install roads, utilities, trails, structures, and other improvements in such Common Areas. Recordation of the Master Plan shall not be deemed to transfer title to, or control of, any Common Area to the Association, and title to a Common Area shall not pass to the Association until the Declarant records a deed conveying such title to the Association. During such periods after the initial and any amended Master Plans are recorded, but before such Common Areas are conveyed to the Association, Declarant may grant one or more easements to not-for-profit environmental associations restricting the later development and/or use of such Common Areas. During such periods, the Association shall have full access to, and use of, all such Common areas, subject to any reasonable temporary restrictions imposed by the Declarant relating to the safety of persons in construction areas or relating to protecting construction areas from damage or theft, and subject to the provisions of this Declaration relating to Common Areas. The Association shall reimburse the Declarant for any property taxes incurred by the Declarant on such Common Areas during such periods, and for the costs incurred by the Declarant during such periods in maintaining such Common Areas and insuring any portions of such Common Areas in which improvements have been completed. The Declarant shall convey title to each Common Area, free of any liens securing any indebtedness, within five (5) years from the date each such Common Area is first shown as a "common area" on the initial or any amended Master Plan. The obligation of Declarant to convey the Common Areas to the Association as provided in this Section shall run with the land, and the Association shall have the right to specific enforcement of this obligation in any court of competent jurisdiction.

2.2. "Special Recreational Parcels". Certain recreational facilities may hereafter be located within the Properties; but neither the Declarant nor the Association shall be obligated to construct any particular recreational facilities. Recreational facilities may include, without limitation, tennis courts, swimming pools, community buildings, and gazebos. A particular recreational facility may be designated as a Special Recreational Parcel in the deed conveying it to the Association or by action of the Board of Directors. The Board of Directors shall have the right to restrict or allow use of all or any portion of such facilities by Persons other than Owners and occupants of Lots within the Properties; provided, such Persons may be charged for such privilege of use and shall have no greater use rights than those extended to Owners and occupants of Lots.

The fees and assessments established by the Board for use of, or the rental payments charged by the Association pursuant to a lease of, these Special Recreational Parcel facilities may include such sums as the Board of Directors in the exercise of its business judgment deems sufficient to cover the estimated costs to be incurred by the Association for the operation, maintenance, repair, replacement, and insurance of such Special Recreational Parcel facilities, but rental payments need not be limited to such amounts. During the Class "B" Control Period, no Special Recreational Parcel facility shall be constructed that, as a result of construction and projected maintenance costs, is projected, by itself, to increase the Base Assessment by more than 50% (averaged over the 15-year period beginning on the projected completion date of such facility), without the approval of at least a majority of the Class "A" Members, provided that if a Special Assessment will be made in connection with such improvement, then such Special Assessment shall be added to the aggregate projected Base Assessments for such 15-year period for purposes of determining such average Base Assessment.

The Board, acting on behalf of the Association, may lease any Special Recreational Parcel to a commercial operator, or to the Declarant, or to any other appropriate entity, on such terms and

conditions as may be agreed to by the Board. During the Class "B" Control Period, the Class "B" Member shall have the right to execute and deliver an agreement (including a joint venture or other similar agreement) on behalf of the Association, with another Person for the construction, maintenance and operation of one or more recreational amenities on the Special Recreational Parcels.

There is hereby reserved to all authorized users of any Special Recreational Parcel an easement over the Common Areas of the Association for direct ingress and egress to and from such Special Recreational Parcel, subject to Board regulation.

ARTICLE III
ASSOCIATION FUNCTION, MEMBERSHIP AND VOTING RIGHTS

3.1. "Function of Association". The Association shall be the entity responsible for management, maintenance, operation and control of the Common Area within the Properties. The Association shall be the primary entity responsible for enforcement of this Declaration and such reasonable rules regulating use of the Properties as the Board may adopt. The Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in this Declaration and in the Use and Design Restrictions. The Association shall perform its functions in accordance with this Declaration, the Bylaws, the Charter and Tennessee law.

3.2. Membership. Every Owner shall be a Member of the Association. There shall be only one membership per Lot. If a Lot is owned by more than one Person, all co-Owners shall share the privileges and responsibilities of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 3.3 and in the Bylaws and Charter, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights and privileges of an Owner who is a natural person may be exercised by the Member or the Member's spouse. The membership rights of an Owner which is a corporation, partnership or other legal entity may be exercised by any officer, director, partner, or trustee, or by any other individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

3.3. Voting. The Association shall have two classes of membership, Class "A" and Class "B." The voting rights of the Class "A" Members and the Class "B" Member shall be set forth in the Bylaws and Charter.

(a) Class "A". Class "A" Members shall be all Owners except the Class "B" Member, if any. Class "A" Members shall have one equal vote for each Lot in which they hold the interest required for membership under Section 3.2, whether such lot is improved or unimproved, and whether such Lot has been combined with one or more additional Lots. There shall be only one vote per Lot.

(b) Class "B". The sole Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve or withhold approval of actions proposed under this Declaration and the Bylaws and Charter, are as specified elsewhere in this Declaration and the Bylaws and Charter. The Class "B" Member shall appoint a majority of the members of the Board during the Class "B" Control Period.

The Class "B" membership shall terminate upon the earlier of:

(i) upon termination of the Class "B" Control Period; or

(ii) when, in its discretion, the Declarant so determines and declares in a recorded instrument.

(c) Exercise of Voting Rights. In any situation in which a Member is entitled personally to exercise the vote for his Lot and there is more than one Owner of a particular Lot, the vote for such Lot shall be exercised as such co-Owners determine among themselves and advise the Secretary of the Association in writing prior to any meeting. Absent such advice, the vote for such Lot shall be suspended if more than one Person seeks to exercise it.

ARTICLE IV
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

4.1. Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall manage and control the Common Area and all improvements thereon (including, without limitation, furnishings, equipment, and common landscaped areas), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, consistent with this Declaration and the Community-Wide Standard.

4.2. Personal Property and Real Property for Common Use. The Association may acquire, hold, encumber, mortgage, license, pledge, sell, and otherwise dispose of tangible and intangible personal property and real property. Declarant may convey to the Association improved or unimproved real estate located within the Properties described in Exhibit "A", or subsequently annexed under Article XIII below, personal property, and leasehold and other property interests. Such property shall be accepted by the Association and thereafter shall be maintained as Common Area by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in the deed and all existing easements, encumbrances (excluding any liens securing any indebtedness) or other matters of record. Excluding improvements on Special Recreational Parcels, Declarant agrees not to build a conventional golf course or make any other extraordinary improvement to be maintained by the Association as a Common Area that is projected, by itself, to increase the Base Assessment by more than 50% (averaged over the 15-year period beginning on the date that the maintenance costs of such improvement would become a Common Expense) without the approval of at least a majority of the Class "A" Members.

4.3. Rules. The Association, through its Board, may make and enforce reasonable rules governing the use of the Properties, from time to time, so long as those rules and regulations are intended to benefit the Owners generally and do not discriminate unfairly against any particular Owner. In addition, the Association may further define, limit, and, where specifically authorized hereunder, create exceptions to those Covenants, Conditions, Easements and Restrictions set forth in this Declaration.

4.4. Enforcement. The Association may impose sanctions for violations of this Declaration, the Bylaws, or any duly adopted rules in accordance with procedures set forth in the Bylaws, including imposition of reasonable monetary fines and suspension of the right to vote as a Member and to use any recreational facilities within the Common Area. Without limitation, the Association may exercise self-help to cure violations, and may suspend any services it provides to the Lot of any Owner who is delinquent in paying any assessment or other charge due to the Association, all as provided in the Bylaws. The Board may seek relief in any court for any such violations or to abate nuisances. In all such instances, the Board shall be entitled to recover all enforcement costs incurred, including attorney's fees where such enforcement proceedings are brought against an Owner, the Association shall have a lien upon the Lot or Lots of such Owner to secure the payment of all obligations hereunder.

4.5. Implied Rights; Board Authority. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws or Charter, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in this Declaration, the Bylaws, the Charter, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

4.6. Governmental Interests. So long as the Declarant owns any property described in Exhibit "A", the Declarant may designate and/or dedicate sites within the Properties for utility and other public facilities. The sites may include Common Areas.

4.7. Indemnification. The Association shall indemnify every officer, director, and committee member against all expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member, subject to such limitations as are imposed by law, by the Bylaws or Charter, or by this Declaration.

The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may be obligated in their capacity as Members of the Association). The Association shall indemnify and forever hold each such officer, director, and committee member harmless from any and all liability to others on account of any such contract, commitment, or action. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate commercial general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

4.8. Dedication of Common Areas. The Association may dedicate portions of the Common Areas to Warren and Van Buren Counties, Tennessee, or to any other local, state, or federal governmental entity, provided that during the Class "B" Control Period, the prior written approval of Declarant will be a requirement for any dedication.

4.9. Security. THE ASSOCIATION MAY, BUT SHALL NOT BE OBLIGATED TO, MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN THE PROPERTIES DESIGNATED TO MAKE THE PROPERTIES SAFER THAN THEY OTHERWISE MIGHT BE. NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT, NOR ANY MEMBER, BOARD MEMBER, OFFICER, DIRECTOR, PARTNER, AGENT, CONTRACTOR, OR EMPLOYEE OF ANY OF THE FOREGOING, SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY OR PHYSICAL SAFETY WITHIN THE PROPERTIES, NOR SHALL ANY OF THEM BE HELD LIABLE FOR ANY LOSS, DAMAGE, INJURY OR DEATH SUFFERED BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR SAFETY MEASURES, OR BY REASON OF INEFFECTIVENESS OF SECURITY OR SAFETY MEASURES UNDERTAKEN. NO REPRESENTATION OR WARRANTY IS MADE THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM WILL BE INSTALLED OR, IF INSTALLED, CANNOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEMS OR SECURITY MEASURES UNDERTAKEN WILL IN ALL CASES PREVENT LOSS OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND COVENANTS TO INFORM ITS TENANTS THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, DECLARANT, AND ANY SUCCESSOR DECLARANT ARE

NOT INSURERS AND THAT EACH PERSON USING THE PROPERTIES ASSUMES ALL RISKS FOR LOSS, DAMAGE, OR INJURY TO PERSONS, TO LOTS AND TO THE CONTENTS OF LOTS RESULTING FROM ACTS OF THIRD PARTIES OR FROM USE, ENJOYMENT, OR CONDITION OF THE COMMON AREAS.

ARTICLE V
MAINTENANCE

5.1. Association's Responsibility. The Association shall maintain and keep in good repair the Area of Common Responsibility, which shall include, but need not be limited to:

(a) any and all landscaping and other flora, parks, signage, structures, and improvements, including any private streets, bike and pedestrian pathways/trails, situated upon the Common Area;

(b) any and all landscaping, sidewalks, street lights, and signage within public rights-of-way within or abutting the Properties, and landscaping and other flora within any public utility easements and conservation easements within the Properties (subject to the terms of any easement agreement relating thereto);

(c) such portions of any additional property included within any Area of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, or any contract or agreement for maintenance thereof entered into by the Association; and

(d) any property and facilities owned by the Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members, such property and facilities to be identified by written notice from the Declarant to the Association and to remain a part of the Area of Common Responsibility and be maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association.

There are hereby reserved to the Association easements over the Properties as necessary to enable the Association to fulfill such responsibilities.

The Association may maintain other property which it does not own, including, without limitation, publicly owned property and other property dedicated to public use, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense to be allocated among all Lots in the manner of and as a part of the Base Assessment, without prejudice to the right of the Association to seek reimbursement from the owner(s) of, or other person responsible for, certain portions of the Area of Common Responsibility pursuant to this Declaration, other recorded covenants, or agreements with the owner(s) thereof.

5.2. Owner's Responsibility. Each Owner shall maintain his or her Lot and all structures, parking areas, and other improvements comprising the Lot in a manner consistent with the Community-Wide Standard and all applicable covenants, at all times before, during and after construction of any improvements located thereon, unless such maintenance responsibility is otherwise assumed by or assigned to the Association pursuant to any Supplemental Declaration or other declaration of covenants applicable to such Lot. In addition to any other enforcement rights, if an Owner fails properly to perform his or her maintenance responsibility, the Association may

perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner in accordance with Section 9.6. The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation.

5.3. Builder's Responsibility. Each Builder shall maintain his or her Lot before, during, and after any construction activity performed thereon in a manner consistent with the Community-Wide Standard and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to the Association pursuant to any Supplemental Declaration or other declaration of covenants applicable to such Lot. In addition to any other enforcement rights, if a Builder fails properly to perform his or her maintenance responsibility, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Builder in accordance with Section 9.6. The Association shall afford the Builder reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation.

5.4. Standard of Performance. Maintenance, as used in this Article, shall include, without limitation, such repair and replacement as needed, as well as such other duties, which may include security measures or irrigation systems, as the Board may determine necessary or appropriate to satisfy the Community-Wide Standard. All maintenance shall be performed in a manner consistent with the Community-Wide Standard and all applicable covenants.

Notwithstanding anything to the contrary contained herein, the Association, and/or an Owner shall not be liable for property damage or personal injury occurring on, or arising out of the condition of, property which it does not own, unless and only to the extent that it has been negligent in the performance of its maintenance responsibilities applicable to such property.

ARTICLE VI
INSURANCE AND CASUALTY LOSSES

6.1. Association Insurance. The Association, acting through its Board or its duly authorized agent, shall obtain "all-risk" special form of loss property insurance, if reasonably available, for all insurable improvements on the Common Area and on other portions of the Area of Common Responsibility to the extent that it has assumed responsibility for maintenance, repair and/or replacement in the event of a loss. The Association shall have the authority to insure and shall have an insurable interest in insuring any privately or publicly owned property for which the Association has maintenance or repair responsibility. Such property shall include, by way of illustration and not limitation, any insurable improvements on or related to parks, rights-of-way, medians, easements, and walkways which the Association is obligated to maintain. If "all-risk" special form of loss coverage is not generally available at reasonable cost, then the Association shall obtain fire and extended coverage, including coverage for vandalism and malicious mischief. The face amount of the policy shall be sufficient to cover the full replacement cost of the insured property. The cost of such insurance shall be a Common Expense to be allocated among all Lots subject to assessment as part of the annual Base Assessment.

The Association also shall obtain a commercial general liability policy or comparable coverage on the Area of Common Responsibility, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, the commercial general liability policy shall initially have at least a $1,000,000.00 combined single limit as respects bodily injury and property damage and at least a $3,000,000.00 limit per occurrence and in the aggregate.

