

BK/PG: 3422/804-844

04056018

THIS INSTRUMENT PREPARED BY:

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RESTRICTIONS	
12/06/2004	10:23 AM
BATCH	34538
MTG TAX	0.00
TRN TAX	0.00
REC FEE	205.00
DP FEE	2.00
REG FEE	0.00
TOTAL	207.00
STATE OF TENNESSEE, WILLIAMSON COUNTY	
SADIE WADE	
REGISTER OF DEEDS	

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR
 BENT CREEK**

THIS DECLARATION, made on the date hereinafter set forth by **CK DEVELOPMENT, L.L.C.**, a Tennessee limited liability company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Williamson, State of Tennessee, which is more particularly described on the attached Exhibit A, which is incorporated by reference herein, which shall be developed into section and/or phases of Bent Creek, plats of which shall be recorded from time to time showing residential building lots to be developed from such property, the entire development of which shall consist of eight hundred four (804) residential building lots when all property to be included in Bent Creek under the Town of Nolensville Planned Unit Development Plan for Bent Creek is annexed into this instrument.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold 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 and be binding on all parties having any right, title or interest in the

described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to **BENT CREEK HOMEOWNERS ASSOCIATION**, a Tennessee not-for-profit corporation, its successors and assigns.

Section 2. "Bylaws" shall mean the Bylaws of the Association more particularly set forth as Exhibit B attached hereto.

Section 3. "Common Area" shall mean and refer to the areas now or hereafter designated as Common Area or Common Areas on any Plat of sections and/or phases of Bent Creek, as herein defined, or which are conveyed or deeded to the Association for the purpose of serving as Common Areas.

Section 4. "Declarant" shall mean and refer to CK Development, L.L.C., a Tennessee limited liability company, and any party designated by it, as having some or all of the rights of Declarant.

Section 5. "Declaration" shall mean and refer to this instrument, as it may be amended and supplemented from time to time in the manner set forth herein.

Section 6. "Lot" shall mean and refer to each of the eight hundred four (804) residential building sites shown upon the Planned Unit Development Plan for Bent Creek approved by the Town of Nolensville, which Lots shall be platted in phases from time to time as development work is completed.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including

contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Plat" shall mean and refer collectively to all plats of Bent Creek as may hereinafter be recorded showing section and/or phases of residential building lots from the properties described on the attached Exhibit A and all additional property which shall be annexed into this instrument.

Section 9. "Properties" shall mean and refer to that certain real property described on the attached Exhibit A, and such properties as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTY

Declarant shall have the unilateral right, privilege and option from time to time to subject to the provisions of this Declaration any additional property by filing in the Office of the Register for Williamson County, Tennessee an amendment annexing such real property. Any such annexation shall be effective upon the filing for record of such amendment unless otherwise provided in the amendment. Declarant may assign this right of annexation to any person or entity. Declarant reserves the right to create cross easements and to restrict all properties brought within the provisions of this instrument according to the terms of this Declaration. The amendment may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties which are not inconsistent with the scheme of this Declaration. Declarant, and any assignee of Declarant, may change or alter the number, dimensions and location of lots comprising additional phases and sections of Bent Creek Subdivision to be brought within the Properties. The Common

Areas initially covered by this Declaration shall inure to the benefit of the Owners of any new Lots which may become subjected to this Declaration and the Common Area allocable to the Owners of any new Lots shall inure to the benefit of the Owners of Lots recorded earlier, each to enjoy the Common Area of the other and to have and to hold the same as if each new Lot had been developed and subjected to this Declaration simultaneously.

ARTICLE III

THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The purpose of the Association shall be to maintain the Common Area and to provide other functions as set forth herein.

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

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

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each of the eight hundred four (804) Lots included within the Town of Nolensville Planned Unit Development Plan for Bent Creek, until such Lot is sold by Declarant. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when one hundred percent (100%) of the eight hundred four (804) Lots in all sections or phases of Bent Creek which are contemplated to be platted and annexed into the Declaration, have been sold by Declarant; or

(b) December 31, 2020

Section 3. Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot. The right of enjoyment is subject to the following provisions:

(a) The right of the Association to borrow money for the purpose of improving the Common Areas or for constructing, repairing or improving any facilities located or to be located thereon, and to give as security for the repayment of any such loan a mortgage conveying all or a part of the Common Areas;

(b) The right of the association to suspend the voting rights and the right to use Common Areas for any period during which any assessment against a lot remains unpaid, and for a period of time for any infraction of its rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association and such agency, authority or utility.

Section 4. Delegation of Use. Lot Owners may delegate their right of enjoyment to the Common Areas to the members of their immediate families or to their tenants or contract purchasers who reside on the Lot. Membership in the Association may not be conveyed separately from ownership of a Lot.

Section 5. Association's Right of Entry. An authorized representative of the Association shall be entitled to reasonable access to the individual Lots as may be required in connection with

the preservation of property of an individual Lot or in the event of an emergency or in connection with the maintenance of, repairs or replacements with the Common Area, or any equipment, facilities or fixtures affecting or serving other Lots or the Common Area or to make any alteration required by any governmental authority.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Lot Owner within the Properties, except Declarant, or Declarant's assignee, hereby covenants, and by acceptance of a deed or other transfer for a Lot, whether or not it shall be so expressed in such deed or transfer, is deemed to covenant and agree to pay to the Association: (a) monthly, quarterly and/or annual assessments or charges, and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Declarant shall be responsible for the maintenance costs of the Association incurred over and above assessed amounts payable to the Association by Owners other than Declarant until Declarant transfers control of the Association. Maintenance cost overruns funded by Declarant are obligations of the Association and shall be repaid by the Association to Declarant. The periodic and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person, other than Declarant, or Declarant's assignee, who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed.

Section 2. Purpose of Assessments.

