

ADDENDUM TO DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HIGH CROFT SUBDIVISION

This Addendum to Declarations of Covenants, Conditions and Restrictions of High Croft Subdivision, made the 18th day of December, 2006, by Tommy R. Thompson, Rita A. Thompson, Joseph M. Radogna and Florence R. Radogna, "Declarant", Mark E. Hilliard, Miles E. Hilliard, III, Darrell Simpson and Larry Simpson, "Developer", and Myles P. Gill, and Misue Lee Gill, Robert A. Richards, and Christine E. Richards, and Jose R. Rojas and Sherrie J. Rojas, "Property Owners".

WHEREAS, the above parties constitute all of the owners of the real property known as High Croft Subdivision, as shown in Plat Book 8, Page 175, in the Register's Office of Fayette County, Tennessee.

WHEREAS, property is subject to that Declarations of Covenants, Conditions and Restrictions of High Croft Subdivision recorded as Instrument No. 06008699, in the Register's Office of Fayette County, Tennessee.

WHEREAS, the parties do hereby amend the terms of said Declarations of Covenants, Conditions and Restrictions of High Croft Subdivision so as to provide for a minimum interior heated and cooled area for the residences to have a minimum of 4,000 square feet. Dwellings exceeding a single story shall have a minimum of 2,600 square feet on the ground floor of interior heated and cooled space.

WHEREAS, it is accepted as hereby amended, all other terms and provisions of said Declarations of Covenants, Conditions and Restrictions of High Croft Subdivision shall remain in full force and effect.

High Croft

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR High Croft Subdivision

This Declaration, made the 28th day of September, 2006, by Tommy R. Thompson, Rita A. Thompson, Joseph M. Radogna and Florence R. Radogna, "Declarant", and Mark E. Hilliard, Miles E. Hilliard, III, Darrell Simpson and Larry Simpson, "Developer".

WHEREAS, the Declarant is the fee simple owner of the real property described in Warranty Deed recorded in Deed Book 274, Page 387, in the Register's Office of Fayette County, Tennessee.

WHEREAS, Declarant desires to subdivide and develop a portion of said real estate, and has caused to be recorded, a Plat of High Croft Subdivision, recorded at Plat Book 8, Page 175, in the Register's Office of Fayette County, Tennessee.

WHEREAS, Declarant has entered into a contract for the Development Management of said subdivision, and for the purchase of all of the lots of said subdivision with Mark E. Hilliard, Miles E. Hilliard, III, Darrell Simpson, Larry Simpson, and/or their assigns, hereinafter referred to as "Developer".

WHEREAS, it is to the benefit, interest and advantage of the Declarant, Developer, the Lot Owners, and of any other persons hereafter acquiring any ownership interest in the Property, that certain conditions, restrictions, covenants, reservations and easements to be established, fixed, set forth and declared as covenants running with the land.

NOW THEREFORE, in consideration of the premises, the Declarant does hereby publish and declare that all or any portion of the Property described as the High Croft Subdivision shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the following covenants, conditions, restrictions, uses, limitations and obligations (and subject to all easements, conditions, restrictions, etc., as set out in the Plat), all of which are declared and agreed to be in furtherance of a plan for the development and improvement of the said Property, and the said covenants, conditions, restrictions, uses, limitations and obligations shall run with the land and shall be a burden and a benefit to the Declarant and Developer, and their successors and assigns, and any person or entity acquiring or owning any interest in any portion of the said Property or any improvements thereon, their grantees, successors, heirs, executors, administrators, devisees and assigns.

As of the date of execution hereof, the Property consists solely of the Real Estate. The owner of any Lots subject to these restrictions, by (i) acceptance of the deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant, Developer, or subsequent Owner of such Lot or (ii) the active occupancy of any Lot, shall accept such deed, execute such contract and/or actively occupy such Lot subject to each restriction and agreement herein contained. By acceptance of such deed, execution of such contract, and/or actively occupying such Lot, each Owner acknowledges the rights and powers of Declarant and of the Association with respect to these restrictions and also for itself, its heirs, personal representatives, successors, and assigns covenants and agrees and consents to and with Declarant, the Association, and the Owners of each of the Lots hereby affected to keep, observe and comply with the terms and conditions thereof.