The policies may contain a reasonable deductible which shall not be subtracted from the face amounts of the policies in determining whether the insurance at least equals the required coverage. In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard as provided in the Bylaws and Charter, that the loss is the result of the negligence of willful conduct of one or more Owners or occupants, then the Board may specifically assess the full amount of such deductible against the Lot of such Owner or occupant.

All insurance coverage obtained by the Association shall:

(a) be written with a company authorized to do business in Tennessee which holds a Best's rating of A or better and is assigned a financial size category of IX or larger as established by A.M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating which is available;

(b) be written in the name of the Association. Policies on the Common Area shall be for the benefit of the Association and its Members.

(c) vest in the Board exclusive authority to adjust losses; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss;

(d) not be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees; and

The Board shall use reasonable efforts to secure insurance policies containing endorsements that:

(a) waive subrogation as to any claims against the Association's Board, officers, employees, and its manager, the Owners and their tenants, servants, agents, and guests;

(b) waive the insurer's rights to repair and reconstruct instead of paying cash;

(c) preclude cancellation, invalidation, suspension, or non-renewal by the insurer on account of any one or more individual Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure;

(d) exclude individual Owners' policies from consideration under any "other insurance" clause; and

(e) require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

The Association shall also obtain, as a Common Expense, worker's compensation insurance and employer's liability insurance, if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, and flood insurance, if advisable.

The Association also shall obtain, as a Common Expense, a fidelity bond or bonds, if generally available at reasonable cost, covering all persons responsible for handling Association funds. The Board shall determine the amount of fidelity coverage in its best business judgment but, if reasonably available, shall secure coverage equal to not less than one-sixth of the annual Base

Assessments on all Lots plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification or non-renewal.

The Association shall arrange for an annual review of the sufficiency of insurance coverage by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Warren and Van Buren County, Tennessee areas. The Board may increase the types and amounts of property and liability insurance coverage permitted or required hereunder from time to time, without vote of the Members.

6.2. Owners Insurance. By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Association to carry "all-risk" special form of loss property insurance on his, her, or its Lot(s) and structures thereon providing full replacement cost coverage less a reasonable deductible.

Each Owner further covenants and agrees that in the event of damage to or destruction of structures on his, her, or its Lot, he, she, or it shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration and the Use and Design Restrictions. Alternatively, the Owner shall clear the Lot of all debris and ruins and maintain the Lot in a neat and attractive, landscaped condition consistent with the Community-Wide Standard. The Owner shall pay any costs which are not covered by insurance proceeds.

6.3. Damage and Destruction.

(a) Immediately after damage or destruction to all or any part of the Properties covered by insurance written in the name of the Association, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

(b) Any damage to or destruction of the Common Area shall be repaired or reconstructed unless the Members representing at least seventy-five percent (75%) of the total Class "A" votes in the Association and the Class "B" Member, if any, decide within sixty (60) days after the loss not to repair or reconstruct.

If either the insurance proceeds or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not available to the Association within such sixty (60) day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.

(c) If determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and maintained by the Association, in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

6.4. Disbursement of Proceeds. Any insurance proceeds remaining after paying the costs of repair or reconstruction of any Area of Common Responsibility, or after such settlement as is

necessary and appropriate, shall be retained by and for the benefit of the Association, and placed in a capital improvements account.

6.5. Repair and Reconstruction. If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board of Directors shall, without a vote of the Members, levy Special Assessments against those Lot Owners responsible for the premiums for the applicable insurance coverage under Section 6.1.

ARTICLE VII
NO PARTITION

Except as permitted in this Declaration, there shall be no judicial partition of the Common Area. No Person shall seek any judicial partition unless the Properties or such portion thereof have been removed from the provisions of this Declaration. This Article shall not prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring and disposing of real property which may or may not be subject to this Declaration.

ARTICLE VIII
CONDEMNATION

If any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Members representing at least two-thirds of the total Class "A" votes in the Association and the Class "B" member, if any), by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within sixty (60) days after such taking the Class "B" member, if any, and Members representing at least two-thirds of the total Class "A" votes in the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Section 6.4 and Section 6.5 regarding funds for the repair of damage or destruction shall apply.

If the taking does not involve any improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE IX
ASSESSMENTS

9.1. Creation of Assessments. The Association is hereby authorized to levy assessments against each Lot for Association expenses as the Board may specifically authorize from time to time. There shall be three types of assessments for Association expenses: (a) Base Assessments to fund Common Expenses for the general benefit of all Lots; (b) Special Assessments as described in Section 9.5; and (c) Specific Assessments as described in Section 9.6. Each Owner, by accepting a deed or entering into a recorded contract of sale of any portion of the Properties is deemed to covenant and agree to pay these assessments. Notwithstanding anything herein to the contrary, the Properties shall include a Lot originally conveyed by Declarant to the F.C. Boyd, Jr. and Thelma Boyd Revocable Trust, comprising approximately three acres, and known as the "Overton Lodge" ("Boyd Property"). So long as the Boyd Property remains owned by said trust and at least one of Susan

Greene, Carol J. Boyd, or F.C. Boyd III remains a trustee of said trust, then the trust shall not be responsible for payment of any Member assessments, including any such assessments as are described in this paragraph.

All assessments, together with interest from the due date of such assessment at the rate set forth below (not to exceed the highest rate allowed by Tennessee law), late charges, costs, and reasonable attorneys' fees, shall be a charge and continuing lien upon each Lot against which the assessment is made until paid, as more particularly provided in Section 9.8. Each such assessment, together with interest, late charges, costs, and reasonable attorney's fees, also shall be the personal obligation of the Person who was the Owner of such Lot at the time the assessment arose. Any assessments due and payable by an Owner to the Association pursuant to this Declaration which has not been paid within thirty (30) days from its due date shall be assessed a late charge in the amount of ten percent (10%) of the delinquent amount. The late charge is agreed to be a reasonable charge to cover the additional administrative expenses incurred in connection with processing the claim for payment. In addition, any such assessments not paid within thirty (30) days of their due date shall bear interest thereafter at the lesser of twelve percent (12%) per annum or the maximum lawful rate. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance. However, no first priority Mortgagee who obtains title to a Lot by exercising the remedies provided in its Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

Assessments shall be paid in such manner and on such dates as the Board may establish. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, the Base Assessment shall be due and payable in advance on the first day of each fiscal year based upon estimated Common Expenses for that year. The Association shall calculate the actual Common Expenses for each fiscal year as soon as possible after the end of each fiscal year. To the extent that Owners have paid more than their respective shares of the Common Expenses, such Owners shall receive a credit towards their share of Common Expenses for the next year. To the extent that Owners have not paid their full share of the actual Common Expenses for the fiscal year just ended, the Owners shall pay the balance remaining within thirty (30) days after the receipt of a statement for such amount from the Association. If any Owner is delinquent in paying any assessments or other charges levied on his Lot, the Board may require any unpaid installments of all outstanding assessments to be paid in full immediately.

The Association shall, upon request, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

If two (2) or more Lots are combined, the Owner of said Lots shall remain liable for the individual assessment due on each Lot without regard to such Lot combination.

No Owner may exempt himself, herself, or itself from liability for assessments, by nonuse of Common Area, abandonment of a Lot, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any action it takes.

The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services, materials, or a combination of services and materials with the Declarant or other persons for payment of Common Expenses.

9.2. Declarant's Obligation for Assessments. Declarant shall pay the same assessment on any Lots owned by Declarant that is paid by all other Members owning Lots. Any individual partners of Declarant who become Owners of Lots will become Class "A" Members and will be subject to all applicable assessments imposed upon their respective lots.

9.3. Computation of Base Assessment. At least ninety (90) days before the beginning of each fiscal year, the Board shall prepare a budget covering the estimated Common Expenses during the coming year, including a capital contribution to establish a reserve fund in accordance with a budget separately prepared as provided in Section 9.4.

The Base Assessment shall be levied equally against all Lots owned by Class "A" Members and shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses, including reserves. In determining the level of assessments, the Board, in its discretion, may consider other sources of funds available to the Association. In addition, the Board shall take into account the number of Lots subject to assessment under Section 9.7 on the first day of the fiscal year for which the budget is prepared and the number of Lots reasonably anticipated to become subject to assessment during the fiscal year.

The Board shall send a copy of the budget and notice of the amount of the Base Assessment for the following year to each Owner at least sixty (60) days prior to the beginning of the fiscal year for which it is to be effective. Such budget and assessment shall become effective unless disapproved at a meeting by Members representing at least seventy-five (75%) of the total Class "A" votes in the Association and by the Class "B" Member, if such exists. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in Section 2.2.1 of the Bylaws, which petition must be presented to the Board within thirty (30) days after delivery of the notice of assessments.

If the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year.

9.4. Reserve Budget and Capital Contribution. The Board shall annually prepare reserve budgets which take in to account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to amount and timing by annual Base Assessments over the budget period.

9.5. Special Assessments. In addition to other authorized assessments, the Association may levy Special Assessments from time to time against all Lot Owners to cover unbudgeted expenses or expenses in excess of those budgeted. Except as otherwise specifically provided in this Declaration, any Special Assessment shall require the affirmative vote or written consent of Owners representing at least fifty-one percent (51%) of the total votes allocated to Lots which will be subject to such Special Assessment, and the affirmative vote or written consent of the Class "B" Member, if such exists. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

9.6. Specific Assessments. The Board shall have the power to levy Specific Assessments against a particular Lot or Lots constituting less than all Lots within the Properties other than those owned by the Class "B" Member, as follows:

(a) to cover the costs, including overhead and administrative costs, of providing benefits, items, or services to the Lot or occupants thereof upon request of the Owner pursuant to a menu of special services which the Board may from time to time authorize to be offered to Owners (which might include, without limitation, landscape maintenance, handyman service, pool cleaning, pest control, etc.), which assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Owner; and

(b) to cover costs incurred in bringing the Lot into compliance with the terms of this Declaration, any applicable Supplemental Declaration, the Bylaws or rules, or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their licensees, invitees, or guests; provided, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing before levying in Specific Assessment under this subsection (b).

9.7. Date of Commencement of Assessments. The obligation to pay assessments shall commence as to each Lot on the first day of the month following: (a) the month in which the Lot is made subject to this Declaration, or (b) the month in which the Board first determines a budget and levies assessments pursuant to this Article, whichever is later. The first annual Base Assessment levied on each Lot shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Lots.

9.8. Lien for Assessments. All assessments authorized in this Article shall constitute a lien against the Lot against which they are levied until paid. The lien shall also secure payment of interest, late charges (subject to the limitations of Tennessee law), and costs of collection (including attorneys' fees). Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. The Association may enforce such lien, when delinquent, by suit, judgment, and judicial foreclosure.

The Association may bid for the Lot at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Lot. While a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association. The Association may sue an Owner for unpaid Common Expenses and costs without foreclosing or waiving the lien securing the same.

The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. However, the sale or transfer of any Lot pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such assessments due prior to such sale or transfer. A Mortgagee or other purchaser of a Lot who obtains title pursuant to foreclosure of the Mortgage shall not be personally liable for assessments on such Lot due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Lots subject to assessment under Section 9.7, including such acquirer, its successors and assigns.

9.9. Failure to Assess. Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time the Association may retroactively assess any shortfalls in collections.

9.10. Capitalization of Association. Upon acquisition of record title to a Lot by the first Owner thereof other than the Declarant or a Builder, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to one-half of the annual Base Assessment per Lot for that year. This amount shall be in addition to, not in lieu of, the annual Base Assessment and shall not be considered an advance payment of such assessment. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to the terms of this Declaration and the Bylaws and Charter.

9.11. Exempt Property. The following property shall be exempt from payment of Base Assessments and Special Assessments:

(a) all Common Area;

(b) any property dedicated to and accepted by any governmental authority or public utility; and

(c) any property held by a conservation trust or similar nonprofit entity as a conservation easement, except to the extent that any such easement lies within the boundaries of a Lot which is subject to assessment under Section 9.7 (in which case the Lot shall not be exempted from assessment).

ARTICLE X
USE AND DESIGN RESTRICTIONS

10.1. Plan of Development; Applicability; Effect. Declarant has created Overton Retreat Residential Community as a residential, and recreational development and, in furtherance of its and every other Owners interest, and has established a general plan of development for Overton Retreat Residential Community as a master planned community. The Properties are subject to land development, architectural, and design guidelines as set forth in this Article X.

All provisions of this Declaration and of any Association rules shall also apply to all occupants, tenants, guests and invitees of any Lot.

Declarant is promulgating its general plan of development in order to protect all Owners' quality of life and collective interests, the aesthetics and environment within the Properties, and the vitality of and sense of community within Overton Retreat Residential Community, all subject to the ability of the Board and the Members to respond to changes in circumstances, conditions, needs, and desires within the master planned community.

10.2. Board Power. Subject to the terms of this Article X and to its duty of care and undivided loyalty to the Association and its Members, the Board shall implement and manage the Use and Design Restrictions through rules which adopt, modify, cancel, limit, create exceptions to, or expand the Use and Design Restrictions. Prior to any such action, the Board shall conspicuously publish notice of the proposal at least thirty (30) days prior to the Board meeting at which such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to action being taken.

The Board shall send a copy of any proposed new rule or amendment to each Owner at least thirty (30) days prior to its effective date.

The Board shall have all powers necessary and proper, subject to its exercise of sound business judgment and reasonableness, to effect the powers contained in this Section 10.2.

10.3. Members' Power. The Members, at a meeting duly called for such purpose as provided in Bylaws Section 2.2.1, may adopt, repeal, modify, limit, and expand Use and Design Restrictions and implementing rules by a vote of two-thirds (2/3) of the total Class "A" votes and the approval of the Class "B" Member, if any.

10.4. Owners' Acknowledgment. The Owners hereby acknowledge that each Lot is subject to the Use and Design Restrictions contained herein and that (a) their ability to use their privately owned property is limited thereby, and (b) the Board and/or the Members may add, delete, modify, create exceptions to, or amend the Use and Design Restrictions in accordance with Section 10.2, and Section 10.3.

10.5. Architectural Review Committee. The Board shall establish an Architectural Review Committee and shall delegate to the committee the authority to adopt and administer architectural standards, architectural approvals, use restrictions, and general aesthetic concerns related to improvements constructed on any Lot, all as more particularly set forth in the following provisions and in the Use and Design Guidelines in effect from time to time.