(a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties, and for the improvement and maintenance of the Common Area, as defined herein, including but not limited to the cost of labor, equipment, materials, landscaping, signs, management and supervision, payment of taxes assessed against the Common Areas, the procurement and maintenance of insurance in accordance with the Bylaws and in such amount or amounts as is customarily and normally maintained in subdivisions within the area, the employment of attorneys to represent the Association when necessary, and such other needs as may arise. The Association shall maintain, operate and repair the open spaces and Common Area and landscape amounts, including gates, walls and landscaping in such areas.

(b) Declarant may construct certain recreational facilities on part of the Common Area for the benefit of the lot owners in Bent Creek and the members of the Association. The Association shall execute and deliver to Declarant a promissory note in the principal amount of \$250,000.00, without interest payable in equal monthly installments over eight (8) years, to repay Declarant for a portion of its costs incurred in constructing those recreational facilities. That promissory note shall be secured by a deed of trust on the portion of the Common Area occupied by said recreational facilities. A portion of the assessments provided for in this article, such portion being in the amount of \$10.00 per month per Lot that is then subject to an assessment, shall be paid by the Association to Developer to pay the promissory note. In the event the recreational facilities are not constructed, then the promissory note shall be returned by Declarant to the Association.

Until Class B membership ceases and is converted to Class A membership, Declarant or its nominee shall administer the assessments and receipts therefrom.

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

Section 4. Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Uniform Rate of Assessment. Except as specifically provided herein, both annual and special assessments must be fixed at a uniform rate for all Lots, except for the Lots owned by Declarant, or Declarant's assignee, and may be collected on a monthly, quarterly or annual basis. The Board of Directors may at its discretion waive the assessment for any year or portion of a year for any Lot not occupied as a residence.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments shall commence as provided for herein. The first annual assessment shall be adjusted

according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates may be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of the rate of ten (10%) percent per annum or the maximum interest rate allowed by applicable law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot(s) in question. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any of the benefits of Association membership or abandonment of such Owner's Lot.

Section 8. Subordination of the Lien to Mortgages and Deeds of Trust. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Approval of Construction and Landscape Plans.

(a) No structure may be erected, placed or altered on any Lot, and no building permit may be obtained, until the construction plans and building specifications and a plan showing (i) the location of improvements on the Lot; (ii) the grade elevation (including rear, front and side elevations); (iii) the type of exterior material and roof material (including delivery of samples thereof); (iv) the color of paint or stain to be applied to any exterior surfaces and the color of the roof material (including delivery of samples thereof); and (v) the location and size of the driveway (which shall be exposed aggregate concrete, unless otherwise approved by Declarant), shall have been approved in writing by the Declarant, or the Architectural Control Committee designated by the Board of Directors of the Association.

(b) In addition to the plans referred to in the previous paragraph, a landscape plan shall be submitted to the Declarant for its approval in writing, which plan shall show the trees, shrubs and other plantings. The landscaping plan and landscaping as completed shall provide for landscaping across the entire front of the house in accordance with the landscape requirements of the Town of Nolensville Planned Unit Development Plan for Bent Creek. Thereafter, no additional trees, shrubs or other plantings may be placed on any Lot's yard area bordering on the subdivision streets and Common Area until a supplementary landscape plan has been submitted to and approved by Declarant in writing.

(c) Prior to completion of initial construction on a Lot, a sidewalk shall be constructed parallel to the street frontage in accordance with the requirements for such sidewalks set forth in the Town of Nolensville Planned Unit Development Plan for Bent Creek.

(d) The owner of each Lot shall be responsible for installing a water pressure reduction valve for such residence, in the event water pressure from Nolensville College Grove Utility District is greater than recommended levels for residential water service.

(e) References to "Declarant" shall include any entity, person or association to whom Declarant may assign the rights of approval hereunder, and after conveyance of title to all Lots platted from the property described on Exhibit A, Declarant shall for purposes of this Article shall also mean the Board of Directors of the Association, or an architectural committee designated by the Board of Directors. References to "structure" in this Article shall include all buildings (including garages), fences, walls, basketball goals, tennis courts, antennae and microwave and other receivers and transmitters (including those currently called "satellite dishes). In addition to the foregoing, all basketball goals, including portable basketball goals, must be located at all times at least eleven (11) feet back from the street.

Section 2. Building Materials; Roof; Builder; Paint Colors.

(a) The exterior building material of all structures shall extend to the ground level and shall be either brick, stone, brick veneer, stone veneer, or a combination of same. Declarant recognizes that the appearance of other exterior building materials (such as wood siding) may be attractive and innovative and reserves the right to approve in writing the use of other exterior building materials.

(b) The roof pitch of any residential structure shall not be less than a plane of eight (8) inches vertical for every plane of twelve (12) inches horizontal, unless otherwise approved in writing by Declarant.

(c) All general contractors, construction managers, and other parties constructing a residential structure on any Lot must be approved as a builder in the development by

Declarant. Any such party desiring to obtain Declarant's approval to construct a residence must complete and submit to Declarant on American Institute of Architects Qualification of Builder form together with all required supportive data. As minimum threshold requirements, the general contractor constructing the residential structure on any Lot shall have been in the construction business for a period of one (1) year and must have supervised the construction of or built a minimum of six (6) homes. Declarant imposes this requirement to maintain a high quality of construction within the subdivision, and reserves the right to waive these standards of experience.

(d) The color of any paint or stain to be applied to exterior surfaces, whether original application or later reapplication, must be approved by Declarant.

Section 3. Minimum Floor Areas. The following shall be the minimum floor areas for homes to be constructed in Bent Creek:

(a) The floor area of a one (1) story house shall be a minimum of one thousand two hundred (1,200) square feet.

(b) The floor area of a two (2) story house shall be a minimum of one thousand four hundred (1,400) square feet.