ARTICLE I

DEFINITIONS

1. "Declarant" shall mean Tommy R. Thompson, Rita A. Thompson, Joseph M. Radogna, and Forence R. Radogna.
2. "Developer" shall mean Mark E. Hilliard, Miles E. Hilliard, III, Darrell Simpson, Larry Simpson.
3. "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions, and any supplementary declarations, amendments or modification filed hereto, should these Declarations be amended or modified as set forth herein.
4. "Lot" or "Lots" shall mean and refer to a lot or lots of land designated and shown on the recorded Final Plan of subdivision of the High Croft Subdivision as recorded in the Register's Office of Fayette County, Tennessee.
5. "Owner" shall mean and refer to the record Owner, whether one or more person or entities, of fee simple title to any Lot which is a part of the High Croft Subdivision, but excluding those having such interest merely as security for the performance of an obligation, provided, however, that the purchaser at a foreclosure sale or trustee's sale shall be deemed an Owner.
6. "Association" shall mean and refer to High Croft's Home Owners Association, Inc., a non-profit, non-stock corporation incorporated under the laws of the State of Tennessee, its successors and assigns. The Association's Charter is or shall be, recorded in the Register's Office of Fayette County, Tennessee.
7. "Person" means an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.
8. "Property" or "Properties" shall mean that real property being each Lot contained within the High Croft Subdivision, as recorded in Plat Book 8, Page 175, in the Register's Office of Fayette County, Tennessee.
9. "Improvements" shall mean the structures, walls, pavement, plantings, fences, and other additions built or placed on the Lots in the High Croft Subdivision.

ARTICLE II

PROPERTY SUBJECT TO THESE PROTECTIVE COVENANTS AND RESTRICTIONS

The real Property Described as High Croft Subdivision, as platted and recorded in the Register's Office of Fayette County, Tennessee, in Plat Book 8, Page 175, which is, and shall be, held, conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations and easements herein contained. Such Lots contained in the High Croft Subdivision are referred to hereinafter collectively as the "Development".

ARTICLE III

PURPOSE OF PROTECTIVE COVENANTS AND RESTRICTIONS

The conditions, restrictions, covenants, reservations and easements herein contained are made and imposed upon the High Croft Subdivision and each Lot contained therein to insure the best use and the

most aesthetically appropriate development and improvement of each Lot; to protect each owner of each Lot against improper use of surrounding Lots; to preserve, so far as practicable, the unique character of said High Croft Subdivision; to encourage and secure the construction of attractive homes on such Lots; and in general, to provide adequately for a superior quality of Improvements on such Lots, and thereby enhance the value of investments made by purchaser of such Lots; to provide for the adequate collection or to provide for the collections of homeowner's association dues so as to maintain common areas of the subdivision and to pay a portion of the costs for the maintenance of the lake and maintenance of the dam.

ARTICLE IV

DURATION OF PROECTIVE COVENANTS AND RESTRICTIONS

The conditions, restrictions, covenants, reservations and easements herein contained shall run with and bind each and all of the Lots of said High Croft Subdivision and shall be binding on all parties and all persons claiming under them until January 1, 2026, at which time said covenants shall be automatically extended for successive periods of ten (10) years each. These conditions, restrictions, covenants, reservations and easements, or any one or more of them may be amended prior to and on such date, by an instrument duly executed and notarized by not less than a sixty percent (60%) majority of the then owners of such Lots (one vote per lot) and recorded in the office of the Fayette County Register; however these covenants and restrictions may be altered or amended by the Declarant or the Developer by written instrument duly executed and notarized and recorded in the Fayette County Register's Office without the prior approval of any owner of any Lot in said High Croft Subdivision. The Declarant and Developers shall retain the right to alter or amend these Declarations as long as the Declarant or Developer retains ownership of any Lot or Lots in said High Croft Subdivision.

ARTICLE V

PROPERTY RIGHTS, EASEMENTS AND ENCROACHMENTS

Section 5.1 Owners' Easements of Enjoyment of Common Area. Every owner shall have a nonexclusive right and easement of enjoyment, in common with all Owners, in and to any Common Area, which nonexclusive right and easement or enjoyment shall be appurtenant to and shall pass with title to every Lot (in the form of a right to membership in the Association), subject to the following provisions:

(a) The right of the Association to promulgate reasonable rules and regulations governing the use of the Common area owned by the Association, and the easement for the use of the lake granted to the Association, including, but without limitation, parking, swimming, boating, fishing (including the denial of any such rights) and upon improvements, additions or alterations to the Lots and Common Area owned by the Association;