10.5.1. Designation of Architectural Review Committee. The Association shall have an Architectural Review Committee which shall consist of not less than three (3) nor more than five (5) members who shall be natural persons. The members of the Architectural Review Committee shall be appointed by the Declarant and be subject to removal at any time by the Declarant until the termination of the Class "B" membership, and thereafter by the Association's Board of Directors. The Architectural Review Committee shall designate an individual as its Secretary, and all communications with the Architectural Review Committee shall be conducted through the Secretary. The Architectural Review Committee may employ an architect, engineer or other qualified individual to assist in the technical review of plans for the account of the Architectural Review Committee.

10.5.2. Function of Architectural Review Committee. No improvement or structure of any kind, including, without limitation, any single family residence, building, walkway, driveway, garage, deck, gazebo, fence, wall, enclosure, sign, utility line, landscaping, regrading, tree removal, swimming pool, recreational structure, external lighting or any other improvement or alteration of any kind whatsoever (any one of which shall be referred to herein as an "Improvement") shall be commenced, installed, constructed, placed, replaced, or erected upon any Lot, or modified or altered in exterior appearance until the plans therefor (the "Plans") shall have been submitted to and approved in writing by the Architectural Review Committee, which shall determine in its sole discretion whether or not the proposed Improvements, and all features thereof, are acceptable to the Architectural Review Committee and are compatible with other Improvements constructed within the development. The Architectural Review Committee shall be the sole judge and arbiter of such acceptability and compatibility. The judgment of the Architectural Review Committee shall be based solely on the architectural merit of the Plans, in light of then current architectural requirements and the architectural integrity of the Properties as a whole. Personal or financial hardship shall not be considered as a basis for granting architectural approval.

10.5.3. Architectural Guidelines. In carrying out the functions of the Architectural Review Committee, and in order to insure uniformity of quality of the Improvements located within the Properties, the Architectural Review Committee has prepared, and shall make available to all Lot Owners, a statement of Architectural Guidelines which shall be observed in the construction of all Improvements within the Properties (the "Architectural Guidelines"). The Architectural Guidelines shall not govern the appearance of interior spaces of structures not visible from the exterior of such structures. The Architectural Guidelines shall be included

in by reference, and made a part of, the Use and Design Restrictions in force from time to time. The Declarant and, after the termination of the Class "B" membership, the Association, reserves the right to modify and amend the Architectural Guidelines from time to time as it deems appropriate based upon changes and innovations in construction methods and techniques, and other relevant considerations.

10.5.4. Improvement Plans. Any Owner desiring to construct Improvements, or to modify existing Improvements, upon any Lot shall first have the Plans prepared for such Improvements, which shall be prepared by a qualified individual, and shall include, as a minimum, the following:

(a) A plot plan drawn on a scale of one inch equals twenty (20) feet, or larger, reflecting the following information:

(i) A survey of the Owner's Lot showing the dimensions of the Lot and Lot area, the location of any utilities crossing the lot, and an electronic file copy of plans in AutoCAD format, including adequate topographical data, which may require further refinement and/or indexing by the surveyor. Upon request, the Association will make available any existing copies of surveys of such Lot, which may be in electronic format.

(ii) The relationship of the proposed Improvement to each side Lot line, to the rear property line and to the front property line;

(iii) If the Improvement involves an addition to an existing building, the addition shall be shown in a shaded area with the existing building left unshaded;

(iv) Finished floor elevations of the first floor, garage and basement, if any, of all Improvements;

(v) Any detached structures, walls and/or fences on the site (Note: in general, walls and/or fences shall be allowed for safety purposes only and shall require the approval of Declarant during the Class "B" Control Period.);

(vi) A landscaping plan of the entire Lot, including all driveways, sidewalks and terraces;

(vii) A complete tree/brush cutting and clearing plan, showing each tree to be cut or trimmed (and all trees to be cut shall be marked with surveying tape for inspection); and

(viii) Such other information as may be necessary to evidence compliance by the Plans with the Architectural Guidelines.

(b) All floor plans indicating existing walls, and, if the plans are for an addition or modification to an existing building, indicating any walls to be removed and any proposed walls to be installed. All floor plans shall be one quarter inch scale or larger, to scale, and adequately dimensioned.

(c) Elevation drawings of all sides of any new structure included within the Improvement, together with the overall height of any new buildings to be constructed, and together with all exterior building materials and color schemes.

(d) A completed application form in such form and detail as is required by the Architectural Review Committee from time to time.

10.5.5. Preliminary Submission. In the course of the preparation of the Plans, the Owner shall first submit a preliminary site plan ("Preliminary Site Plan") disclosing the proposed location of all Improvements to be placed upon the Lot, which shall be reviewed by the Architectural Review Committee and either approved or disapproved by it within thirty (30) days after its receipt of the Preliminary Site Plan in the sole discretion of the Architectural Review Committee. If the Preliminary Site Plan is approved by the Architectural Review Committee, the Owner shall proceed with the completion of the Plans. If, on the other hand, the Preliminary Site Plan is disapproved, the Owner shall cause such modifications to be made to the same as shall be necessary in order to obtain the approval of the Architectural Review Committee. Once the Preliminary Site Plan has been approved by the Architectural Review Committee, it shall be followed in the development of the Owner's Plans for the Improvement of the Lot.

10.5.6. Submission of Plans. The Owner shall then submit the Plans for the proposed Improvement to the Secretary of the Architectural Review Committee. The Architectural Review Committee shall use its best efforts to complete the examination of the Plans within thirty (30) days after the date on which the Plans are referred to the Secretary. If the Architectural Review Committee shall determine that the Plans do not comply with the Architectural Guidelines, the Plans shall be returned to the Owner for revision, without consideration by the Architectural Review Committee. If the Owner shall desire to have the Plans revised to comply with the Architectural Guidelines, he may do so and resubmit the same to the Secretary for review again by the Architectural Review Committee.

Upon the determination by the Architectural Review Committee that the proposed Improvement(s) complies with the Architectural Guidelines and other applicable restrictions set forth in this Declaration and the attached Use and Design Restriction, the Plans shall be referred to the Architectural Review Committee which shall review the same for their architectural and aesthetic approval and for their compatibility with the Properties overall and with the community at large. The Architectural Review Committee shall certify its approval or disapproval of the Plans to the Owner within fifteen (15) days after its receipt of the Plans from the Architectural Review Committee. The Architectural Review Committee may grant or withhold its approval of the Plans in its sole discretion. The Architectural Review Committee's approval of the Plans for any Improvement shall be effective for a period of three (3) years only and if construction of the proposed Improvement shall not have commenced within that time period, the approval shall no longer be valid.

The Architectural Review Committee may impose a reasonable charge to defray its expenses in the consideration of any submission or resubmission of the Plans for any proposed Improvement.

10.5.7. Construction of Improvements. If the Architectural Review Committee approves the Plans, the Owner shall construct the Improvements in conformity with the same. Actual construction shall be the responsibility of the Owner and shall be commenced before the expiration of the Architectural Review Committee's approval. Upon the completion of construction of the Improvements, however, and prior to occupancy, the Owner shall notify the Architectural Review Committee which shall have the Improvements inspected by the

Architectural Review Committee to insure that construction was completed in accordance with the Plans. If construction has not been carried out in accordance with the Plans, or if changes in the Plans have been made without the approval of the Architectural Review Committee, occupancy of the Improvements shall be delayed until the necessary corrections are made or the Plans, as modified, are approved; provided, nevertheless, that if the Owner shall fail to make the necessary corrections, or to have the Plans, as modified, approved within ninety (90) days after the date on which the Owner is notified that the Improvements have not been constructed in accordance with the approved Plans, the Declarant, or the Association, after the termination of the Class "B" Memberships, may, at its option, make the necessary corrections, or remove the Improvement in question, at the expense of the Owner.

10.5.8. Limited Effect of Approval of Plans. The approval of the Architectural Review 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 or 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 Architectural Review Committee, the Declarant, 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 Declarant, the Architectural Review Committee, or to the Association in the event that any such construction shall subsequently prove to be defective.

10.5.9. Legal Requirements. It shall be the responsibility of each owner to insure that his or her proposed Plans comply with all applicable legal requirements. Without limitation, all Plans will be subject to the applicable building codes of the county or counties in which the Lot is located, federal building and life safety codes, and all other local, state, and federal requirements. Approval by the the Architectural Review Committee, and/or the Association does not certify compliance with applicable laws nor exempt any Owner from any provisions from any applicable laws.

ARTICLE XI
EASEMENTS

11.1. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Lot and any adjacent Common Area and between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, occupant, or the Association.

11.2. Easements for Utilities, Trails Etc. There are hereby reserved unto Declarant, so long as the Declarant owns any of the Properties, the Association, and the designees of each (which may include, without limitation, Warren and Van Buren Counties, Tennessee and any public or private utility company, but only under and to the extent of the express terms of this Declaraton and any recorded easements in their favor granted by Declarant, so long as Declarant owns any of the

Properties, and thereafter by the Association) permanent access, construction and maintenance easements upon, across, over, and under all of the Properties to the extent reasonably necessary for the purpose of installing, replacing, repairing, and maintaining cable systems, fiber optic systems, master television antenna systems, security and similar systems, roads, walkways, bicycle pathways, trails, ponds, wetlands, drainage systems, street lights, signage, and all utilities and communication systems, including, but not limited to, water, sewers, meter boxes, telephone, gas, and electricity, and for the purpose of installing any of the foregoing on property which it owns or within permanent easements designated for such purposes on recorded plats of the Properties. These easements shall not entitle the holders to construct or install any of the foregoing systems, trails, facilities, or utilities over, under or through any existing dwelling on a Lot, and any collateral damage to a Lot resulting from the exercise of any of these easements shall promptly be repaired by, and at the expense of, the Person exercising the use of the easement. The use of these easements shall not unreasonably interfere with the use of any Lots. Except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

Declarant specifically grants to the local water supplier, electric company, telephone company, and natural gas supplier easements across the Properties for ingress, egress, installation, reading, replacing, repairing, and maintaining utility meters and boxes used for Lots and Common Areas.

11.3. Easements for Cross-Drainage. Every Lot and the Common Area shall be burdened with easements for natural drainage of storm water runoff from other portions of the Properties; provided, no Person shall alter the natural drainage on any Lot so as to materially increase the drainage of storm water onto adjacent portions of the Properties without the consent of the Owner of the affected property.

11.4. Right of Entry. The Association shall have the right, but not the obligation, to enter upon any Lot for emergency, security, and safety reasons, to perform maintenance pursuant to Article V hereof, and to inspect for the purpose of ensuring compliance with this Declaration, any Supplemental Declaration, the Bylaws, and rules, which right may be exercised by any member of the Board, the Association, officers, agents, employees, and managers, and all policeman, firemen, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter upon any Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Board, but shall not authorize entry into any single family detached dwelling without permission of the Owner, except by emergency personnel acting in their official capacities.

11.5 Other Easements. No Owner of any Lot may create or grant any easement or any other property right which would or might encumber such Lot without the prior written approvals of the Board and, so long as the Declarant owns any Lot, the Declarant, in the sole discretion of each of said parties.

11.6 Utility Lines. Primary electric service and a water line with a meter are being supplied to the edge of the road next to each Lot. In most cases, the electric and water supply lines are positioned at the common border of two adjoining Lots. Owners will be required to run underground electric and water lines from the edge of the road to the Improvements on each Lot at the Owner's expense, including furnishing and installing a transformer to reduce the electric voltage from the primary service voltage to residential service voltage ("secondary service"). On certain Lots, the distance from the designated building site on such Lot to the edge of the road exceeds the maximum distance that secondary service can be run. In such cases, the primary service must be extended to a point where the primary service voltage can be reduced to secondary service. Without

limiting other provisions of this Declaration relating to utility lines, it is intended that the Architectural Review Committee will require that utility lines connecting the Improvements on such Lots to the source of electricity at the edge of the road shall be constructed along or near the side boundary line of a given Lot, in such location as the Architectural Review Committee may approve in writing, such that the transformer reducing the primary service voltage to secondary service can serve both such Lot and the adjoining Lot. Any Owner who subsequently constructs improvements on the adjoining Lot shall have a permanent easement to connect to the utility line at such transformer, provided that such Owner shall pay to the Owner who constructed the utility line (or such Owner's successor) one-half of all verified construction costs of installing the original primary service utility line and transformer (without interest). If the two Owners cannot agree upon the amount of the required payment, the payment due shall be determined by the Board upon the request of either party, and the Board's determination shall be final.

ARTICLE XII
MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders, insurers and guarantors of first priority Mortgages on Lots in the Properties. The provisions of this Article apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

12.1. Notices of Action. An institutional holder, insurer, or guarantor of a first priority Mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessments or charges owed by a Lot subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Declaration or Bylaws relating to such Lot or the Owner or Occupant which is not cured within sixty (60) days. Notwithstanding this provision, any holder of a first Mortgage is entitled to written notice upon request from the Association of any default in the performance by an Owner of a Lot of any obligation under the Declaration or Bylaws which is not cured within thirty (30) days;

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

(d) Any proposed action which would require the consent of a specified percentage of Eligible Holders.

12.2. Other Provisions for First Lien Holders. To the extent possible under Tennessee law:

(a) Any restoration or repair of the Area of Common Responsibility after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with this Declaration and the original plans and specifications, unless the approval of other action is obtained from the Eligible Holders of first Mortgages on Lots as to which at least fifty-one percent (51%) of the votes of Lots subject to Mortgages held by such Eligible Holders are allocated.

(b) Any election to terminate the Association after substantial destruction or a substantial taking in condemnation shall require the approval of the Eligible Holders of first

Mortgages on Lots as to which at least fifty-one percent (51%) of the votes of Lots subject to Mortgages held by such Eligible Holders are allocated.

12.3. Amendments to Documents. The following provisions shall govern amendments to the constituent documents or termination of the Association, subject to the provisions of Section 12.2(a) and (b).

(a) The consent of Members representing at least two-thirds (2/3) of the Class "A" votes and of the Class "B" Member, if any, and the approval of the Eligible Holders of first Mortgages on Lots to which at least two-thirds (2/3) of the votes of Lots subject to a Mortgage appertain, shall be required to terminate the Association.

(b) The consent of Members representing at least two-thirds (2/3) of the Class "A" votes and of the Class "B" member, if any, and the approval of Eligible Holders of first Mortgages on Lots to which at least fifty-one percent (51%) of the votes of Lots subject to a Mortgage appertain, shall be required to amend any provisions of the Declaration, the Bylaws, or the Charter, or to add any material provisions thereto, in a manner which establishes, provides for, governs, or regulates any of the following:

(i) voting;

(ii) assessments, assessment liens, or subordination of such liens;

(iii) reserves for maintenance, repair, and replacement of the Common Area;

(iv) insurance or fidelity bonds;

(v) responsibility for maintenance and repair of the Properties;

(vi) boundaries of any improved Lot subject to a Mortgage;

(vii) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his or her Lot;

(viii) establishment of self-management by the Association where professional management has been required by an Eligible Holder as a matter of right; or

(ix) any provisions included in the Declaration, the Bylaws, or the Charter which are for the express benefit of holders, guarantors, or insurers of first Mortgages on Lots.