Finished basement areas, sun porches, garages and open porches are not included in computing floor areas.

Section 4. Setbacks. No structure shall be located on any Lot nearer to the front Lot line or the side street line than the minimum building setback lines shown on the recorded plat, except bay windows and steps may project into said areas. Declarant may vary established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

Section 5. Garages; Carports. All Lots shall have at least a two (2) car garage unless otherwise approved in writing by Declarant. No detached garages or carports are allowed unless

otherwise approved in writing by Declarant. Garages, as structures, are subject to prior plan approval under Section 1 of this Article.

Section 6. Landscaping; Driveways; Trees.

(a) Before final completion of construction of a residence, the Lot Owner shall grade, seed, straw and landscape the Lot. Declarant in its sole discretion may extend a thirty (30) day grace period for this work to allow for weather conditions, provided the Lot Owner has made a good faith effort to satisfy this requirement.

(b) Upon final completion of construction of a residence, the Lot Owner shall cause to be planted two (2) trees (at least three (4) inches in diameter) in the front yard of the Lot, and if the Lot is a corner Lot, an additional one (1) such tree in the street-side yard. Trees will be planted in accordance with the landscaping plan approved by the Town of Nolensville planning staff. No tree outside the approved house construction limits shall be removed from any Lot without the prior written approval of Declarant.

(c) Upon an Owner's failure to comply with the provisions of this Section 6, Declarant may take such action as necessary to comply therewith, and the Owner shall immediately, upon demand, reimburse Declarant or other performing party for all expenses incurred in so doing, together with interest at the rate accruing on past due assessments as provided herein, and Declarant shall have a lien for such expenses and interest on the applicable Lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced by foreclosure against that Lot and the improvements thereon, but such lien shall be subordinate to any mortgage or deed of trust thereon.

Section 7. Mail and Paper Boxes; Hedges. Mailboxes and paper holders shall be of the type and made by the manufacturer required by Declarant, and shall be installed in accordance with

design drawings furnished by Declarant. All mail boxes and paper holders shall be installed by the Lot Owner prior to occupancy of the residence. An evergreen shrub hedge shall be planted and maintained on each Lot having a garage opening facing the street in accordance with the Town of Nolensville Bent Creek Planned Unit Development requirements. No other hedge shall be planted on any Lot unless its design and planting are approved in writing by Declarant.

Section 8. Preliminary Review; Standards of Review. If prior to designing structures, landscaping or other improvements, there is any question that a particular design may not be acceptable to Declarant, the Lot Owner or builder may consult with Declarant concerning appropriate plans and specifications. Approval shall be based upon, among other things, adequacy of site dimensions, harmony of external design with neighboring structures, and uses; upon relation of topography, grade and finished ground elevation of the Lot being improved to that of neighboring Lots; upon proper facing of main elevations with respect to nearby streets; and upon conformity of the plans and specifications to a traditional architectural theme as contemplated by Declarant. By approving any plans and specifications, Declarant makes no representation that the plans and specifications comply with any law, ordinance or regulation of any governmental agency.

ARTICLE VI

RIGHTS OF GOVERNMENTAL AUTHORITY

The Association shall not be dissolved nor, except as specifically provided herein, shall it dispose of its rights or obligations with respect to the Common Area, except to an organization conceived and established to maintain the Common Area, without first offering to convey the same to Williamson County, Tennessee, or other applicable governmental authority having jurisdiction, and the said conveyance be approved by the applicable governmental authority.

ARTICLE VII

OBLIGATION TO CONSTRUCT OR RECONVEY

Each Lot Owner, other than the Declarant, shall within twelve (12) months after the date of conveyance of a Lot without a residence thereon, commence in good faith the construction of a single-family residence approved according to the requirements of this Declaration, upon each Lot conveyed; provided, that should said construction not commence within the specified period of time, the Declarant may elect at its sole option to repurchase any and all Lots on which construction has not commenced for the original purchase price at the sale of the Lot by Declarant of said Lot or Lots, in which event the Lot Owner shall immediately reconvey and deliver possession of said Lot or Lots to the Declarant by deed of general warranty subject to no encumbrances other than those encumbering the Lot at the time of initial conveyance by Declarant. Construction of each residence must be completed within twelve (12) months after commencement of construction. In the event construction is not commenced on a Lot within twelve (12) months after the initial sale by Declarant, or construction is not completed within twelve (12) months after commencement of construction, the Lot Owner shall be automatically assessed the amount of One Thousand and No/100 (\$1,000.00) Dollars, for each year or portion of a year, which passes until completion of construction of the residence on the Lots. Such amounts shall be payable for Declarant, or its assignee, and such amounts shall also be a lien upon the Lot affected which lien shall be enforceable, and shall have the same priority, as other liens for assessments under this Declaration.

ARTICLE VIII

USE RESTRICTIONS/ MAINTENANCE REQUIREMENTS

Section 1. Primary Use Restrictions. No Lot shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain

on any Lot except for one (1) single family dwelling designated for the occupancy of one (1) family (including any domestic servants living on the premises), not to exceed two and one-half (2-1/2) stories in height (except that a basement opening only on the back of the residence may be in addition to the two and one-half (2-1/2) story minimum and containing a garage, for the sole use of the Owner and occupants of the Lot unless otherwise approved in writing by Declarant.

Section 2. Nuisances. No noxious or offensive trade or activity shall be conducted on any Lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

Section 3. Use of Other Structures and Vehicles.

(a) No structure of a temporary character including, without limitation, dog houses and dog runs, shall be permitted on any Lot except temporary tool sheds or field offices used by a builder who is constructing a residence(s) on an adjoining Lot(s) or Declarant, which, in the case of a builder shall be removed when construction or development is completed on the adjoining Lot(s).