(b) The rights of Declarant and Developer as provided in this Declaration, as the same may be amended from time to time;

(c) The right of the Association to mortgage any or all of the Common Area owned by the Association, upon the approval of two-thirds (2/3) of the membership of the Association;

(d) The easements reserved elsewhere in this Declaration and the right of the Association to grant further reasonable utility easements across and through the Common Area owned by the Association for the benefit of its members;

(e) The right of the Association to dedicate or transfer all or any part of the Common Area owned by the Association to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members or otherwise allowed pursuant to this Declaration, as amended. No such dedication or transfer, except as allowed pursuant to this Declaration, shall be effective unless there is a recorded instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of the membership of the Association;

(f) The right of the Declarant and Developer to erect any signs (i) advertising the sale of the property and/or (ii) identifying the Subdivision;

(g) The right of the Declarant and Developer to install, or cause to be installed, Technology Infrastructure in the Common Areas: and

(h) All other rights, obligations and duties set forth in this Declaration, as the same may be from time to time amended or supplemented.

Section 5.2 Delegation of Use. In accordance with the By-Laws and any reasonable and nondiscriminatory rules and regulations promulgated from time to time by the Association, and subject to the rights of others as set forth in this Declaration, any owner may assign his or her right of enjoyment of the Common Area owned by the Association, to family members, guests, tenants, or contract purchasers who reside on the lot.

Section 5.3 Certain Obligations and Access Rights to the Common Area.

(a) Except as otherwise set forth in this Declaration, the Association, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for the management and control, for the exclusive benefit of the Owners as provided herein, of the Common Area owned by the Association, the easement for the use of the lake, and for the maintenance of the same in good, clean, attractive, safe and sanitary condition, order and repair.

(b) The association shall have and is hereby granted a general right of access and easement to all of the Common Area owned by the Association and across the Lots at reasonable times and at any time in case of emergency, as reasonably required by its officers, directors, employees and their agents and independent contractors, to the full extent necessary or appropriate to perform its obligations and duties as set forth in this Declaration. The easements and rights specified herein are also reserved for the benefit of the Declarant and Developer so long as Declarant and Developer owns any portion of the Property and for so long as Declarant and Developer may be liable under any builder's warranty.

Section 5.4 General Drainage, Utility, Sewer and Other Development Easement.

The following rights and easements reserved in this Section shall not be exercised with respect to a Lot, after the conveyance of such Lot, in a manner that (i) unreasonably and adversely affects and Dwelling Union or portion thereof located upon such Lot or the Owner's use or enjoyment thereof, of (ii) unreasonably restricts the rights of ingress and egress to such Lot. The following rights and easements reserved by the Declarant and Developer in this Section shall run with the land, and Declarant and Developer's rights to further alter or grant easements shall automatically terminate and pass to the Association one (1) year after the Declarant and Developer shall have conveyed the last Lot within the Property. The following rights and easements reserved in this Section are not intended to permit, and shall not be construed to permit, (i) any provider to enter any easement reserved in this Section, or (ii) the Association to install or authorize to be installed in any easement reserved in this Section, any Technology Infrastructure or any other equipment, facilities, or installations of any type for the purpose of bring Provider Services to any Lot, Dwelling Union, and or any improvements on a Common Area.

(a) Declarant and Developer hereby reserves unto itself, and unto any public or private utility, a general easement ("General Drainage, Utility and Sewer Easement") for drainage, utility and sewer purposes in, on or over all of the Common Area and any Lot, so as to permit Declarant and Developer to properly install and allow to be installed and maintained all electrical, telephone, water, gas, and sanitary and storm sewer, to serve any Dwelling Unit constructed on the Property. This General Drainage, Utility and Sewer Easement shall include all areas of the Property outside any Dwelling Units, with the exception of areas covered by chimneys, or patios. Improvements or permanent structures installed within the Common Area are subject to the rights (including the right to remove where reasonably necessary without duty of replacement or reimbursement) of the Declarant and any public or private utility to construct, maintain, repair or remove any necessary facilities. By virtue hereof, Declarant and Developer

reserves the right to install a lake(s) or pond(s) on any Common Area. The rights hereunder and easements hereby reserved survive the conveyance, by the Declarant and the Association, of any Common Area. This easement shall be in addition to any easement identified or designated upon a Plat as drainage, sewer, utility, cable, landscape, sign, transmission, flowage or similar type easement.