12.4. No Priority. No provision of this Declaration or the Bylaws or Charter gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

12.5. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

12.6. Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of its respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may record an amendment to this Article to reflect such changes. Likewise, should the provisions of this Article fail to satisfy any existing requirements of

the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, from time to time, the Board, without approval of the owners, may record an amendment to this Article to bring this Article into conformity with such requirements.

12.7. Applicability of Article XII. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, the Bylaws, the Charter, or Tennessee law for any of the acts set out in this Article.

12.8. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested, by nationally recognized courier service, or by confirmed facsimile or electronic transmission.

ARTICLE XIII
DECLARANT'S RIGHTS

Any or all of the special rights and obligations of the Declarant set forth in this Declaration or the Bylaws or Charter may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration or the Bylaws or Charter. No such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the land records of Warren and Van Buren Counties, Tennessee.

So long as construction and first-time sales of Lots shall continue, the Declarant and Builders authorized by Declarant may maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Lots, including, but not limited to, business offices, signs, model lots, and sales offices. The Declarant and authorized Builders shall have easements for access to and use of such facilities.

No Person shall record any declaration of covenants, conditions, easements, restrictions, or similar instrument affecting any portion of the Properties without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect, unless subsequently approved by recorded consent signed by the Declarant.

At anytime and from time to time during the Class "B" Control Period, Declarant may annex additional real property into the Overton Retreat Residential Development by an amendment to this Declaration signed only by Declarant and duly recorded in the land records of Warren and Van Buren counties, Tennessee. Upon recordation of such an amendment, such additional property shall be included within the definition of Properties herein and shall be subject to all the terms and provisions of this Declaration, the Bylaws, the Charter, the Use and Design Restrictions, and any rules established for the Properties from time to time, all as amended from time to time. All land annexed as described above shall be considered "Properties" for all purposes of this Declaration effective as of the date of annexation.

Declarant, or an affiliate of Declarant, may also acquire additional real property adjacent to the Overton Retreat Residential Development (hereafter "Additional Properties") which may not be annexed to the Properties. Subject to the terms of this Declaration, Declarant hereby reserves for the benefit of the owners of the Additional Properties, a non-exclusive permanent easement for access upon, across and over all of the roads and Common Area (including the right to use any amenities and utility lines located thereon as if Owners hereunder) within the Overton Retreat

Residential Development. Declarant (or, after the expiration of the Class "B" Control Period the Board) shall have the right, but not the obligation to charge the owners of the Additional Properties equitable amounts in consideration for the rights to use the amenities located on the Common Area. Such amounts shall be payable to the Association. Further, Declarant reserves a permanent easement across the Properties for the purpose of installation and connection of any water, electric, telephone, cable, fiber optic, natural gas, or other utility or telecommunication lines located on the Properties to the Additional Properties. Without limitation, Declarant intends to hold certain adjacent property for investment purposes or for personal use and may eventually license or donate such property to Montgomery Bell Academy for recreational purposes. In any such event, Declarant reserves the right to establish such cross easements upon the adjacent properties as Declarant deems appropriate, and the Association shall join in such cross easements for the purpose of establishing easements over the Common Area.

This Article may not be amended without the written consent of the Declarant. Except for the easements established by this Declaration, which shall be permanent and shall run with the land, the rights contained in this Article shall terminate upon the earlier of (a) forty (40) years from the date this Declaration is recorded, or (b) upon the date on which the Declarant no longer owns any portion of the Properties, including any Properties annexed hereunder.

ARTICLE XIV
GENERAL PROVISIONS

14.1. Term. This Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors, and assigns, for a term of ninety (90) years from the date this Declaration is recorded. After such time, this Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by at least seventy-five percent (75%) of the then Owners, has been duly recorded in the land records for Warren and Van Buren counties, Tennessee, within the year preceding each extension, agreeing to amend, in whole or in part, or terminate this Declaration, in which case this Declaration shall be amended or terminated as specified therein.

14.2. Amendment.

(a) By Declarant. Until termination of the Class "B" Control Period, Declarant may unilaterally amend this Declaration for any purpose so long as any amendment does not unduly discriminate against any particular Owner without the prior written consent of such Owner. Without limitation, the Declarant may unilaterally amend this Declaration if such amendment is (i) necessary to bring any provision into compliance with any applicable governmental statutes, rule, regulation, or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance company to issue title insurance coverage on the Lots; (iii) required by an institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable it to make, purchase, insure or guarantee mortgage loans on the Lots; or (iv) otherwise necessary to satisfy the requirements of any governmental agency. However, any such amendment shall not adversely affect the title to any Lot, unless the Owner shall consent thereto in writing.

(b) By Owners. Otherwise, except as specifically provided herein, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing seventy-five percent (75%) of the total Class "A" votes in the Association and with the

consent of the Declarant, so long the Declarant owns any portion of the Properties or has an option to subject additional property to this Declaration pursuant to Article XIII. In addition, the approval requirements set forth in Article XII hereof shall be met if applicable.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause of this Declaration shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(c) Validity and Effective Date of Amendments. Amendments to this Declaration shall become effective upon recordation in the land records of Warren and Van Buren Counties, Tennessee, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

If an Owner consents to any amendment to this Declaration or the Bylaws or Charter, it will be conclusively presumed that such Owner has the authority so to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege.

14.3. Severability. Invalidation of any provision of this Declaration, in whole or in part, or any application of a provision of this Declaration by judgment or court order shall in no way affect other provisions or applications.

14.4. Perpetuities. If any of the covenants, conditions, easements, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation, of the rule against perpetuities, then such provisions shall continue only for ninety (90) years from the date of this Declaration, or for such longer period as may be authorized from time to time by applicable law.

14.5. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of fifty-one percent (51%) of the Owners and the Board. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments as provided in Article IX; (c) proceedings involving challenges to ad valorem taxation; or (d) counterclaims and mandatory third party claims brought by the Association in proceedings instituted against it. This Section shall not be amended, unless such amendment is approved by the percentage of votes and pursuant to the same procedures, necessary to institute proceedings as provided above.

14.6. Use of the Words "Overton Retreat Residential Community". No Person shall use the words "Overton Retreat Residential Community" or any derivative or any other term which Declarant may select as the name of this development or any component thereof in any printed or promotional material without the Declarant's prior written consent. However, Owners may use the words "Overton Retreat Residential Community" in printed or promotional matter solely in a descriptive manner to specify that particular property is located within the Properties, and the Association shall be entitled to use the words "Overton Retreat" in its name.

14.6. Compliance. Every Owner and occupant of any Lot shall comply with this Declaration, the Bylaws, the Charter, the Use and Design Restrictions, and the rules of the Association, all as amended from time to time. Failure to comply shall be grounds for an action to

recover sums due, for damages, for injunctive relief, for such other remedies as are provided herein, or for any other remedy available at law or in equity, by the Association or, in a proper case, by any aggrieved Lot Owner(s). The Association or aggrieved Owner shall be entitled to recover all costs of, such action, including attorneys' fees.

14.8. Notice of Sale or Transfer of Title. Any Owner desiring to sell or otherwise transfer title to his or her lot shall give the Board at least seven (7) days' prior written notice of the name and address of the purchaser or transferor, the date of such transfer of title, and such other information as the Board may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Lot, including assessment obligations, until the date upon which such notice is received by the Board, notwithstanding the transfer of title.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration as of the date first above written.

OVERTON MOUNTAIN DEVELOPMENT PARTNERSHIP, a Tennessee general partnership

By: _____
G. THOMAS CURTIS
Managing Partner

By: _____
DAVID P. BOHMAN
Operating Managing Partner

By: _____
JAMES A. WEBB, III
Managing Partner

Liberty State Bank, located at P.O. Box 999, Lebanon, Tennessee 37088 (the "Bank"), joins in this Declaration of Covenants, Conditions, Easements and Restrictions ("Declaration") for the purpose of consenting to all liens, easements, restrictions, and other encumbrances created by this instrument, and for the purpose of subordinating any lien in favor of Bank which is evidenced by any deed of trust, assignment, or other security document of record in the Register's Office of either Warren or Van Buren County, Tennessee, to all liens, easements, restrictions, and other encumbrances which affect the Common Areas (including all roads) as set forth in this Declaration, which provisions shall survive foreclosure and shall run with the land.

LIBERTY STATE BANK

By: _____

Title: President / CEO

STATE OF TENNESSEE
COUNTY OF Davidson

Before me, Bettye M. Glover, a Notary Public of said County and State, personally appeared G. Thomas Curtis, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a Managing Partner (or other officer authorized to execute the instrument) of OVERTON MOUNTAIN DEVELOPMENT PARTNERSHIP, the within named bargainor, a Tennessee general partnership, and that he as such Managing Partner executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as Managing Partner.

Witness my hand and seal, at Office, on 24th day of June, 2002.

Bettye M. Glover
Notary Public

My Commission Expires:

September 24, 2005

STATE OF TENNESSEE
COUNTY OF Davidson

Before me, Mary Jo Frey, a Notary Public of said County and State, personally appeared David P. Bohman, 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 Operating Managing Partner (or other officer authorized to execute the instrument) of OVERTON MOUNTAIN DEVELOPMENT PARTNERSHIP, the within named bargainor, a Tennessee general partnership, and that he as such Operating Managing Partner executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as Operating Managing Partner.

Witness my hand and seal, at Office, on 24th day of June, 2002.

Mary Jo Frey
Notary Public

My Commission Expires:

September 28, 2002

MARY JO FREY
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

My Commission Expires SEPT. 28, 2002

STATE OF TENNESSEE
COUNTY OF Davidson

Before me, Mary Jo Frey, a Notary Public of said County and State, personally appeared James A. Webb,III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a Managing Partner (or other officer authorized to execute the instrument) of OVERTON MOUNTAIN DEVELOPMENT PARTNERSHIP, the within named bargainor, a Tennessee general partnership, and that he as such Managing Partner executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as Managing Partner.

Witness my hand and seal, at Office, on 24th day of June, 2002.

Mary Jo Frey
Notary Public

MARY JO FREY
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

My Commission Expires:

September 28, 2002

My Commission Expires SEPT. 28, 2002

STATE OF TENNESSEE
COUNTY OF Wilson

Before me, Deborah Ward, a Notary Public of said County and State, personally appeared Ralph Mallicoat JR, 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) of LIBERTY STATE BANK, the within named bargainor, a Tennessee Bank, and that he as such officer executed the foregoing instrument for the purposes therein contained, by signing the name of LIBERTY STATE BANK by himself in such capacity.

Witness my hand and seal, at Office, on 24 day of June, 2002.

Deborah Ward
Notary Public

My Commission Expires:

10-8-02

Parcel No. 73 - 1

EXHIBIT "A"

Description of the Properties (Phase I – 293.71 Acres ±)

Beginning on a monument in the west margin of Long Mountain Trail, being a corner of Cunningham; thence leaving said road and with Cunningham N85°24'W 331.50' to an iron pin; thence N05°31'E 386.07' to an iron pin in a painted line; thence N67°36'W 228.56' to an iron pin; thence N40°31'W 378.83' to an iron pin; thence N17°04'E 108.08' to an iron pin; thence N36°39'E 525.69' to an iron pin; thence N28°05'E 354.53' to an iron pin; thence N24°55'E 186.64' to an iron pin; thence N14°58'E 400.46' to an iron pin; thence N00°45'W 310.40' to an iron pin; thence N08°38'E 405.43' to an iron pin; thence N00°52'W 504.98' to an iron pin; thence N06°23'E 682.37' to an iron pin; thence N14°59'W 193.03' to an iron pin; thence N21°34'W 280.33' to an iron pin; thence severing the land of Overton Mountain Development Partnership N81°08'E 628.34' to an iron pin; thence N77°37'E 51.60' to an iron pin; thence around a curve an arc distance of 40.70' (Delta - 93°17'07", Radius – 25.00'); thence S84°49'E 14.95'; thence around a curve an arc distance of 48.78' (Delta - 23°44'54", Radius – 117.68'); thence S61°04'E 62.88'; thence S56°56'E 183.66'; thence S52°46'E 120.82'; thence S48°47'E 42.07'; thence around a curve an arc distance of 66.39' (Delta - 15°29'30", Radius – 245.56'); thence S64°16'E 68.77'; thence around a curve an arc distance of 102.29' (Delta - 16°01'42", Radius – 365.65'); thence S48°14'E 115.34'; thence N41°46'E 34.46'; thence S34°54'E 44.32'; thence S36°19'E 55.50'; thence S21°52'E 54.87'; thence S35°31'E 15.49'; thence S38°09'E 93.09'; thence S45°57'E 34.03'; thence S68°34'E 36.11'; thence around a curve an arc distance of 27.23' (Delta - 62°24'41", Radius – 25.00'); thence N49°01'E 21.78'; thence N42°17'E 99.16'; thence N53°57'E 36.11'; thence N62°29'E 48.06'; thence N78°36'E 65.66'; thence N71°22'E 88.56'; thence N70°24'E 73.36'; thence N67°40'E 50.26'; thence N65°31'E 71.22'; thence N64°05'E 32.07'; thence N48°30'E 42.18'; thence N59°37'E 40.14'; thence N64°29'E 58.40'; thence N49°34'E 79.44'; thence N56°07'E 61.99'; thence around a curve an arc distance of 29.71' (Delta - 68°05'15", Radius – 25.00'); thence N11°59'W 33.13'; thence N04°53'W 124.24'; thence around a curve an arc distance of 60.27' (Delta - 93°19'39", Radius – 37.00'); thence N88°26'E 12.13'; thence S72°16'E 52.10'; thence S89°11'E 517.85'; thence S50°16'E 415.01'; thence S74°30'E 340.72'; thence S69°29'E 270.00' to an iron pin in Cunningham's line; thence with Cunningham S15°00'W 214.78'; thence S23°38'E 200.64' to an iron pin; thence S34°30'E 455.50' to an iron pin; thence S01°36'W 119.82' to an iron pin; thence S35°27'W 312.63' to an iron pin; thence S29°39'W 350.10' to an iron pin; thence S20°43'W 313.61' to an iron pin; thence S74°50'W 268.56' to an iron pin; thence S66°28'W 373.60' to an iron pin; thence S52°50'W 504.62' to an iron pin; thence S32°53'W 541.34' to an iron pin; thence S55°11'W 90.90' to an iron pin; thence S82°30'W 461.44' to an iron pin; thence S71°22'W 504.36' to an iron pin; thence S48°55'W 621.53' to an iron pin; thence S09°14'W 730.67' to an iron pin; thence S38°33'E 277.27' to an iron pin; thence N80°25'W 641.74' to an iron pin; thence S30°28'W 210.00' to an iron pin; thence N80°25'W 210.00' to an iron pin in the east margin of Long Mountain Trail; thence with the east margin of said trail N30°28'E 194.48' to an iron pin; thence crossing Long Mountain Trail N63°37'W 50.13' to the beginning. Containing 293.71 acres more or less as surveyed by Tom B. Thaxton, R.L.S. #105 on June 20, 2002. Being a portion of the property described in Deed Book 312, Page 848, a portion of the property described in Deed Book 312, Page 836 and a portion of Deed Book 313, Page 1 as recorded in the Register's Office of Warren County, Tennessee. Mineral Rights recorded in Deed Book 317, Page 773 in the Register's Office of Warren County, Tennessee.