(b) No outbuilding, trailer, basement, tent, shack, garage, barn or structure other than the main residence erected on a Lot shall at any time be used as a residence, temporarily or permanently unless otherwise approved in writing by Declarant pursuant to this Declaration.

(c) No trailer, truck, motorcycle, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any Lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any Lot (except in the garage) or on any street in the subdivision. No trailer, boat, truck, or other vehicle, except an automobile shall be parked on any street in the subdivision for a period in excess of one (1) twenty-four (24) hour period in any calendar year.

(d) No automobile shall be continuously or habitually parked on any street or public right-of-way in the subdivision.

Section 4. Animals. No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets (meaning the domestic pets, traditionally recognized as household pets in this geographic area) may be kept, provided they are not kept, bred or maintained for any commercial or breeding purposes.

Section 5. Clothes Lines; Fences and Walls; Tennis Courts; Swimming Pools; Antennae and Receivers/Transmitters; Yard Ornaments.

(a) No outside clothes lines shall be erected or placed on any Lot.

(b) No fence or wall of any nature may be extended toward the front or street side property line beyond the front or side wall of a residence. No fence or wall of any nature may be erected, placed or altered on any Lot until the type of building materials and the construction plans are approved as provided in this Declaration. The fence type and height, and the landscaping required on the street side of the fence, must be determined by Declarant.

(c) No tennis court fence shall be erected on any Lot in the subdivision unless the fencing is coated with black or green vinyl.

(d) No above-ground swimming pool shall be erected or placed on any Lot.

(e) No antennae (except for standard small television antennae) or microwave and other receivers and transmitters (including those currently called "satellite dishes") shall be erected or placed on any Lot unless the Lot Owner can show special circumstances requiring the use of extraordinary receivers or transmitters and unless its design and placement are approved by Declarant. By granting permission to a Lot Owner to erect any of the aforementioned receivers or

transmitters, Declarant shall not be deemed to have waived this restriction as it may apply to other Lots.

(f) No ornamental yard objects, statuary, sculpture, or other similar item, shall be placed on any Lot unless its design and placement are approved in writing by Declarant.

Section 6. Duty to Maintain Lot. From and after the date construction of a single family residence on a Lot is begun, it shall be the duty of each Lot Owner to keep the grass on the Lot cut on a weekly or bi-weekly basis, depending upon the growing season, to keep the lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Should any Owner fail to do so, the Declarant, or the Association, may take such action as it deems appropriate, including mowing, in order to make the Lot neat and attractive and the Owner shall, immediately upon demand, reimburse Declarant or the Association for all expenses incurred in so doing, together with interest at the rate provided herein, and Declarant or the Association shall have a lien on that Lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced by foreclosure against that Lot and the improvements thereon, but such lien shall be subordinate to any first mortgage or deed of trust thereon.

Section 7. Duty to Repair and Rebuild.

(a) Lot Owners shall, at their sole cost and expense, repair their residence, keeping it in a condition comparable to that at the time of its initial construction.

(b) If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then the Owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its condition immediately prior to the casualty.

Section 8. Business; Home Occupations. No trade or business of any kind (and no practice of medicine, dentistry, chiropractic, osteopathy and other like endeavors) shall be conducted on any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, provided that an office may be maintained by business and professional persons if no signs are posted on the premises and no consultation or treatment is performed for visitors to the premises. In addition, notwithstanding the provisions hereof, a new house or houses may be used by a builder thereof as a model home for display or for the builder's own office provided said use terminates within eighteen (18) months from completion of the house or upon such additional period of time as may be expressly agreed to in writing by Declarant.

Section 9. Signs. No sign for advertising or for any other purpose shall be displayed on any Lot or on a building or a structure on any Lot, except one (1) sign by the builder and one sign by the realtor or Owner advertising the sale or rent thereof, which shall not be greater in area than twelve (12) square feet each; provided, however, Declarant, or its designee or designees, shall have the right to (i) erect larger signs when advertising the subdivision, (ii) place signs on Lots designating the Lot numbers, and (iii) following the sale of a Lot, place signs on such Lot indicating the name of the purchaser. This restriction shall not prohibit placement of occupant name signs and Lot numbers as allowed by applicable zoning regulations.

Section 10. Drainage. Drainage of each Lot shall conform to the general drainage plans of Declarant for the subdivision. Each Lot shall be graded and landscaped so as to direct drainage down the side Lot lines, away from adjacent Lots, as approved by Declarant. No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewage system. Connections on each Lot shall be made with watertight joints in accordance with all applicable plumbing code requirements.

Section 11. Disposal of Trash. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers.

Section 12. Underground Utility Service.

(a) Each Lot Owner's electric utility service lines shall be underground throughout the length of service line from Middle Tennessee Electric Membership Corporation ("MTEMC") point of delivery to the customer's building. Title to the service lines shall remain in, and the cost of installation and maintenance thereof, shall be borne by, the Lot Owner upon whose Lot the service line is located.

Appropriate easements are hereby dedicated and reserved to each Lot Owner, together with the right of ingress and egress over abutting Lots or properties to install, operate and maintain electric service lines to termination points of the utility service provider. Electric service lines, as installed, shall determine the exact location of said easements.

(b) Above-ground electric transformers and pedestals may be installed at appropriate points in any electric easement.

In consideration of bringing service to the property shown on this plat, MTEMC is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

Section 13. Rules for Common Area. The Association is authorized to adopt rules for the use of Common Area and such rules shall be furnished in writing to the Lot Owners.

Section 14. Concrete Delivery and Washdowns. Concrete may be delivered to any lot only in trucks containing not more than six (6) yards of concrete in order to limit damage due to

excessive weight of concrete trucks. Concrete trucks shall be washed down only in areas designated by Declarant, or its assignee for such purpose.

ARTICLE IX

ASSESSMENT TO DECLARANT

No assessment shall be made upon any vacant lot owned by Declarant.