(b) Declarant and Developer reserves unto itself during the Development Period, and thereafter unto the Association, the right and an undefined sign and facilities easements (Sign and Facilities Easement”) to install, erect, construct and maintain an entryway sign or signs, directional signs, advertising signs advertising the Property or the Lots therein, lighting, walkways, pathways, fences, walls and any other landscaping, architectural and recreational features or facilities considered necessary, appropriate, useful or convenient, anywhere upon the Property (except upon any Lot after the first conveyance thereof). Any such signs shall comply with any applicable zoning requirements and all such facilities shall be maintained by the Association as a part of its Common Area maintenance obligations.

(c) Declarant and Developer reserves unto itself during the Development Period, and thereafter unto the Association, the full right, title and authority to:

(i) Relocate, alter or otherwise change the location of any Drainage, Flowage, Utility, Sewer and Lake, Sign and Facilities Easement, or any facility at any time located therein or thereon;

(ii) Grant such further easements, licenses and rights-of-way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant and Developer may deem necessary or appropriate, for ingress and egress, utility and similar purposes on or within any portion of the Property, for the benefit of the Property or any portion thereof; and

(iii) Describe more specifically or to change the description of any Drainage, Flowage, Utility, Sewer, Lake, Sign and Facilities Easement or any other easement, license or right-of-way now or hereafter existing on the Property, by written instrument, amended Plat or amendment to the Plat recorded in the Office of the Recorder of the County in which the property is located.

(e) The title of the Association (as to the Common Area owned by the Association during the Development Period) and any Owner of any Lot shall be subject to the rights and easements reserved herein.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 6.1 Creation of the Lien and Personal Obligation of Assessments. Declarant and Developer, for each Lot now or hereafter owned by it within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

(a) Regular Yearly Assessments (for maintenance, repairs and ordinary operating expenses including Common Expenses and a percentage of the maintenance of lake and dam) and;

(b) Special Assessments for capital improvements and operating deficits and for special maintenance or repairs as may deem necessary by a majority vote of the Homeowners Association.

Such assessments shall be established, shall commence upon such dates and shall be collected as hereinafter provided. All such assessments, together with prejudgment interest at eight percent (8%) per annum, costs and reasonable attorneys' 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 attorneys' fees, shall also be the personal obligation of the person 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 such Owner's successors in title unless expressly assumed by them.

Section 6.2 Purpose of Regular Yearly Assessments. The Regular Yearly Assessments levied by the Association shall be used exclusively, in the reasonable discretion of the Board of Directors of the Association, for the promotion of the recreation, health, safety and welfare of the residents in the Property, for the improvement, maintenance and repair of the Common Area, for the performance of the obligations and duties of the Association and for other purposes only as specifically provided herein. As and if necessary, a portion of the Regular Yearly Assessment shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of the Common area, and other capital improvements which the Association is required to maintain.

Section 6.3 Initial Yearly Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an owner, the regular yearly assessment on any Lot shall be \$500.00.

Section 6.4 Quorum. Written notice of any meeting called for the purpose of taking any action authorized under this Article 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 the Members or of proxies entitled to cast sixty percent (60%) of the total number of votes entitled to be cast, 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 6.5 Uniform Rate of Assessment. Regular Yearly Assessments and Special Assessments for capital improvements and to recover operating deficits must be fixed at a uniform rate for all Lots, except that the Declarant and Developer and any individual or entity purchasing a Lot or Lots solely for the purpose of construction of a for-sale Dwelling Unit thereon (a "Builder") shall pay only twenty-five percent (25%) of the Regular Yearly Assessments and Special Assessments so long as any Dwelling Unit constructed upon a Lot by the Declarant or Builder has not been conveyed to an Owner intending to occupy or rent said Dwelling Unit as a residence or leased to an individual or entity for use as a residence.

Section 6.6 Date of Commencement of Yearly Assessments; Due Dates. The Regular Yearly Assessment provided for herein shall commence as to each Lot within a recorded Plat on the first day of the first month following the recording of such Plat. The Board of Directors shall fix any increase in the amount of the yearly assessments at least thirty (30) days in advance of the effective date of such increase. Written notice of any increase in the Regular Yearly Assessment, and written notice of any Special Assessment and such other assessment notices as the Board of Directors shall deem appropriate, shall be sent to every Owner subject thereto. The due dates for all assessments, and the assessment and collection period (i.e., annual, monthly, lump-sum or otherwise) for any Special Assessments, shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of the assessments for any Lot shall be binding upon the Association as of the date of its issuance.