EXHIBIT "B"

Overton Retreat Residential Development
Use Restrictions and Design Guidelines

1. Use Restrictions. In accordance with Article X of the Declaration of Covenants, Conditions, Easements and Restrictions (the "Declaration"), the following restrictions shall apply to all Lots:

   (a) Lots shall be used for private, single-family residential purposes only. No house or other structure on any Lot shall be used for any business or commercial purpose. No home may be leased or used as rental property, without the prior approval of the Association and Declarant.

   (b) All Lots, together with the exterior of all dwellings and ancillary structures located thereon, shall be maintained in a neat and attractive condition by their respective Owners. 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.

   (c) No Owner shall use its Lot in such a manner as to create a nuisance, and no Owner shall commit waste upon any Lot. No Owner shall cause or allow any use of his Lot that results in noise which disturbs the peace and quiet of any other Lot or any Common Area. This restriction includes, without limitation, dogs whose loud and frequent barking, whining or howling disturbs other Lot Owners, exterior music systems or public address systems, and other noise sources which disturb other Owners' ability to peacefully possess and enjoy their Lots. Each Owner shall refrain from any act or use of his Lot which could reasonably cause embarrassment or discomfort or annoyance to the neighborhood. No noxious, offensive or illegal activity shall be carried out upon any Lot.

   (d) No animals, livestock, poultry of any kind shall be raised, bred, pastured or maintained on any Lot except household pets which shall be kept in reasonable numbers as pets for the sole pleasure of the occupants, but not for any other purpose or use. No such household pets shall be permitted to the extent they become a nuisance to neighboring Lot Owners. No pets shall be permitted outside the boundaries of the Owner's Lot unless accompanied by their owners and on a leash. The Board, or any individual resident, may take appropriate measures to insure compliance with this provision, including without limitation, having the animal picked up by the appropriate governmental authorities.

   (e) No toxic or hazardous materials, substances or waste of any kind, including without limitation all substances defined as "toxic" or "hazardous" materials, substances or wastes under any federal, state or local law or regulations, may be stored, released or discharged on any Lot or Common Area (including without limitation the discharge of any such materials, substances or wastes into the septic system installed on any Lot).

   (f) All fluids, wastes and materials discharged into the septic system installed on any Lot shall be readily biodegradable.

(g) No Owner shall permit or cause the escape of such quantities of dense smoke, soot, cinders, noxious acids, fumes, dust, or gasses as to interfere with the use and enjoyment by other Owners of their Lots or the Common Areas.

(h) No generators may be operated on any Lot except during periods of power outages.

(i) All boats, trailers, bicycles, toys, tires, parts, and similar personal property must be stored in enclosed areas and must not be visible from neighboring Lots or Common Areas. No storage tarps shall be permitted on any Lot. No motorcycle, motorbike, motorscooter or all terrain vehicle (ATV) of any kind shall be permitted to be operated within any Lot or within any Common Area, provided that Lot owners may use motorcycles to access their Lots (but not for touring).

(j) No building materials may be stored on any Lot, except for the purpose of construction on such Lot and then only for such length of time as is reasonably necessary for the construction of the dwelling then in progress.

(k) Parking of vehicles in any Common Area is prohibited, except where specifically designated. 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 Common Areas.

(l) Any vehicle moving in excess of 15 miles per hour on any street within the Development shall be considered as speeding and the owner or operator thereof shall be subject to any fine levied by the Association.

(m) There shall be no outside clotheslines, clothes hanging devices or the like upon any Lot. All garbage must be place in secured containers.

(n) No signs shall be allowed on any Lot, provided that the Association and Declarant may approve a design of "for sale" signs. Signs for house numbers shall be in accordance with the Architectural Guidelines.

(o) The pursuit of hobbies or other inherently dangerous activities including without limitation the assembly and disassembly of motor vehicles or other mechanical devises, the shooting of firearms, fireworks, or other pyrotechnic devices of any type or size, and other such activities shall not be allowed upon any Lot or any Common Area (unless approved by the Board for a specific event).

(p) Each Owner shall observe all governmental building codes, health restrictions, zoning restrictions and other regulations applicable to his Lot. In the event of any conflict between any provision of such governmental code, regulation or restriction and any provision of the Declaration including this Exhibit, the more restrictive provision shall apply.

2. Design Guidelines: In addition to the requirements of Article X of the Declaration concerning compliance with the Architectural Review Committee, the following design criteria shall apply to all Lots:

(a) Building plans and specifications for all dwellings and ancillary structures thereto (including, but not limited to detached garages, porches, breezeways, gazebos, swimming pools, decks and patios) shall be (i) prepared in accordance with the Architectural Guidelines from time to time adopted by the Declarant and/or the Board pursuant to Section 10.5.3 of the Declaration, and (ii) approved by the Architectural Review Committee prior to any construction. Approval by the Architectural Review Committee shall not constitute compliance with any county or

other applicable building requirements or regulations. No residence upon any Lot may be occupied prior to approval of the Architectural Review Committee.

(b) Minimum setback requirements on the Master Plan shall be observed, but are not intended to create uniformity of appearance, but rather to avoid overcrowding and monotony. Therefore, to the extent possible, it is intended that the setbacks of dwellings be staggered to preserve trees and assure views of open areas. The Declarant reserves the right to review the proposed location of each residence upon the Lot and to relocate the same, within the design envelope established by the Master Plan, in such a manner as it shall be deemed, in its sole discretion, to the best interests of the overall development and in furtherance of the goals set forth herein.

(c) Each Lot may contain no more than one, single-family residence. If one or more contiguous Lots are owned by the same owner, they may be combined upon the consent of the Declarant for the purpose of placing approved dwellings thereon, but individual Lots may not be re-subdivided so as to create a smaller area than originally deeded to an owner as shown on the subdivision plat recorded by Declarant without the consent of the Declarant.

(d) No mobile homes or manufactured housing shall be allowed on any Lot. No structure of a temporary character, recreational vehicle, camper unit, trailer, tent or accessory building shall be used or placed on any Lot for any period of time. Exceptions shall be allowed upon the consent of the Architecture Review Committee for specific time periods during the construction of the primary dwelling.

(e) All dwelling units constructed on Lots shall be complete on the exterior within 270 days from the date construction is begun. Other restrictions and requirements concerning construction of improvements shall adopted by the Association from time to time.

(f) All landscaping must comply with the Architectural Guidelines and be approved by the Architectural Review Committee prior to installation.

(g) All exterior lighting of every kind must be approved by the Architectural Review Committee. No exterior lighting shall be permitted to shine directly onto any adjacent Lot or Common Area.

(h) No walls or fences other than retaining walls may be constructed on any Lot unless approved by the Architectural Review Committee. The design of all retaining walls must be approved by the Architecture Review Committee No boundary walls or fences, or patio or courtyard walls or fences shall be permitted unless approved by the Architectural Review Committee and adjoining Lot owners. However, walls and/or fences for safety purposes or legally required shall be permitted provided such walls or fences shall be of such materials and design as are approved by the Architectural Review Committee.

(i) No outside pet runs or kennels shall be allowed without the approval of the Architectural Review Committee.

(j) Incinerators for garbage, trash, or other refuse shall not be used or permitted to be erected on any Lot. Any and all equipment, air conditioners condensers, garbage cans, woodpiles, fuel tanks, refuse or storage piles on any Lot, whether temporary or permanent, shall be screened in to conceal the same from view of neighboring Lots, roads, or common area, with plans for any such concealing screens being approved by the Architectural Review Committee. No outdoor television nor satellite dish

antennas may be installed upon any Lot, except for digital type satellite antennas of no more than 30 inches in diameter.

(k) All utilities shall be run underground from where provided at the edge of the road in front of the Lot.

(l) A uniform mailbox and mailbox location system shall be established for the Development. No individual mailbox shall be permitted.

(m) No owner shall excavate or extract earth from any of the Lots for any business or commercial purpose, and no elevation changes will be permitted which could materially affect the surface grade of Lot without the consent of the Declarant or the Architectural Review Committee.

(n) No private well, cistern or other diversion of groundwater shall be permitted on any Lot.

(o) No tree or shrub outside of a distance of 20 feet from any residence may be cleared from any Lot without the consent of the Architectural Review Committee. Any trees or shrubs approved to be cleared shall be removed promptly from the Development.

(p) All septic fields shall be located in the area designated and surveyed for such use as shown on the Master Plan.

3. Rules of Interpretation.

(a) Where the Declaration or these Use Restrictions and Design Guidelines require the consent or permission of Declarant, the Association, the Board, the Architectural Review Committee, or any other person or entity, such consent or permission may be granted, denied, or withheld in the sole and absolute discretion of the person or entity whose permission is required. Further, all such consents and permissions must be obtained in writing in advance, and the granting of such consents and permissions may be subject to one or more limitations, restrictions, or conditions.

THIS INSTRUMENT PREPARED BY:

Judy S. Wells, Attorney
7101 Executive Center Drive, Suite 151
Brentwood, Tennessee 37027

Terry Smith, Register
Warren County Tennessee

Rec #:	76872	Instrument #:	88084
Rec'd:	10.00	Recorded	
State:	0.00	4/1/2008 at	11:55 AM
Clerk:	0.00	in Record Book	212
EDP:	2.00	Pgs	754-755
Total:	12.00		

SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR OVERTON RETREAT

ANNEXING ADDITIONAL PROPERTY

This Supplementary Declaration of Covenants, Conditions, Easements and Restrictions made this 28th day of March 2008, by Overton Mountain Development Partnership, a Tennessee general partnership, (hereinafter referred to as "Declarant").

RECITALS:

A. Declarant owns certain real property in McMinnville, Warren and Van Buren Counties, Tennessee, which is being developed as a residential planned unit development known as Overton Mountain Development Partnership and Overton Retreat. That property is subject to the Declaration of Covenants, Conditions, Easements and Restrictions for Overton Retreat Residential Community, of record in Book 28, page 610, Register's Office for Warren County, Tennessee (hereinafter referred to collectively as the "Declaration").

B. Pursuant to Article XIII of the Declaration, Declarant has the unilateral right to subject to the provisions of the Declaration additional property by filing in the Register's Office for Warren County, Tennessee, an amendment to the Declaration annexing such additional property.

NOW, THEREFORE, Declarant amends the Declaration as follows:

1. The Declaration is amended to annex the real property described in Exhibit "A", attached hereto and incorporated herein by reference, in accordance with the terms of Article XIII of the Declaration.

2. All references to the "Property" in the Declaration shall be deemed amended to include the real property described in paragraph 1 above.

IN WITNESS WHEREOF, this Supplementary Declaration of Covenants, Conditions, Easements and Restrictions has been executed by Declarant as of the day and year first above written.

Overton Mountain Development Partnership, a Tennessee general partnership

By: _____
David P. Bohman, Managing General Partner

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared **David P. Bohman**, with whom I am personally acquainted and who upon his oath acknowledged himself to be the **Managing general partner** of **Overton Mountain Development Partnership, a Tennessee general** partnership, the within named bargainor, a partnership, and that he as such **Managing general partner** being authorized so to do, executed the foregoing instrument for the purposes therein contained be signing the name of the partnership by the said **David P. Bohman**, as such **Managing general partner**.

Witness my hand and official seal at office at Brentwood, Tennessee, on this the 28th day of March, 2008.

_____
Notary Public

JUDY S. WELLS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires: 9/20/08

EXHIBIT "A"

Land lying and being in Warren County, Tennessee, and being all of the Final Plat for Phase II, Overton Retreat, as shown on the plan of record in Plat Cabinet B, Slide 265B, in the Register's Office for Warren County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being part of the property conveyed to Overton Mountain Development Partnership, a Tennessee general partnership, by deed from Carole J. Boyd, Susan B. Greene and Fernando Campbell Boyd, III, Trustees of the F.C. Boyd, Jr. and Thelma Boyd Revocable Trust; J. Austin Boyd, individually, and Henry N. Boyd, individually, of record in Deed Book 312, page 836; and by deed from Vivian C. Dodson of record in Deed Book 312, page 848; and by deed from C. R. Cunningham of record in Deed Book 313, page 1; and by deed from Dan Sullivan, Doan Sullivan, Mark Sullivan and Wayne Sullivan of record in Deed Book 312, page 842; and by deed from C. R. Cunningham of record in Deed Book 95, page 298, said Register's Office.

(1)

Terry Smith, Register
Warren County Tennessee
Rec #: 114935 Instrument #: 135824
Rec'd: 10.00 Recorded
State: 0.00 3/16/2015 at 11:05 AM
Clerk: 0.00 in Record Book
Other: 2.00 358
Total: 12.00 Pgs 842-843

THIS INSTRUMENT PREPARED BY:

David Bohman
4009 Aberdeen Road
Nashville, TN 37205

SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR OVERTON RETREAT RESIDENTIAL COMMUNITY

This Second Amendment to the Declaration of Covenants, Conditions, Easements and Restrictions for Overton Retreat Residential Community (hereinafter referred to as the "Second Amendment") is made this 11th day of March 2015, by Overton Mountain Development Partnership, a Tennessee general partnership, (hereinafter referred to as "Declarant").