ARTICLE X

RESERVES FOR REPLACEMENT AND WORKING CAPITAL

Section 1. Reserves. The Association shall establish and maintain an adequate reserve funds for the periodic maintenance, repair and replacement of improvements to the Common Area. The reserve fund shall be maintained out of regular assessments for common expenses.

Section 2. Working Capital. The Association shall collect for the initial months of the operation of the Properties an amount equal to at least two (2) months' assessments for each Lot at the time of the sale by Declarant, or an assignee of Declarant, to a purchaser of a Lot. Such funds shall be collected from the purchaser at the closing of sale of the Lot. Such funds shall be maintained in an account for the use and benefit of the Association to insure that the Association will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable. Amounts paid into said fund are not to be considered as advance payment of the regular assessments.

ARTICLE XI

INSURANCE AND FIDELITY BONDS

The Association shall maintain in effect casualty and liability insurance and fidelity bond coverage as is necessary to protect the Association and its employees, and such insurance and

fidelity bond coverage shall be in an amount and in a form sufficient to meet the guidelines set forth in the Federal National Mortgage Association Lending Guide, Chapter 3, Part 5.

ARTICLE XII

RIGHTS OF LENDER

Section 1. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the name and address of the affected Lot Owner, any mortgage holder, insurer or guarantor will be entitled to timely written notice of:

A. Any condemnation or casualty loss that affects either a material portion of the Properties or the Lot securing its mortgage or deed of trust.

B. Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds a mortgage or deed of trust.

C. A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

D. Any proposed action that requires the consent of a specified percentage of mortgage or deed of trust holders.

Section 2. Any holder of a first mortgage or deed of trust is entitled, upon written request, to a financial statement for the immediately preceding fiscal year of the Association.

Section 3. The Association is required to make available not only to Lot Owners, but to lenders, and to holders, insurers or guarantors of any first mortgage or deed of trust, current copies of the Declaration, By-Laws, other rules concerning the Properties, and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, including the right to prosecute an action or other proceeding against any defaulting Lot Owner for enforcement of any lien and the appointment of a receiver for the Lot and ownership interest of such Lot Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or the right to sell the Lot through judicial process, or for any combination of remedies, or for any other relief. All expenses of the Declarant, the Association or any Owner in connection with any such action or proceedings including court costs and attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the lesser of ten (10%) percent per annum, or the highest rate then allowed by applicable law, until paid, shall be charged to and assessed against any such defaulting Lot Owner, and shall be added to and deemed part of the assessment to which the Lot in question is subject, and the Declarant, the Association or any Owner shall have a lien for all of the same, as well as for nonpayment of the assessment to which the Lot in question is subject, upon the Lot of such defaulting Lot Owner and upon all of such Owner's additions and improvements thereto and upon all of such Owner's personal property on the Lot or located elsewhere in the Properties, provided, however, that such lien shall be subordinate to the lien of a recorded mortgage or deed of trust on the interest of such Lot Owner, except for the amount of the proportionate share of the assessment to which the Lot in question is subject which becomes due and payable from and after the date on which the said mortgage or deed of trust owner or holder either takes possession of the Lot, or

accepts a conveyance of any interest therein (other than as a security). In the event of any such default by any Lot Owner, the Declarant, the Association or any Owner shall have the authority to correct such default, and to do whatever may be necessary for such purpose and all expenses in connection therewith shall be charged to and assessed against such defaulting Owner and Lot. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Declarant or the Association. This paragraph shall not be amended, changed, modified or rescinded without the prior consent of all holders of record of mortgages and deeds of trust against Lots in the Properties.

The violation of any restriction, condition or regulation adopted by the Association or the breach of any covenant or provision herein contained, shall give the Declarant or the Association the right, in addition to any other rights provided for in this Declaration: (a) to enter (either peaceably or forcibly without liability to such Lot Owner for such entry) upon the portion of a residence thereon, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Lot Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Declarant or the Association, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or (c) to take possession (either peaceably or forcibly without liability to such Lot Owner for such entry) of such Lot Owner's interest in the Properties and to maintain an action for possession of such Lot in the manner provided by law.

If any Lot Owner (either by such Owner's own conduct or by the conduct of any other occupant of the Lot) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Association, and if such default or violation shall

continue for ten (10) days after notice to the Lot Owner in writing from the Association or shall occur repeatedly during any ten (10) day period after such written notice or request to cure such violation from the Association, then the Board shall have the power to issue to said defaulting Owner a notice in writing terminating the rights of the said defaulting Owner to continue as a Lot Owner and to continue to occupy, use or control such Owner's Lot and thereupon an action in equity may be filed by the Association against said defaulting Owner for a decree of mandatory injunction against such defaulting Owner or any occupant, or in the alternative, for a decree declaring the termination of said defaulting Owner's right to occupy, use or control the Lot owned by such Owner on account of said violation, and ordering that all the right, title and interest of said defaulting Owner in the Lot shall be sold (subject to any existing deed of trust or mortgage) at a judicial sale upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the said defaulting owner from reacquiring such Owner's interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against said defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to said defaulting Owner. In addition to the other remedies provided for herein, in the event of a default by a Lot Owner in the payment of such Lot Owner's respective share of the common expenses which default continues for a period of ninety (90) days, the Association shall have the power and authority to place such Lot Owner's name on a list of delinquent Lot Owners, which list may be posed at a place designated by the Association for notices. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded. Notwithstanding the foregoing, Declarant shall have the unilateral right to make any amendments to this Declaration it may deem necessary or proper for the purpose of annexation of additional property into this instrument or for completion of the Properties, as may be required to obtain Fannie Mae approval for this subdivision, or to otherwise exercise Declarant's unilateral rights to amend this Declaration as provided herein.