Section 6.7 Effect of Nonpayment of Assessments: Remedies of the Association.
If any assessment (or periodic installment of such assessment, if applicable) is not paid on the due date established therefore, pursuant to this Declaration, then the entire unpaid assessment (together with interest thereon, costs and attorneys' fees provided in this Declaration) shall become delinquent and shall constitute a continuing lien on the Lot to which such assessment relates, binding upon the Owner, his heirs, devisees, successors and assigns. The personal obligation of the owner to pay such assessments, however, shall not pass to such Owner's successors in title unless expressly assumed by them. If any assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose on the lien against the property, or both. In such event, there shall be added to the amount of such assessment the cost and attorney's fees of

preparing and filing the complaint in such action; and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, costs of the action and reasonable attorneys' fees to be fixed by the court. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area owned by the Association or abandonment of his Lot.

Section 6.8 Subordination of the Lien to Mortgages; Sale or Transfer. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer. No sale or transfer of any Lot (whether voluntary or pursuant to foreclosure or otherwise) shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof; and, except as hereinabove provided, the sale or transfer of any Lot shall not affect the lien of assessments becoming due prior to the date of such sale or transfer except to the extent that a purchaser may be protected against the lien for prior assessments by a binding certificate from the Association, issued pursuant to this Declaration, as to whether or not such assessments have been paid.

ARTICLE VII

ENFORCEMENT OF PROTECTIVE COVENANTS AND RESTRICTIONS

The Declarant, the Association, and/or any owner of any Lot in the High Croft Subdivision shall have, at their sole expense, the right to enforce, by any proceedings at law or in equity, all conditions, restrictions, covenants, reservations and easements herein or hereinafter contained or otherwise contained in any deed to any Lot in said subdivision against any person or persons violating or attempting to violate any of said conditions, restrictions, covenants, reservations and easements; either to restrain violation or to recover damages for any such violation including, but not limited to, reasonable attorney fees and court costs. Failure by any owner to enforce any of such conditions, restrictions, covenants and easements shall in no event be deemed a waiver of the right to do so thereafter. Invalidity of any or more of the covenants or restrictions or other provisions herein or hereinafter contained, by judgment or court order shall in no way affect any of the remaining covenants and restrictions herein or hereinafter contained with shall remain in full force and effect.

ARTICLE VIII

SPECIFIC RESTRICTIONS

The Declarant and Developer reserves unto itself the right to impose additional specific restrictions upon any Lot in said subdivision at the time of sale by Declarant and Developer of any such Lots. Such additional restrictions may be made by appropriate provision in the deed, without otherwise modifying the covenants and provisions contained herein. Such additional restrictions as are so made shall apply to the Lot or Lots on which they are specifically imposed. Any additional restrictions or any variations imposed by the Declarant and Developer do not set a precedent for future construction.

ARTICLE IV

ARCHITECTURAL REVIEW

To promote architectural compatibility and to preserve the value of the homes and the land within the High Croft Subdivision, all improvements to the Lots within the High Croft Subdivision shall be reviewed and approved by The High Croft Architectural Review Committee(referred to herein as "Architectural Review Committee), its representative, or committee duly appointed by said Architectural Review Committee. Said Architectural Review Committee shall consist of two or more members appointed by the Developer or its designee shall serve as the Committee Chair of the Architectural Review Committee. I the event that the Architectural Review Committee, or its representative, fails to approve or disapprove such design and site plan within thirty (30) working days after said plans have been submitted,

such approval will not be required and this covenant shall be deemed to have been fully complied with. For the purpose of this provision, the term "working days" shall mean Monday through Friday, but excluding any Federal Holidays. Subject to the prior written consent of the Developer or its designee, the Architectural Review Committee may, at its discretion, retain the services of a third party to assist in the performance of its obligations, duties and functions arising hereunder. The Architectural Review Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to these restrictions, payable at the time such plans and specifications are so submitted.