RECITALS:

A. Certain real property (the "Property") in McMinnville, Warren and Van Buren Counties, Tennessee is being developed as a residential planned unit development known as Overton Mountain Development Partnership and Overton Retreat. The Property is further described in Exhibit A attached hereto and made a part hereof. The Property is subject to the Declaration of Covenants, Conditions, Easements and Restrictions for Overton Retreat Residential Community, of record in Record Book 28, Page 610, Register's Office for Warren County, Tennessee, and to the Supplemental Declaration of Covenants, Conditions, Easements and Restrictions for Overton Retreat, of record in Record Book 212, Page 754, Register's Office for Warren County, Tennessee (hereinafter referred to collectively as the "Declaration").

B. Pursuant to paragraph (a) of Section 14.2 of the Declaration, Declarant has the unilateral right to amend the Declaration.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows, to be effective upon the recordation of this Second Amendment in the Register's Office for Warren County, Tennessee:

1. The following paragraph is deleted in its entirety from Section 9.1 of the Declaration:

> "If two (2) or more Lots are combined, the Owner of said Lots shall remain liable for the individual assessment due on each Lot without regard to such Lot combination."

The following paragraph is added to Section 9.1 as a replacement for such deleted paragraph:

> "An Owner may combine two or more adjacent Lots into a single Lot (a "Combined Lot"). A Combined Lot shall be treated as a single Lot for all purposes of this Declaration. Without limiting the generality of the foregoing, the Owner of a Combined Lot shall have one vote with respect to such Combined Lot, and there shall be one assessment for such Combined Lot. The prescribed building envelope for all structures on a Combined Lot shall be centrally located on such Combined Lot and shall be approved by the Association prior to such combination, provided that if a structure was constructed on such Combined Lot prior to such combination, then the building envelope in which such structure is located shall continue to be the building envelope for such Combined Lot. A Combined Lot may not be later subdivided into separate Lots. Non-adjacent Lots, including all Lots separated by a road or other Common Area, may not be combined. Declarant may not combine two or more Lots if, as a result of such combination, there would be fewer than 85 Lots then responsible for the payment of assessments."

IN WITNESS WHEREOF, this Second Amendment has been executed by Declarant as of the day and year first above written.

Overton Mountain Development Partnership, a Tennessee general partnership

By: _____
David P. Bohman, Managing General Partner

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared **David P. Bohman**, with whom I am personally acquainted and who upon his oath acknowledged himself to be the **Managing general partner** of **Overton Mountain Development Partnership, a Tennessee general** partnership, the within named bargainor, a partnership, and that he as such **Managing general partner** being authorized so to do, executed the foregoing instrument for the purposes therein contained be signing the name of the partnership by the said **David P. Bohman**, as such **Managing general partner**.

Witness my hand and official seal at office at Brentwood, Tennessee, on this the 11th day of March, 2015.

Notary Public

My Commission Expires: 9/20/17

JENNIFER S. DUNLAP
NOTARY PUBLIC
STATE OF TENNESSEE
WILLIAMSON COUNTY

Wes Williams, Register
Warren County Tennessee

Rec #:	158825	Instrument #:	192239
Rec'd:	50.00	Recorded	
State:	0.00	2/4/2022 at 12:30 PM	
Clerk:	0.00	in Record Book	
Other:	2.00	564	
Total:	52.00	Pages 690-699	

Prepared by and After Recording to be returned to:

Thompson Burton PLLC
1801 West End Avenue, Suite 1550
Nashville, Tennessee 37203
Attn: William W. Burton

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

This Third Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Overton Retreat Residential Community (this "Amendment") is made this 3rd day of February, 2022 by **OVERTON MOUNTAIN DEVELOPMENT PARTNERSHIP**, a Tennessee general partnership ("Declarant").

BACKGROUND:

A. Declarant recorded Declaration of Covenants, Conditions, Easements and Restrictions dated June 24, 2002, recorded at Record Book 28, Page 610, Register's Office for Warren County, Tennessee, as amended by that certain Supplemental Declaration of Covenants, Conditions, Easements and Restrictions for Overton Retreat dated March 28, 2008, recorded at Record book 212, Page 754, aforesaid records, and as further amended by that certain Second Amendment to the Declaration of Covenants, Conditions, Easements and Restrictions for Overton Retreat Residential Community dated March 11, 2015, recorded at Record Book 358, Page 842, aforesaid records (collectively, the "Declaration");

B. Pursuant to Section 14.2(a) and Article XIII of the Declaration, until the expiration or earlier termination of the Class "B" Control Period, Declarant may unilaterally amend the Declaration for any purpose, including without limitation annexation of additional real property into the Overton Retreat Residential Development, as more specifically provided therein; and

C. For the purpose of protecting the value and desirability of the real property subjected to the Declaration as a residential and recreational development and, in furtherance if Declarant's intent to establish a general plan of development for Overton Retreat Residential Community as a master planned community, Declarant desires to amend the Declaration in accordance with the terms and conditions hereof.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) in hand paid, the premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Declarant hereby amends the Declaration as follows:

1. **Background; Defined Terms**. The parties hereto acknowledge and agree that the recitals set forth above are true and correct and are incorporated herein by this reference; provided, however, that such recitals shall not be deemed to modify the express provisions hereinafter set forth. Defined terms used herein, but not otherwise defined, shall have the meaning set forth in the Declaration.

2. **Definitions**.

a. The following definitions are hereby deleted and replaced as follows:

i. Section 1.10 "Class B Control Period": The period of time during which the Class "B" Member is entitled to appoint all of the members of the Board of Directors and to make unilateral amendments to this Declaration.

ii. "Section 1.12 "Common Area": All real and personal property that the Association owns, leases or in which the Association otherwise holds possessory or use rights for the common use and enjoyment of some or all of the Owners. The Common Area shall expressly include all roadways shown on the Master Plan that are not dedicated as public rights of way.

b. Section 1.17 (definition of "Master Plan") is hereby modified by inserting the following new sentence at the end of the definition:

"Any new plat encumbering the Properties that is duly approved by the applicable governmental officials and recorded with the Register's Office of Warren or Van Buren County, Tennessee shall be deemed to be a modification of the Master Plan. A Lot is created upon the due recording of a Master Plan. All plats affecting or encumbering the Properties shall be collectively referred to herein as the "Master Plan."

3. **Declarant's Rights**.

a. Article II, Section 2.1 and Article XIII of the Declaration are hereby supplemented to clarify that so long as the Declarant owns any portion of the Properties, including any Properties annexed hereunder, Declarant shall have the sole right to review and approve modifications to or expansions of the Master Plan, including without limitation creation of new Lots or Common Areas within real property annexed to become part of the Properties. Declarant may retain ownership of designated Common Areas, as determined in Declarant's sole and absolute discretion, after annexation, for a period up to five (5) years from the date each such Common Area is first shown as a Common Area on the Master Plan, for purposes of installation of roads, utilities, trails, structures, amenities, and other improvements that the Declarant determines may be reasonably necessary to develop portions of the Properties that have been annexed into Overton Retreat Residential Community.

b. The first sentence of the fourth (4^{th}) paragraph of Article XIII of the Declaration is hereby deleted and replaced with the following:

"So long as Declarant owns any portion of the Properties, including any Properties annexed hereunder, Declarant may annex additional real property into the Overton Retreat Residential Development by an amendment to this Declaration signed only by Declarant and duly recorded in the land records of Warren and Van Buren counties, Tennessee."

c. Notwithstanding the terms and conditions of the 2^{nd} sentence of the 5^{th} paragraph of Article XIII, Declarant shall no longer have the right to grant to the owners of the Additional Properties the right to use any amenities within the Overton Retreat Residential Development.

d. The last sentence of the last paragraph of Article XIII of the Declaration is hereby deleted and replaced with the following:

"Except for the easements established by this Declaration, which shall be permanent and shall run with the land, the rights contained in this Article shall terminate upon the date on which the Declarant no longer owns any portion of the Properties, including any Properties annexed hereunder."

4. **Computation of Base Assessment**. The last sentence of paragraph 3 of Section 9.3 of the Declaration is hereby deleted and replaced with the following:

"There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in the Bylaws, which petition must be presented to the Board within thirty (30) days after delivery of the notice of assessments."

5. **Members' Power**. Section 10.3 of the Declaration is hereby deleted and replaced with the following:

"Members' Power. The Members, at a meeting duly called for such purpose as provided in the Bylaws, may adopt, repeal, modify, limit, and expand Use and Design Restrictions and implementing rules by a vote of two-thirds (2/3) of the total Class "A" votes and the approval of the Class "B" Member, if any."

6. **Use Restrictions and Design Guidelines on Adjoining Property**. Declarant, as the owner of the real property set forth on **Exhibit "A"** hereto (the "Adjoining Property"), hereby imposes the use restrictions and design guidelines set forth on **Exhibit "B"** attached hereto as an encumbrance on the Adjoining Property (the "Use Restrictions and Design Guidelines on Adjoining Property").

7. **Exterior Lighting Restrictions.**

a. Declarant desires to maintain the dark sky environment using certain dark sky protocols for the preservation of wildlife and to facilitate the continued operation of the observatory on the adjacent property owned by Montgomery Bell Academy of The University of Nashville, a Tennessee nonprofit corporation ("MBA"). Accordingly, Declarant imposes the following restrictions on the Adjoining Property that shall also run to the benefit of MBA as an intended third-party beneficiary, and that shall also be enforceable by MBA:

i. All outdoor luminaires shall be full cutoff, fully shielded, downlight only with low glare, and there shall be no direct glare or bulbs visible from any property outside the Adjoining Property;

ii. Use of lasers, searchlights, and/or any other high intensity lighting is prohibited; and

iii. Light Emitting Diode (LED) lighting with blue-rich light output, High Pressure Sodium (HPS) lighting, and Low Pressure Sodium (LPS) lighting, are all prohibited.

b. Notwithstanding the terms of Section 7(a) above, the following shall be permitted: (i) entrance lighting on structures using not more than three conventional shielded or diffused incandescent or LED lighting fixtures for each entrance that do not exceed 1,000 lumens in aggregate light output and having color temperatures not to exceed

3000 Kelvin, and (ii) conventional fully shielded area spotlights not exceeding 5,000 lumens in aggregate light output on the same circuit with conventional LED or incandescent spotlights having color temperatures not exceeding 3000 Kelvin, provided that such spotlights must be aimed at least 60 degrees below horizontal and such spotlights must be used only on a temporary or emergency basis (*i.e.*, they may not be left on overnight, be on a timer or ambient light sensor that automatically turns them on, or be activated by the presence or motion of small animals near the spotlight).

c. If new lighting technology is developed after the date hereof, then the provisions of this Section shall apply to such new technology to achieve the same results contemplated by this Section.

8. **Validity and Effective Date of Amendments**. Notwithstanding anything to the contrary contained herein, in the event that any party, including without limitation the Board, Association or any Owner, ever challenges the provision of this Amendment extending the time period during which the Declarant has the unilateral power to annex additional real property as part of the Properties in any court, tribunal, arbitrator or other binding dispute resolution process or forum having jurisdiction over this Declaration, then at any time thereafter the Declarant shall have the unilateral right, to be determined in Declarant's sole and absolute discretion, upon delivery of written notice to the Association, to cause to be null and void and of no further force or effect any or all of the following with respect to any or all of the Adjoining Property: (i) the limitations on Declarant's rights set forth in Section 3(c) above; and (ii) the Use Restrictions and Design Guidelines on Adjoining Property. In such event, Declarant shall have the unilaterally right to record in the Offices of the Register of Deeds for Warren and/or Van Buren Counties an instrument in the chain of title for the affected portions of the Adjoining Property giving notice of the exercise of this right.

9. **Miscellaneous**. Except as specifically modified and amended hereby, all of the terms, conditions and provisions of the Declaration remain in full force and effect. This Amendment may be executed in multiple counterparts, each one of which shall be deemed an original and one and the same document. This Amendment shall be governed by and construed in accordance with the laws of the State of Tennessee.

[*Signatures Commence on Following Page*]

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed by its authorized representative as of the day and year first above written.

DECLARANT:

OVERTON MOUNTAIN DEVELOPMENT PARTNERSHIP,
a Tennessee general partnership

By: _____
Name: David P. Bohman
Title: Operating Managing Partner

STATE OF TENNESSEE

COUNTY OF ~~DAVIDSON~~ WILLIAMSON

Before me, the undersigned, a Notary Public in and for said County in said State, personally appeared David P. Bohman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Operating Managing Partner of Overton Mountain Development Partnership, the within named bargainor, a Tennessee general partnership, and that he as such partner executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as Operating Managing Partner.

Given under my hand this 2nd day of February, 2022.

_____
Notary Public

My Commission Expires: 3.26.24

EXHIBIT "A"