Section 4. Easements. Declarant reserves the right to create any additional easements, or modify existing easements, necessary for the development of the Properties for a period of fifteen (15) years from date hereof. Upon request of Declarant, any Lot Owner shall grant such additional easements, or modifications of easements, as Declarant may require. All easements shall be established as set forth on the Plat.

Section 5. Rights of Declarant to Maintain a Sales Office. Declarant, or any other party designated by Declarant, shall have the right to place on any Lot a sales and/or construction trailer and to establish in any residence or other building completed on any Lot a sales office with appropriate signs, and any such sales or construction trailer or building may continue to be used until the complete sales promotion and sale of all Lots, and all residences constructed on the Properties to be sold, have occurred, notwithstanding any other provision in this Declaration.

Section 6. Covenants Running with Land. The covenants, conditions and restrictions contained herein shall run with the land encumbered hereby and shall be binding upon all parties having or acquiring any right, title or interest in all or any portion of the Properties and shall inure to the benefit of each Owner as herein defined.

Section 7. Personal Liability. No member of the Board or any committee of the Association, or any officer of the Association, or the Declarant, or the manager of the Association, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, the manager, if any, or any other representative or employee of the Association, the Declarant, or any committee, or any officer of the Association, or the Declarant, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

IN WITNESS WHEREOF, the Declarant has executed this document on this 3rd day of December, 2004.

CK DEVELOPMENT, L.L.C.,
a Tennessee limited liability company

By: _____

Steven G. Cates

Steven G. Cates, Chief Manager

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

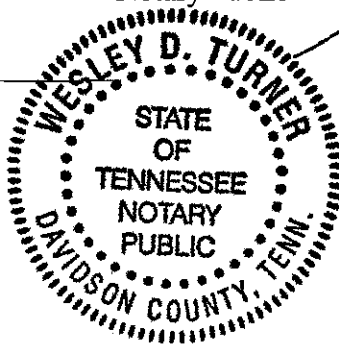
Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **STEVEN G. CATES**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is **CHIEF MANAGER** of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand, at office, this 3 day of December, 2004.

Notary Public

Wesley D. Turner

My Commission Expires: _____



My Commission Expires JAN. 27, 2007

Exhibit A**Tract 1:**

Being a parcel of land lying in the Seventeenth Civil District of Williamson County, Tennessee, a portion of Parcel 25 on Tax Map 59, said property being a portion of the Dobson Family Partners, L.P. and The Lillian Dobson Dunavant Family Limited Partnership property recorded in Deed Book 1357, Page 176 & 180, R.O.W.C.T. and being more particularly described as follows:

BEGINNING at an point in the west margin of Clovercroft Road, 25.00' from centerline, said point being located South 14°39'14" West a distance of 897.94' from the northeast corner of the parent tract; Thence with a new severance line South 87°08'46" East a distance of 30.00' to a point in the centerline of Clovercroft Road;

Thence with the centerline Clovercroft Road the following calls:

South 02°51'14" West a distance of 152.34' to a point

Along a curve to the right with an arc length of 194.26, a radius of 300.00', and being subtended by a chord bearing and distance of North 21°24'17" East, 190.89 to a point;

South 39°57'20" West a distance of 60.25 to a point;

South 44°17'33" West a distance of 225.84' to a point;

Along a curve to the left with an arc length of 528.18, a radius of 1469.60', and being subtended by a chord bearing and distance of South 34°43'11" West, 525.34 to a point;

Thence with new severance lines the following calls:

North 65°34'01" West a distance of 30.00' to a point;

North 65°31'12" West a distance of 48.96' to a point;

North 85°41'43" West a distance of 87.84' to a point;

North 55°41'43" West a distance of 88.19' to a point;

North 25°41'43" West a distance of 88.19' to a point;

North 04°18'17" East a distance of 88.10' to a point;

North 36°22'21" East a distance of 87.84' to a point;

North 40°14'34" East a distance of 150.00' to a point;

North 44°30'04" East a distance of 54.85' to a point;

North 16°36'59" East a distance of 72.13' to a point;

North 14°17'24" East a distance of 250.62' to a point;

North 08°22'52" East a distance of 64.68' to a point;

North 33°42'14" East a distance of 15.72 to a point;

North 29°38'41" East a distance of 64.48' to a point;

North 26°30'07" East a distance of 78.77' to a point

North 66°29'02" East a distance of 140.46' to a point;

North 71°41'11" East a distance of 51.00' to a point;

North 81°07'49" East a distance of 77.90' to a point;

South 70°39'37" East a distance of 77.01' to a point;
 South 47°32'43" East a distance of 120.76' to a point;
 South 87°08'46" East a distance of 35.93 to the **POINT OF BEGINNING**,
 having an area of 451,717 square feet, 10.37 acres more or less, as shown by survey made
 by Stantec Consulting Services Inc., Christopher R. Conrad, R.L.S. No. 2166, 51 Century
 Boulevard, Suite 100, Nashville, Tennessee, 37214, dated August 10, 2004.

Being part the same property conveyed to Dobson Family Partners, L.P. by deed of
 record in Book 1357, page 176, Register's Office for Williamson County, Tennessee, and
 further being the same property conveyed to The Lillian Dobson Dunavant Family
 Limited Partnership by deed of record in Book 1357, page 180, said Register's Office.

Tract 2:

Being a parcel of land lying in the Seventeenth Civil District of Williamson County,
 Tennessee, a portion of Parcel 25 on Tax Map 59, said property being a portion of the
 Dobson Family Partners, L.P. and The Lillian Dobson Dunavant Family Limited
 Partnership property recorded in Deed Book 1357, Page 176 & 180, R.O.W.C.T. and
 being more particularly described as follows:

BEGINNING at a point in the centerline of Sam Donald Road and being located in the
 south line of McGowan, Deed Book 494, Page 7 and the Northwest corner of the Herein
 described tract.