1. Except as the Developer or its designee, may approve in writing prior to any construction or alteration, no structure of any kind or nature, or any fence, entranceway, gate or barrier shall be commenced, erected, placed, or permitted to remain on any of the Lots within the High Croft Subdivision, nor shall any existing structure, fence or barrier upon any Lot be altered in any way which substantially changes the exterior appearance thereof without the written consent of the Architectural Review Committee; nor shall any new use be commenced on any Lot unless plans and specifications have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Committee. Such plans and specifications shall be professionally prepared to industry standards and shall contain such information as may be required by the Architectural Review Committee, but in any event shall include:

a. A site plan of the Parcel showing the overall nature, materials, color and location of all improvements, including front, sides, and rear setbacks of all structures, fences, gates or barriers and location of driveways, turnarounds, parking spaces, decks, air conditioning equipment, effuse storage and screening;

b. Said site plan shall also show the minimum interior heated and cooled area of a single family dwelling, exclusive of open porches and garages to be 5,000 square feet. Dwellings exceeding a single story and shall have a minimum of 3,600 square feet on the ground floor or interior heating and cooled space.

c. Existing and proposed grading plan, tree clearing plan and proposed landscaping and hardscaping plans for the Lot;

d. Mailboxes and front yard exterior light standards if desired, the design, material and location to be specified by the Architectural Review Committee, said light standards to be operated by a photo cell;

e. Where a drainage pipe may be required for a driveway, a masonry head wall of a decorative stone used in the theme of the development or brick which matches the residence on the Lot shall be required on each end of the drive culvert at the lot entranceway and the design, material and location must be approved by the Architectural Review Committee; and

f. Architectural plans shall include floor plans, all exterior elevations, building sections and details of cornice, front entrance, porches, rails, exterior lighting (including landscape lighting) and other details, etc. of special or unique importance or character. Said plans shall include adequate samples, data and detail as to the overall exterior materials, and color scheme and the overall kind, style, shape, height, materials and quality of the proposed structure and other improvements. Architectural plans shall also include a plan and elevations of any planned lot entranceway and/or gate structure, either automatic or manual function. All entrance improvements shall be subject to the review of the Architectural Review Committee even if said improvements are not done concurrently with home construction.

g. NOTE: The Architectural Review Committee may require additional data or more detailed plans should the items above not be adequately covered or should a design of unique quality or merit require such for full review and approval.

2. If any structure, fence or barrier shall be altered, erected, placed or maintained (including exterior maintenance) upon any Lot or any new use commenced on any Lot, otherwise than in accordance with

plans and specifications approved by the Architectural Review Committee as required herein, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of the restrictions herein and without the approval required herein, and unless deemed acceptable or appropriate upon written notice from the Architectural Review Committee any such structure, fence, hardscape or barrier so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or re-altered, and such use shall be terminated so as to extinguish such violation. If a violation is found to exist, the Developer or the Association by its officers or directors shall take the following actions.

- a. A written notice of the violation shall be delivered to or posted on the Property where the violation has been noted.
 - b. If after fifteen (15) days of the posting of written notice, the Owner or Owners of the Lot upon which such violation exists have not taken reasonable steps towards the removal or termination of the same, a fine of One Hundred Dollars (\$100.00) per day up to \$10,000.00 may be levied by the Developer and/or the Association against the Owner of the Lot in violation, the first day of the fine being the sixteenth (16th) day after the posting of the notice. All fines collected shall go to the treasury of the Association. Uncollected fines shall constitute grounds for a lien upon the Lot in question.
 - c. If after thirty (30) days of the posting of the written notice, the Owner or Owners of the Lot upon which such violation exists shall still have not take reasonable steps towards the removal or termination of the violation, the Developer or the Association, but its officers or directors, shall have the right through its agents and employees to enter upon such Lot and to take such steps as may be necessary to extinguish such violation, and the costs thereof shall be a binding personal obligation of such Owner as well as a lien upon the Lot in question upon the recording of such within the Office of the Register of Fayette County, Tennessee. This shall be in addition to the aforementioned fines, which shall continue to accrue until said violation has been brought into compliance.
4. Any agent of the Developer, the Architectural Review Committee, or the Association may, at reasonable times, enter upon and observe any Lot and any improvements thereon for the purposes of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions of these restrictions, and no such persons shall be deemed to have committed a trespass or other wrongful acts by reason of such entry or observation.
 5. The Architectural Review Committee shall use its best efforts in the exercise of its duties; however, the Committee, and its members shall not be liable for any decision made in the exercise of its duties, or for any comments, suggestions and/or redesigns resulting from the Design Review Process.
 6. The Architectural Review Committee shall have the right to enforce by any proceeding at law or in equity all architectural conditions and restrictions placed upon any Lot against any person or persons violating or attempting to violate any of said conditions or restrictions; either to restrain violation or to recover damages for any such violation including, but not limited to, reasonable attorney fees and court costs. Failure by the Architectural Review Committee to enforce any of the Declarations contained herein shall in no event be deemed a waiver of the right to do so thereafter.
 7. Should a request to the Committee come from a Committee member, the other members of the Committee shall select a disinterested party to take the place of the Committee member making the request.
 8. Upon completion of the construction or alteration of any structure in accordance with the plans and specifications approved by the Architectural Review Committee, the Architectural Review Committee shall, upon written request of the Owner thereof, issue a letter of compliance in form suitable for recordation, identifying such structure and the Lot on which the structure is placed and stating that the plans and specifications, location of such structure and the Lot on which such structure is placed and stating that the plans and specifications, location of such structure and the use or uses to be conducted thereon have been approved and that such structure complies therewith. Preparation and recording of such letter shall be