Legal Description of the Adjoining Property

Overton Retreat
414.19 Acres±

Beginning on a rock, being the southwest corner of Moyer and a corner of McDowell; thence with Moyer N64°07'E 130.72' to a twin maple; thence N80°40'E 94.47' to an ailanthus; thence S71°18'E 65.28' to a locust; thence S48°17'E 76.40' to a red oak; thence S32°54'E 60.21' to a walnut; thence S49°52'E 363.06' to an iron pin in a drain, being the northwest corner of M. Russell; thence with M. Russell S01°41'W 156.19' to an iron pin at a maple; thence S17°49'E 101.60' to an iron pin at a cedar in a fence; thence S12°50'E 253.46' to an iron pin at a hickory; thence S10°00'E 317.20' to an iron pin at a maple; thence S10°39'E 172.80' to an iron pin at a fence corner; thence S32°56'W 375.50' to an iron pin at a maple at a fence corner; thence S41°21'W 160.29' to a steel post; thence S59°06'E 730.38' to an iron pin at a hickory on the point of a ridge; thence S75°47'E 192.38' to an iron pin at a red oak; thence N73°52'E 230.52' to an iron pin at a red oak; thence S84°06'E 117.02' to an iron pin at a maple; thence N71°59'E 163.03' to an iron pin at a maple; thence S84°25'E 78.88' to an iron pin at a maple; thence S38°29'E 120.40' to an iron pin at an oak; thence S56°07'E 131.52' to an iron pin at a maple; thence S70°25'E 82.88' to an iron pin at a maple; thence S40°02'E 119.29' to an iron pin at a maple; thence S50°49'E 224.07' to a rock in the west line of C.L. Russell; thence with C.L. Russell S44°15'W 219.22' to an iron pin at a stump; thence S46°22'W 301.85' to an iron pin at a maple witness; thence S46°08'W 363.21' to an iron pin at a stone in a stump; thence S42°16'W 151.17' to an iron pin at a hickory stump; thence S28°22'W 958.40' to an iron pin at a chestnut oak witness; thence S13°40'W 344.84' to a rock, being a corner of Pope; thence with Pope and Powers S36°53'W 220.64' to an iron pin in a drain; thence S00°04'E 79.28' to a 2" maple; thence S04°13'W 109.25' to a 12" gum; thence S12°10'E 110.43' to a 4" maple; thence S10°38'W 137.33' to a 3" maple; thence S15°21'W 207.33' to an iron pin in a hollow; thence S33°21'E 143.36' to a 24" oak; thence S24°34'E 136.81' to a 20" oak; thence S29°03'W 88.51' to a 2" maple; thence S07°57'E 171.62' to an 8" hickory; thence S09°14'E 88.97' to a 6" hickory; thence S31°31'E 53.21' to a 12" oak; thence S21°29'W 55.92' to an iron pin at a 12" oak; thence S51°23'E 141.81' to a 12" oak; thence S39°15'E 129.66' to a double oak; thence S39°39'E 127.70' to a 16" oak; thence S69°55'E 221.93' to a 6" oak; thence S33°32'E 157.80' to a 4" maple; thence S07°03'W 57.52' to an iron pin; thence S80°19'E 139.59'; thence S57°37'E 156.64' to a 6" maple; thence S38°57'E 118.03'; thence S32°09'E 158.14'; thence S31°44'E 112.98'; thence S34°28'E 141.61'; thence S73°37'E 129.85'; thence N82°36'E 134.40'; thence N81°53'E 191.57' to a 12" maple; thence S69°05'E 69.85'; thence S61°35'E 214.32' to a rock, being the westernmost corner of Walter Sullivan (Deed Book 7, Page 61 – Register's Office of Van Buren County, Tennessee); thence with Walter Sullivan S54°30'E 1042.57' to an iron pin; thence with MBA S34°59'57"W 279.69' to an iron pin; thence S59°36'42"W 271.48' to a pk nail; thence S76°00'17"W 333.47' to an iron pin; thence N86°34'41"W 421.76' to an iron pin; thence N73°19'19"W 524.84' to an iron pin; thence S43°16'40"W 226.13' to an iron pin; thence S82°57'08"W 453.99' to an iron pin; thence S64°07'49"W 1264.00' to an iron pin; thence N50°58'28"W 356.40'; thence N56°35'36"W 141.91'; thence N23°48'06"W 328.40'; thence N30°38'47"W 183.21'; thence N60°34'20"W 267.42'; thence N83°07'58"W 168.86'; thence S53°25'05"W 235.94' to an iron pin; thence N86°56'20"W 350.43' to an iron pin in the east margin of a road; thence crossing the road S59°04'36"W 90.33' to an iron pin; thence N53°30'13"W 599.06' to an iron pin in the east line of Dodson (Deed Book 304, Page 222); thence with Dodson N39°28'E 612.21' to an iron pin; thence N44°00'E 901.59' to an iron pin; thence N33°18'E 871.52' to an iron pin, being a corner of Ayers (Deed Book 211, Page 249); thence with Ayers S67°12'E 121.08' to an iron pin; thence N16°16'E 205.59' to an iron pin; thence N04°06'W 274.39' to an iron pin; thence N30°09'W 156.13' to an iron pin; thence N08°36'W 239.30' to an iron pin; thence N10°46'E 166.24' to a rock in a road; thence N34°49'W 127.98' to an iron pin; thence N29°59'W 153.18' to an iron pin; thence

N15°35'W 183.76' to a rock; thence N26°50'W 91.81' to an iron pin; thence N19°13'W 55.33'; thence N87°06'E 170.08' to a rock; thence N39°37'W 161.93' to an iron pin at a maple; thence N56°34'W 215.90' to an iron pin at a maple; thence N38°43'W 449.87' to an iron pin at a maple; thence N24°09'W 240.42' to an iron pin at a maple; thence N16°50'W 116.37' to an iron pin at a maple; thence N00°31'W 244.22' to an iron pin at a maple; thence N13°08'E 278.52' to an iron pin at a maple; thence N23°50'E 257.63' to an iron pin at a maple; thence N19°56'E 249.71' to an iron pin at a buckeye in the south line of Dodson; thence with Dodson N88°25'E 174.92' to an iron pin at a hickory; thence N27°48'W 964.65' to an iron pin, being a corner of McDowell; thence with McDowell S64°17'E 151.06' to an iron pin at a chestnut oak; thence S60°07'E 120.15' to an iron pin at a black oak; thence S76°25'E 372.74' to an iron pin at a hickory; thence S68°17'E 364.56' to a rock; thence N19°12'E 250.19' to an iron pin at an elm; thence N18°18'E 40.85' to an iron pin at a hickory; thence N33°22'W 471.54' to an iron pin at a maple; thence N01°52'W 254.49' to an iron pin at a pine; thence N10°46'E 134.89' to an iron pin at a cedar in an old fence; thence N17°21'W 356.89' to an iron pin at a twin ash; thence N46°13'E 247.76' to an iron pin at a hickory; thence N28°46'E 295.29' to the beginning. Containing 414.19 acres more or less as surveyed by Tom B. Thaxton, R.L.S. #105. Being a portion of the property described in Record Book 28, Page 860 and a portion of Deed Book 312, Page 842 as recorded in the Register's Office of Warren County, Tennessee and a portion of the property described in Deed Book 11, Page 501 as recorded in the Register's Office of Van Buren County, Tennessee.

EXHIBIT "B"

Use Restrictions and Design Guidelines for Adjoining Property

Use Restrictions. The following restrictions shall apply to the Adjoining Property:

1. The Adjoining Property shall not be used in such a manner as to create a nuisance, and no waste shall be committed on the Adjoining Property. The owner of all or any portion of the Adjoining Property shall not cause or allow any use the Adjoining Property that results in noise that disturbs the peace and quiet of any adjacent property. This restriction includes pet noise, exterior music systems or public address systems and other noise sources but excludes sound ordinarily emitted by properly functioning HVAC equipment. No noxious, offensive or illegal activity shall be carried out upon the Adjoining Property.

2. No mining, logging or large-scale clearing shall be permitted on the Adjoining Property; *provided* that the owner of all or any portion of the Adjoining Property may remove trees and vegetation as required to implement a development plan for the Adjoining Property; (ii) to dispose of dead, diseased or unsafe trees or any invasive vegetation species; (iii) as may be made necessary by an emergency in order to prevent injury or damage to persons or property. The owner of all or any portion of the Adjoining Property shall not excavate or extract earth from any portion of the Adjoining Property for any business or commercial purpose.

3. The Adjoining Property shall not be used for any warehousing, assembling, manufacturing, refining, smelting, agricultural, drilling, or other industrial type development or use.

4. The Adjoining Property shall not be used for any mobile home park, trailer court, labor camp, junk yard, stock yard, lumber yard or animal raising or boarding, or storage establishment (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction or maintenance).

5. No toxic or hazardous materials, substances or waste of any kind, including all substances defined as "toxic" or "hazardous" materials, substances or wastes under any federal, state or local environmental laws or regulations, may be stored, released or discharged on the Adjoining Property (including the discharge of any such materials, substances or wastes into a septic system installed on the Adjoining Property), except for Permitted Substances. All fluids, wastes and materials discharged into any septic system installed on the Adjoining Property shall be readily biodegradable. Any owner of all or a portion of the Adjoining Property shall not permit or cause the escape of such quantities of smoke, soot, cinders, noxious acids, fumes, dust or gasses as to interfere with the use and enjoyment of any adjacent properties. No illegal substances of any kind shall be permitted on the Adjoining Property. No trash, refuse or other materials shall be buried on the Adjoining Property. Except for Permitted Substances, no storage, use, spreading, spraying or other application of any herbicide, pesticide, other chemical on shall be permitted on the Adjoining Property without the permission of the Declarant. For purposes of this paragraph, "Permitted Substance" shall mean non-material quantities of substances, including herbicides, pesticides and other chemicals, present on the Adjoining Property in compliance with all federal, state or local environmental laws and regulations.

6. No generators may be operated on the Adjoining Property except during periods of power outages. No windmills, wind turbines, solar power arrays or other power-generating devices shall be constructed or operated on the Adjoining Property, other than solar arrays and other sources of renewable energy that produce energy solely for consumption on the Adjoining Property and are not audible or clearly visible from outside the Adjoining Property.

7. No sign shall be allowed on the Adjoining Property that is clearly visible from any outside the Adjoining Property; *provided* that a sign (the size, design and location of which must be approved by the Declarant) shall be allowed at the entrance to the Adjoining Property.

8. Hunting of any type is prohibited on the portion of the Adjoining Property above the bluff. The trapping or killing of wildlife other than varmints, vermin and pests is prohibited. No traps or poisons shall be allowed on the Adjoining Property outside of an enclosed structure other than commonly used exterior tick and chigger control pesticides applied in accordance with manufacturer directions. The use or discharge of firearms, archery equipment within 500 feet of any adjacent properties, pellet guns and air rifles or pistols on the portion of the Adjoining Property above the bluff is prohibited, including target shooting and skeet. The pursuit of inherently dangerous activities, including the assembly and disassembly of motor vehicles or other mechanical devices and the use or discharge of fireworks or other pyrotechnic or incendiary devices of any type or size shall not be allowed on the Adjoining Property.

9. The owners of all or a portion of the Adjoining Property shall observe all governmental building codes, health restrictions, zoning restrictions and other regulations applicable to the Adjoining Property. In the event of any conflict between any provision of such governmental code, regulation or restriction and any provision of the Declaration, the more restrictive provision shall apply.

10. All outside fires shall be contained in appropriately designed and constructed fireplaces and firepits. No fires shall be permitted during dry periods when there is a substantial risk of a forest fire. The burning of brush and other debris on the Adjoining Property is prohibited except with the permission of Declarant. County burning restrictions may also apply to the Adjoining Property.

11. The Adjoining Property shall not be used for any use which involves any unusual fire, explosion or other damaging or dangerous hazard or activity (including the storage, display or sale of explosives or fireworks).

Design Guidelines: The following design criteria shall apply to the Adjoining Property:

1. No dwelling, structure or improvement of any kind shall be constructed within 50 feet of any boundary of the Adjoining Property, including without limitation the boundary of any Lot created pursuant to the Master Plan on the Adjoining Property.

2. No mobile homes or manufactured housing comparable in form or design to a mobile home shall be allowed on the Adjoining Property.

3. Incinerators for garbage, trash or other refuse shall not be used or permitted to be erected on the Adjoining Property. Any and all equipment, garbage cans, woodpiles, fuel tanks, refuse or storage piles on the Adjoining Property, whether temporary or permanent, shall be screened in to conceal the same from the view of adjacent properties.

Del Rec'd

TRUE COPY CERTIFICATION

I, Carole M. Maxson, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on 2-3-22 (date of document).

Carole M. Maxson

2-4-22

Date

STATE OF TENESSEE)
COUNTY OF WILLIAMSON)

On Feb 4, 2022, before me, the undersigned, personally appeared Carole M. Maxson, who acknowledges that this certification of an electronic document is true and correct.

NOTARY PUBLIC

My Commission Expires: 11-5-24

BRITTANY WOOD
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
My Commission Expires 11-05-2024

Wes Williams, Register
Warren County Tennessee
Rec #: 162185 Instrument #: 196396
Rec'd: 90.00 Recorded
State: 0.00 6/17/2022 at 1:30 PM
Clerk: 0.00 in Record Book
Other: 2.00 580
Total: 92.00 PGS 592-609

BK/PG: RB119/276-292
22000876
18 PGS:AL-AMENDMENT
APRIL BATCH: 23752
06/17/2022 - 11:30:43 AM

VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	90.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	92.00

STATE OF TENNESSEE, VAN BUREN COUNTY
APRIL SHOCKLEY
REGISTER OF DEEDS

Prepared by and After Recording to be returned to:

Thompson Burton PLLC
1801 West End Avenue, Suite 1550
Nashville, Tennessee 37203
Attn: William W. Burton

FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

This Fourth Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Overton Retreat Residential Community (this "Amendment") is made effective as of the 17th day of June, 2022 by **OVERTON MOUNTAIN DEVELOPMENT PARTNERSHIP**, a Tennessee general partnership ("Declarant").

BACKGROUND:

A. Declarant recorded Declaration of Covenants, Conditions, Easements and Restrictions dated June 24, 2002, recorded at Record Book 28, Page 610, Register's Office for Warren County, Tennessee, as amended by that certain Supplemental Declaration of Covenants, Conditions, Easements and Restrictions for Overton Retreat dated March 28, 2008, recorded at Record book 212, Page 754, aforesaid records, as amended by that certain Second Amendment to the Declaration of Covenants, Conditions, Easements and Restrictions for Overton Retreat Residential Community dated March 11, 2015, recorded at Record Book 358, Page 842, aforesaid records, and as further amended by Third Amendment to Declaration of Covenants, Conditions, Easements and Restrictions dated February 3, 2022, recorded at Record Book 564, Page 690, aforesaid records (collectively, the "Declaration");

B. Pursuant to Section 14.2(a) and Article XIII of the Declaration, until the expiration or earlier termination of the Class "B" Control Period, Declarant may unilaterally amend the Declaration for any purpose, including without limitation annexation of additional real property into the Overton Retreat Residential Development, as more specifically provided therein; and

C. For the purpose of protecting the value and desirability of the real property subjected to the Declaration as a residential and recreational development and, in furtherance if Declarant's intent to establish a general plan of development for Overton Retreat Residential Community as a master planned community, Declarant desires to amend the Declaration in accordance with the terms and conditions hereof.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) in hand paid, the premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Declarant hereby amends the Declaration as follows:

1. **Background; Defined Terms**. The parties hereto acknowledge and agree that the recitals set forth above are true and correct and are incorporated herein by this reference; provided, however, that such

recitals shall not be deemed to modify the express provisions hereinafter set forth. Defined terms used herein, but not otherwise defined, shall have the meaning set forth in the Declaration.

2. **Maintenance**.

a. Lots numbered 84 through 87 (the "Driveway Lots") are accessed by an existing gravel driveway (the "84-87 Gravel Driveway") located within the Properties. Between the 84-87 Gravel Driveway and Long Mountain Trail is a field area ("Field Area"). Both the 84-87 Gravel Driveway and the Field Area shall be part of the Association's Area of Common Responsibility. It is anticipated that the 84-87 Gravel Driveway shall remain a gravel driveway. The owners of the Driveway Lots shall not have the right to construct driveways or other improvements in the Field Area, or make any alterations to the Field Area, without the prior written approval of the Board of Directors, provided that owners of the Driveway Lots may mow the portion of the Field Area on their Driveway Lots at their expense at the minimum height at which Common Areas similar to the Field Area are mowed. All Owners shall have the right to use the Field Area in the same manner that they have the right to use Common Areas.

b. The Association shall maintain the existing visual clearings in Common Areas between the existing lakes and Lots numbered 26 through 54 (excluding any clearings done by individual Lot Owners not approved by the Association), as well as any future Lots bordering the portions of any Common Areas surrounding the lakes. Such maintenance shall be accomplished through mowing, pruning or other means determined by the Association.