Thence with the Centerline of Sam Donald Road the following calls:

South 84°40'08" East a distance of 468.65' to a point;

Thence the new severance lines the following calls:

South 04°56'16" West a distance of 180.00' to a point;
 South 55°18'57" East a distance of 92.75' to a point;
 South 40°30'07" East a distance of 79.77' to a point;
 South 20°22'03" East a distance of 95.71' to a point;
 South 03°58'41" East a distance of 112.77' to a point;
 South 30°28'59" West a distance of 50.73' to a point;
 South 30°28'59" West a distance of 52.63' to a point;
 South 59°31'01" East a distance of 130.00' to a point;
 South 30°28'59" West a distance of 120.00' to a point;
 South 59°31'01" East a distance of 25.00' to a point;
 South 30°28'59" West a distance of 50.00' to a point;
 South 30°28'59" West a distance of 326.83' to a point;
 South 28°58'04" West a distance of 50.03' to a point;
 South 30°50'09" West a distance of 144.92' to a point;
 South 33°46'37" West a distance of 107.16' to a point;
 South 57°15'22" East a distance of 266.22' to a point;

South 10°09'23" West a distance of 238.62' to a point;
 South 59°33'16" West a distance of 20.84' to a point;
 North 66°04'19" West a distance of 112.79' to a point;
 North 59°31'01" West a distance of 260.00' to a point;
 North 59°31'01" West a distance of 50.00' to a point;
 North 59°31'01" West a distance of 305.00' to a point;
 North 39°10'23" West a distance of 63.36' to a point;
 North 69°33'19" West a distance of 101.89' to a point;
 South 70°44'30" West a distance of 110.28' to a point;
 North 59°31'01" West a distance of 70.00' to a point;
 North 30°28'59" East a distance of 235.45' to a point;
 North 59°31'01" West a distance of 60.00' to a point;
 South 30°28'59" West a distance of 341.05' to a point;
 North 59°31'01" West a distance of 50.00' to a point;
 North 59°30'55" West a distance of 93.64' to a point;
 North 10°11'25" East a distance of 225.90' to a point;
 North 17°23'08" East a distance of 96.55' to a point;
 North 33°44'59" West a distance of 218.41' to a point;
 North 33°44'59" West a distance of 50.00' to a point;
 North 33°44'59" West a distance of 120.00' to a point;
 South 56°15'01" West a distance of 10.00' to a point;
 North 33°44'59" West a distance of 124.00' to a point;
 North 43°46'56" West a distance of 105.73' to a point;
 South 85°36'37" West a distance of 71.96' to a point;
 North 53°23'17" West a distance of 82.09' to a point;

Along a curve to the left with an arc length of 12.29', a radius of 100.00', and
 being subtended by a chord bearing and distance of South 24°39'56" West 12.29' to a
 point;

South 21°08'37" West a distance of 7.30' to a point;
 North 68°51'23" West a distance of 50.00' to a point;
 North 38°23'17" West a distance of 167.55' to a point;
 South 52°09'52" West a distance of 61.10' to a point;
 South 52°12'51" West a distance of 87.10' to a point;
 South 52°12'51" West a distance of 50.00' to a point;
 North 37°47'09" West a distance of 107.00' to a point;

Along a curve to the left with an arc length of 39.27', a radius of 25.00', and
 being subtended by a chord bearing and distance of North 82°47'09" West, 35.36' to a
 point;

North 37°47'09" West a distance of 50.00' to a point;
 North 52°12'51" East a distance of 3.91' to a point;
 North 37°47'09" West a distance of 100.00' to a point;
 North 27°04'37" West a distance of 327.96' to a point;
 North 42°07'14" East a distance of 184.66' to a point;
 North 42°07'14" East a distance of 79.37' to a point;
 North 42°00'08" East a distance of 298.14' to a point;
 North 42°00'08" East a distance of 30.09' to a point;

Along a curve to the right with an arc length of 173.65', a radius of 445.04', and being subtended by a chord bearing and distance of South 68°37'28" East, 172.55' to a point;

South 57°26'46" East a distance of 175.21' to a point;

Along a curve to the left with an arc length of 251.74', a radius of 1000.00', and being subtended by a chord bearing and distance of South 64°39'28" East, 251.07' to a point;

South 71°52'10" East a distance of 433.65' to a point;

Along a curve to the Left with an arc length of 335.09', a radius of 1500.00', and being subtended by a chord bearing and distance of South 78°16'09" West, 334.39' to a point;

South 84°40'08" East a distance of 124.63' to the POINT OF BEGINNING and containing 60.95 acres, more or less, as shown by survey made by Stantec Consulting Services Inc., Christopher R. Conrad, R.L.S. No. 2166, 51 Century Boulevard, Suite 100, Nashville, Tennessee, 37214, dated August 10, 2004.

Included in the above description but expressly excluded from this conveyance is a parcel of land more particularly described as follows:

Commencing from a point, said point in the centerline of Sam Donald Road and in the south line of McGowan, Deed Book 494, page 7, runs thence South 11°53'08" East and a distance of 474.76' to a point and being the true Point of Beginning; thence with severance lines the following calls:

South 07°19'54" West a distance of 132.67' to a point;

South 30°28'59" West a distance of 50.00' to a point;

South 59°31'01" East a distance of 45.00' to a point;

South 30°28'59" West a distance of 254.10' to a point;

Along a curve to the right with an arc length of 97.68', a radius of 295.00', and being subtended by a chord bearing and distance of South 39°58'08" West, 97.23' to a point;

Along a curve to the right with an arc length of 208.39', a radius of 295.00', and being subtended by a chord bearing and distance of South 69°41'31" West, 204.08' to a point;

North 78°22'05" West a distance of 80.35' to a point;

North 71°45'38" West a distance of 70.53' to a point;