at the expense of the Owner of such Lot. Any letter of compliance issued in accordance with the provisions of this paragraph shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value or as to any title insurer, such letter shall be conclusive evidence that all structures and the use or uses described therein comply with all the requirements of these Declarations and all other requirements as to which the Architectural Review Committee exercises any discretionary or interpretive powers.

ARTICLE X

PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS

1. All homes within the High Croft Subdivision shall be constructed or supervised by a licensed and registered builder with the State of Tennessee.
2. All Lots in High Croft are hereby restricted to private residential dwellings for residential use. All of such Lots shall be known and described as single family residential lots and are not to be re-subdivided into smaller lots. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other building of temporary character shall be used on any portion of said Property at any time as residence, either temporarily or permanently.
3. the minimum square footage for any residence shall be 5,000 heated and cooled square feet and on dwellings exceeding a single story, the ground floor shall have a minimum of 3,600 heated and cooled square feet.
4. The ground floor interior ceilings of each single family dwelling in High Croft Subdivision shall have ceilings with a minimum height of ten (10) feet on the ground floor and all second floor interior ceilings shall have a minimum height of nine (9) feet.
5. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for the Declarant and Developer to maintain, during a period of the initial sales of said Lots, upon such portion of the premises as Declarant and Developer deems necessary, such facilities as, in the sole opinion of Declarant and Developer, may be reasonably required, convenient or incidental to the sale of said Lots.
6. Construction of any dwelling, once begun, shall be completed within two hundred seventy (270) days of the date its foundation is inspected for conformity with required setbacks by personnel of the governmental authority having jurisdiction, and failure to comply with this condition shall result in a payment by the Lot Owner of \$50.00 per day to the Association until the dwelling is completed. The Architectural Review Committee shall, in its sole discretion, have the ability to lengthen the time for completion, so long as the applicant seeking the extension can show continual and progressive work on the project.
7. No building material of any kind or character shall be placed or stored upon any Lots until the owner is ready to commence construction. Building materials shall not be placed or stored in the street right-of-way or within 30 feet of the edge of the road pavement. Contractors performing work shall have placed on the Lot a commercial refuse container for holding all construction refuse and construction sites shall be cleaned prior to each weekend during all phases of building construction or remodeling. Owners conducting remodeling operations or construction operations shall use commercial steel refuse bins. The burning or burying of trash or refuse is prohibited.
8. All buildings, including any freestanding buildings or other structures erected, shall conform to the applicable setback requirements of the zoning law having jurisdiction, provided, additionally, that no Lot shall any structure or accessory building be located nearer to the street than the rear building line of the principal building without the prior written consent of the High Croft Architectural Review Committee.