3. **Use and Design Restrictions**.

a. The following sentence is hereby inserted as the last sentence in Section 10.5.1 of the Declaration:

i. "A majority of the members of the Architectural Review Committee may not at the same time be members of the Board of Directors."

b. The following new sections are hereby inserted into Article X of the Declaration as follows:

i. "10.6. Structures in the Common Areas. All new structures and other improvements in any Common Areas, other than temporary structures that are removed within thirty (30) days and easily removable athletic or game equipment, must be approved in advance by the Architectural Review Committee.

ii. 10.7 Exterior Lighting Restrictions. The Association desires to maintain the dark sky environment for the preservation of wildlife and the enjoyment of all Owners. Accordingly, the following shall apply to all Lots and Common Areas:

1. All outdoor luminaires shall be full cutoff, fully shielded, downlight only with low glare, and there shall be no direct glare or bulbs visible from any property outside the Adjoining Property;

2. Use of lasers, searchlights, and/or any other high intensity lighting is prohibited; and

3. Light Emitting Diode (LED) lighting with blue-rich light output, High Pressure Sodium (HPS) lighting, and Low Pressure Sodium (LPS) lighting, are all prohibited.

Notwithstanding the foregoing, the following shall be permitted: (i) entrance lighting on structures using not more than three conventional shielded or diffused incandescent or LED lighting fixtures for each entrance that do not exceed 1,000 lumens in aggregate light output and having color temperatures not to exceed 3000 Kelvin, and (ii) conventional fully shielded area spotlights not exceeding 5,000 lumens in aggregate light output on the same circuit with conventional LED or incandescent spotlights having color temperatures not exceeding 3000 Kelvin, provided that such spotlights must be aimed at least 60 degrees below horizontal and such spotlights must be used only on a temporary or emergency basis (*i.e.*, they may not be left on overnight, be on a timer or ambient light sensor that automatically turns them on, or be activated by the presence or motion of small animals near the spotlight). If new lighting technology is developed after the date hereof, then the provisions of this Section shall apply to such new technology to achieve the same results contemplated by this Section.

4. **General Provisions**. New Section 14.2(d) is hereby inserted into the Declaration

a. "Amendment to By-laws and/or Architectural Guidelines. The approval of members holding at least two-thirds of all votes eligible to be cast on general matters shall be required for all of the following:

i. Amendments of and revisions to the Architectural Guidelines;

ii. Amendments of and revisions to the Bylaws, subject to the provisions of the Tennessee Nonprofit Corporation Act;

iii. Sale, transfer, mortgage or lease of any portion of any Common Area; and/or

iv. Dedication of any roads within the Common Areas to any governmental authority, the permanent removal of the gate at the entrance to the subdivision at the end of Long Mountain Road, and/or the pavement of any roads within the Common Areas with asphalt or concrete."

5. **Annexation**. Declarant hereby annexes the real property described in **Exhibit "A"** attached hereto into the Overton Retreat Residential Development. From and after the date hereof, such additional property shall be included within the definition of Properties herein and shall be subject to all the terms and provisions of this Declaration, the Bylaws, the Charter, the Use and Design Restrictions, and any rules established for the Properties from time to time, all as amended from time to time.

6. **By-laws**. The By-laws attached as **Exhibit "D"** to the Declaration is hereby deleted in its entirety and replaced by the Amended and Restated By-laws attached hereto as **Exhibit "D"**, which have been approved by the Board of the Association. The Amended and Restated By-laws shall amend and supersede all prior By-laws that may have been approved and/or adopted by the Board.

7. **Miscellaneous**. Except as specifically modified and amended hereby, all of the terms, conditions and provisions of the Declaration remain in full force and effect. This Amendment may be executed in multiple counterparts, each one of which shall be deemed an original and one and the same document. This Amendment shall be governed by and construed in accordance with the laws of the State of Tennessee.

[Signatures Commence on Following Page]

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed by its authorized representative as of the day and year first above written.

DECLARANT:

OVERTON MOUNTAIN DEVELOPMENT PARTNERSHIP,
a Tennessee general partnership

By: _____
Name: David P. Bohman
Title: Operating Managing Partner

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for said County in said State, personally appeared David P. Bohman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Operating Managing Partner of Overton Mountain Development Partnership, the within named bargainor, a Tennessee general partnership, and that he as such partner executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as Operating Managing Partner.

Given under my hand this 17 day of June, 2022.

_____
Notary Public

My Commission Expires:

ALISA CORAZZA BROWN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 7-7-2025

EXHIBIT "A"

Legal Description of the Annexed Property

Parcel 1; 071 005.01 p/o:

Beginning on an iron pin in the east margin of Long Mountain Trail, being S 39°26'45" East 127.46' from the most northern corner of Lot 73, Overton Retreat – Phase II (Plat Cabinet B – Slide 265B); thence leaving Long Mountain Trail and severing the lands of Overton Mountain Development Partnership (Deed Book 312 – Page 848), N 24°24'39" E 162.43' to an iron pin; thence N 38°13'20" E 246.84' to an iron pin; thence S 66°18'24" East 166.00' to an iron pin; thence continuing in part with a new line of Overton Mountain Development Partnership (312-848) and on with a new line of Overton Mountain Development Partnership (Deed Book 312 – Page 836), S 83°37'14" E 227.69' to an iron pin; thence S 56°56'08" E 289.56' to an iron pin; thence S 32°53'09" E 80.51' feet to an iron pin; thence S 26°56'06" W 507.51' to an iron pin in the north margin of Chestnut Hollow Trail; thence with the north margin of Chestnut Hollow Trail and with a curve turning to the left having an arc length of 116.28', a radius of 415.65', a chord bearing of N 56°15'17" W, and a chord length of 115.90'; thence N 64°16'07" W 68.78'; thence with a curve turning to the right having an arc length of 52.87', a radius of 195.56', a chord bearing of North 56°31'22" W, and a chord length of 52.71'; thence N 48°46'37" W 43.81'; thence N 52°45'31" W 124.38'; thence N 56°56'02" W 187.29'; thence N 61°03'44" W 64.68'; thence with a curve turning to the left having an arc length of 69.50', a radius of 167.68', a chord bearing of N 72°56'12" W, and a chord length of 69.00'; thence N 84°48'39" W 16.91'; thence with a curve turning to the right having an arc length of 36.36', a radius of 25.00', a chord bearing of N 43°08'41" W, and a chord length of 33.24' to a point in the east margin of Long Mountain Trail; thence leaving Chestnut Hollow Trail and with the east margin of Long Mountain Trail and with a curve turning to the left having an arc length of 21.29', a radius of 316.13', a chord bearing of N 03°24'27" W, and a chord length of 21.28' to the point of beginning. Containing 8.71 acres more or less as surveyed by Tom B. Thaxton, TN RLS # 105 on July 1, 2007.

Being a portion of the property conveyed unto Overton Mountain Development Partnership, a Tennessee General Partnership of record in Deed Book 312 – Page 836 and a portion of property conveyed unto Overton Mountain General Partnership, a Tennessee General Partnership of record in Deed Book 312 – Page 848 in the Register of Deeds office of Warren County, Tennessee.

Parcel 2; 071 005.01 p/o:

Beginning on an point in the south margin of Long Mountain Trail, being S 63°26'05" E 143.02' from the southwest corner of Lot 84, Overton Retreat – Phase II (Plat Cabinet B – Slide 265B); thence with the south margin of Long Mountain Trail, S 83°53'54" E 77.18'; thence S 87°32'00" E 124.64'; thence with a curve turning to the left having an arc length of 206.57', a radius of 606.92', a chord bearing of N 82°42'57" E, and a chord length of 205.58'; thence N 72°57'54" E 86.54'; thence N 70°15'19" E 127.75'; thence N 68°26 17" E 7.29' to an iron pin; thence leaving Long Mountain Trail and severing the lands of Overton Mountain Development Partnership (Deed Book 312 – Page 836), S 32°02'29" E 240.30' to an iron pin; thence S 11°33'48" W 241.45' to an iron pin; thence S 49°26'12" W 101.62' to an iron pin; thence S 07°17'02" W 152.27' to an iron pin; thence S 21°35'49" W 307.52' to an iron pin; thence S 51°21'34" W 94.02' to an iron pin; thence N 78°01 01" W 177.02' to an iron pin; thence continuing in part with a new line of Overton Mountain Development Partnership (312-836) and on with a new line of Overton Mountain Development Partnership (Deed Book 312 – Page 848), N 70°05'44" W 310.64' to an iron pin; thence N 49°29'49" W 254.88' to an iron pin; thence N 08°29'43" E 165.07' to an iron pin; thence N 39°28'56" E 358.27' to an iron pin in the west margin of Lake Point Trail; thence with the west margin of Lake Point Trail, N 07°14'18" E 143.62'; thence with a curve turning to the left having an arc length of 39.77', a radius of

25.00', a chord bearing of N 38°19'48" W, and a chord length of 35.70' to the point of beginning; Containing 14.91 acres more or less as surveyed by Tom B. Thaxton, TN RLS # 105 on July 1, 2007.

Being a portion of the property conveyed unto Overton Mountain Development Partnership, a Tennessee General Partnership of record in Deed Book 312 – Page 836 and a portion of property conveyed unto Overton Mountain General Partnership, a Tennessee General Partnership of record in Deed Book 312 – Page 848 in the Register of Deeds office of Warren County, Tennessee.

Parcel 3; 072 002.00 p/o

Beginning on an iron pin in the north margin of Long Mountain Trail, being the southwest corner of Lot 79, Overton Retreat – Phase II (Plat Cabinet B – Slide 265B); thence leaving Lot 79 and going with the north margin of Long Mountain Trail and with a curve turning to the left having an arc length of 68.80', a radius of 552.08', a chord bearing of S 68°54'47" W, and a chord length of 68.75'; thence S 65°20 36" W 107.57'; thence with a curve turning to the left having an arc length of 134.20', a radius of 154.51', a chord bearing of S 40°27 42" W, and a chord length of 130.02' to an iron pin, being a northeast corner of Allison Harding Reichenbach Trustee (Record Book 375 – Page 435); thence leaving Long Mountain Trail and with Reichenbach, N 57°29'56" W 190.47' to an iron pin; thence S 56°41 06" W 716.65' to an iron pin in an east line of Crystal Jill Gateley (Record Book 390 – Page 69); thence leaving Reichenbach and with Gateley, N 56°25'30" W 275.12' to an iron pin; thence N 11°46'12" W 403.47' to an iron pin; thence N 20°07'25" W 438.53' to an iron pin; thence N 40°01'56" W 266.73' to an iron pin; thence N 50°49'50" W 350.49' to an iron pin; thence N 02°22'05" W 198.32' to an iron pin; thence N 03°51'15" E 214.89' to an iron pin; thence S 87°51'35" W 92.23' to an iron pin, being a southeast corner of Vivian Dodson (Deed Book 304 – Page 222); thence leaving Gateley and with Dodson, N 45°02'59" E 304.79' to an iron pin; thence N 66°40'38" E 536.09' to an iron pin; thence N 64°53'33" E 365.51' to an iron pin; thence N 67°23'29" E 363.66' to an iron pin; thence S 03°35'42" E 162.59' to an iron pin; thence S 05°19'57" W 686.30' to an iron pin; thence N 74°25'01" E 158.55' to an iron pin; thence S 56°50'56" E 570.80' to an iron pin; thence N 71°15'58" E 47.72' to an iron pin, being the northwest corner of Lot 79; thence leaving Dodson and with the west line of Lot 79, S 00°01'50" E 956.46' to the point of beginning. Containing 66.19 acres more or less as surveyed by Tom B. Thaxton, TN RLS # 105 on July 1, 2007.

Being a portion of Tract 1 conveyed unto Overton Mountain Development Partnership, a Tennessee General Partnership of record in Record Book 95 – Page 298 and a portion of the 35.90 acre parcel conveyed unto Overton Mountain Development Partnership, a Tennessee General Partnership of record Deed Book 313 – Page 1 and a portion of the property conveyed unto Overton Mountain Development Partnership, a Tennessee General Partnership of record Deed Book 312 – Page 848 in the Register of Deeds office of Warren County, Tennessee.

Parcel 4; 072 002.00 p/o:

Beginning on an iron pin in the north margin of Long Mountain Trail, being the southeast corner of Lot 87 Overton Retreat – Phase II (Plat Cabinet B – Slide 265B); thence leaving Long Mountain Trail and with the east line of Lot 87, N 20°55'05" W 823.37' to an iron pin in a south line of Vivian Dodson (Deed Book 304 – Page 222); thence leaving Lot 87 and with Dodson, N 70°47'00" E 369.28' to an iron pin; thence N 66°40'31" E 347.04' to an iron pin; thence leaving Dodson and going with a new line of Overton Mountain Development Partnership (Deed Book 312 – Page 848 (842)), S 37°34'19" 1023.21' to a point in the south margin of Long Mountain Trail; thence with the south margin of Long Mountain Trail and with a curve turning to the right having an arc length of 2.82', a radius of 270.58', a chord bearing of S 55°21'51" W, and a chord length of 2.82' to a point; thence S 55°39'45" W 198.92'; thence S 52°18'41" W 124.98'; thence S 51°47'52" W 87.17'; thence with a curve turning to the right having an arc length of 371.26', a radius of 358.13, a chord bearing of S 81°29'44" W, and a chord length of 354.86'; thence N

68°48'24" W 101.33'; thence with a curve turning to the left having an arc length of 191.87', a radius of 262.69', a chord bearing of N 89°43'52" W, and a chord length of 187.63'; thence S 69°20'39" W 13.29'; thence crossing Long Mountain Trail, N 20°55'05" W 50.00' to the point of beginning. Containing 20.20 acres more or less as surveyed by Tom B. Thaxton, TN RLS # 105 on July 1, 2007.

Being a portion of the property conveyed unto Overton Mountain Development Partnership, a Tennessee General Partnership of record Deed Book 312 – Page 836 and a portion of property conveyed unto Overton Mountain Development Partnership, a Tennessee General Partnership of record Deed Book 312 – Page 842 and a portion of the property conveyed unto Overton Mountain Development Partnership, a Tennessee General Partnership of record Deed Book 312 – Page 848 in the Register of Deeds office of Warren County, Tennessee.