North 30°28'59" East a distance of 17.96' to a point;

North 59°31'01" West a distance of 49.00' to a point;

North 59°31'01" West a distance of 71.00' to a point;

North 59°31'01" West a distance of 50.00' to a point;

North 59°31'01" West a distance of 120.00' to a point;

North 30°28'59" East a distance of 102.00' to a point;

North 30°28'59" East a distance of 50.00' to a point;

North 30°28'59" East a distance of 120.00' to a point;

North 30°28'59" East a distance of 135.00' to a point;

South 59°31'01" East a distance of 120.00' to a point;

South 59°31'01" East a distance of 50.00' to a point;

South 59°31'01" East a distance of 120.00 to a point;
North 30°28'59" East a distance of 205.63' to a point;
South 84°38'50" East a distance of 213.00 to the POINT OF BEGINNING and
containing 6.55 acres, more or less, as shown by survey made by Stantec Consulting
Services Inc., Christopher R. Conrad, R.L.S. No. 2166, 51 Century Boulevard, Suite 100,
Nashville, Tennessee, 37214, dated August 10, 2004.

Being part the same property conveyed to Dobson Family Partners, L.P. by deed of
record in Book 1357, page 176, Register's Office for Williamson County, Tennessee, and
further being the same property conveyed to The Lillian Dobson Dunavant Family
Limited Partnership by deed of record in Book 1357, page 180, said Register's Office.

Tract 1 and Tract 2 being the same property conveyed to CK Development, L.L.C. by
deed of record in Book 3323, page 913, Register's Office
for Williamson County, Tennessee.

EXHIBIT B
BYLAWS
OF
BENT CREEK HOMEOWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION. The name of the corporation is **BENT CREEK HOMEOWNERS ASSOCIATION**, hereinafter referred to as the "Association." The principal place of the corporation shall be located at 1612 Westgate Circle, Suite 220, Brentwood, Tennessee 37027, but meetings of members and directors may be held at such places as may be determined by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to **BENT CREEK HOMEOWNERS ASSOCIATION**, its successors and assigns.

Section 2. "Declarant" shall mean and refer to **CK DEVELOPMENT, L.L.C.**, a Tennessee limited liability company, its successors and assigns, if such successors or assigns should acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development. Any party designated by CK Development, L.L.C., or its successors or assigns, as having the rights of Declarant herein, shall be included within the definition of "Declarant" and shall have the rights of Declarant as stated in the Declaration.

Section 3. "Common Area" or "Common Areas" shall mean the Common Area as defined in the Declaration.

Section 4. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Register for Williamson County, Tennessee.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 6. "Member" or "Members" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Properties" shall mean and refer to that certain real property described in the Declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held annually thereafter as may be determined by the Board of Directors.

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

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

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-fifth (1/5th) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

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

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) directors, who need not be Members of the Association.

Section 2. Initial Board of Directors. The Board shall initially have five (5) members, all appointed by and serving at the pleasure of the Declarant, with additional members being elected and added from time to time pursuant to the following section until the Board reaches seven (7) members. The initial Directors appointed by the Declarant shall serve indefinite terms ending when displaced by the qualification and election of what would otherwise be an eighth (8th) director.

Section 3. Reallocation of Board of Directors Seats as Homes are Occupied. Additional members of the Board of Directors shall be elected as follows: when twenty percent (20%) of the total of the eight hundred four (804) homes conditionally permitted by the final subdivision plan then approved by and on file with the Nolensville Planning Commission are Owner occupied, the Class A Members shall elect a sixth (6th) director from among their own number. When forty percent (40%) of such homes are Owner occupied, the Class A Members shall elect a new director from among their own number, displacing one Declarant appointed director. When eighty percent (80%) of such homes are Owner occupied, the Class A Members shall elect a new director from among their number, displacing another Declarant appointed director. When ninety-five percent (95%) of all authorized homes are Owner occupied, the Class A Members shall elect a new director from among their number, displacing a Declarant appointed director. When all of the authorized homes have been completed and sold by the Declarant or a professional builder to an end user (whether for occupancy or rent), all director terms shall expire and the then Owners shall elect seven (7) new directors. Thereafter, director terms shall be for one (1) year and a new Board elected annually.

Section 4. Adjustment to be Made if and When Additional Properties are Brought into the Development Scheme. As additional property is proposed for inclusion within the scope of these Bylaws, any additional homes authorized by the Nolensville Planning Commission shall be counted to determine if a required percentage level of occupancy in the foregoing paragraph has been achieved. However, the number of Owner elected directors on the Board, once achieved, shall never be reduced by virtue of such action.

Section 5. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, such director's successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of the predecessor.

Section 6. Compensation. No director shall receive compensation for any service the director may render to the Association. However, any director may be reimbursed for actual expenses incurred in the performance of the director's duties.

Section 7. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting, by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

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

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

ARTICLE VI

MEETINGS OF DIRECTORS

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

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

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

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) adopt and publish rules and regulations governing maintenance and the use of the Common Area and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of any recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties.

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

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested, in writing, by one-fourth (1/4) of the Class A Members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
 - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

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

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

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

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

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

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

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

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

Section 5. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

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

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

President

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

Vice-President

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

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; shall keep the corporate seal of the Association, if any, and affix it on all papers requiring said seal; shall serve notice of meetings of the Board and of the members; shall keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.

Treasurer

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

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws, provided that the foregoing committees are not required so long as Declarant owns a Lot. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in, and subject to the provisions of, the Declaration, Members are obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the lesser of ten percent (10%) per annum or the maximum rate allowed by applicable law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse or abandonment of the Owner's Lot.

ARTICLE XII

AMENDMENTS

Section 1. These Bylaws may be amended by the Declarant unilaterally, or by the Member, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members, present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIII

MISCELLANEOUS

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