9. The presently required building setbacks, as shown and noted on the Final Plat, are subject to change, either by (1) amendment of Fayette County Zoning Resolution, (2) because of any extension of public sanitary sewer into the subdivision, or (3) by attachment of a municipal jurisdiction resulting from annexation or incorporation. In the event that there is a conflict between setback requirements of these Covenants, the approved plans of the Architectural Review Committee, and/or Fayette County Zoning, the authority requiring the greatest setback from the street shall prevail. No allowances by any governing code or authority shall take precedent over the restrictions set by the Architectural Review Committee.
10. All residences must have a private, fully-enclosed garage which will accommodate a minimum of three (3) automobiles for vehicle parking. No principal front loading garages shall be allowed. Detached secondary garages may face the public street with written approval from the Architectural Review Committee. Carports and freestanding canopies of any kind are not permitted without the prior written approval of the Architectural Review Committee.
11. No recreation vehicles or commercial vehicles, including but not limited to boats, boat trailers, house trailers, motor-homes, camping trailers, motorcycles, all terrain vehicles, pick-up trucks, or similar type items shall be kept other than in the garage or otherwise screened from the view of neighbors or the public streets.
12. All equipment, utility meters, garbage cans, service yards, woodpiles or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from the view of the neighbors or the roads. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.
13. All secondary electric service lines shall be run underground from its primary source to the residence and/or any outbuildings at the owner's sole expense. Electric meters shall be placed adjacent to the residence and not located at the public streets. Gas meters shall not be located adjacent to the residence.
14. Without prior written approval and the authorization of the Architectural Review Committee, no exterior television or radio antennas or satellite dishes of any sort with the exception of a satellite dish no larger than 18" in diameter, if located out of public view, shall be placed, allowed, or maintained upon any portion of the improvements located upon the Property nor upon any structure situated on the Property.
15. Exterior security lighting and landscape lighting is required and subject to the Architectural Review Committee. No exterior lighting shall be directed toward adjacent parcels or roads.
16. No fences, walls or other such features shall be erected on any lot without the prior written approval of the Architectural Review Committee. Fences construction along side property lines may extend from the rear of the property to the front corner of the residence. Fences along side property lines may extend past the front corner of the residence toward the road only with the express written approval of the Architectural Review Committee, at its sole discretion. Fences constructed along any property line shall be in conformance with the accepted fence design for High Croft Subdivision. Privacy fences shall not be permitted along the property lines of each Lot without the express written approval of the Architectural Review Committee. Privacy fences may be approved on the interior of the property for the purpose of screening a portion of the property around pools, gardens, etc.
17. All driveways shall be of a concrete surface. Any security gate installed by any Lot owner on any Lot must meet the requirements of the fire code of Fayette County and shall be configured to allow two standard size automobiles to enter the drive without blocking the public roadway.
18. In order to preserve the natural beauty of the development, no tree larger than eight (8) inches in diameter measured twelve (12) inches from the grade shall be removed, unless it is dead and poses

a threat to the safety and health of the individuals residing in the residence, without the approval of the Architectural Review Committee. On lots where mature trees do not exist between the dwelling and the road, those Lot Owners shall be responsible for planting a minimum of two deciduous tree (three inches in caliper) between the front of the residence and the road prior to taking occupancy of the residence.

19. The owner of each Lot(s) shall be responsible and held liable for maintaining, whether or not any improvements have been made thereon, the condition of his/its Lot(s), including, but in no way limited to, clearing of any trash or litter, having the grass cut to a reasonable length and keeping the property in a general state of repair so as to not disturb or aesthetically offend the character of the surrounding lots. If a Lot owner fails to comply with this condition within ten (10) days after written notice to the last known address of such Lot owner, the High Croft Group may perform such maintenance and recover the cost thereof from the lot owner, including reasonable collection and attorney's fees.
20. Perpetual easements for utility, septic and drainage are reserved as shown on the Final Plat recorded in the Register's Office of Fayette County. No owner, shall, within any such easement area or other locations whether within or without designated areas, place or permit any structures, fencing, plants or other materials which may damage or interfere with the installation and maintenance of utilities and/or interfere with the positive natural drainage established by the Developer. Further, no owner shall install any improvements or modify any existing grades in such a manner as would impair the positive natural flow of water from or onto the owner's Lot. The easement area and drainage facilities on each Lot shall be maintained continuously by the owner of such Lot. Lots 4 and 5 include easements for main septic lines to run from adjacent lots to designated areas suitable for field lines as shown on the Final Plat. Septic areas dedicated for Lots 3, 5, 6, 19 and 20 are to be maintained by the Association, as common open space. The Owners of those Lots shall be exclusively responsible for installation and maintenance of field lines in the designated areas.
21. All swimming pools must be sunken in the ground. No above ground pools and no vinyl lined pools will be permitted.
22. All vegetable gardens shall be located no closer to the street than the rear of the house.
23. It is the sole responsibility of the Lot owner or owner's agents, employees, contractors, sub-contractors, or assignees to determine if erosion review measures including, but not limited to, silt fencing may be required to comply with all local, state and federal ordinances, laws, rules and regulations. If such erosion review measures are required then, in that event, it shall be the sole responsibility of the Lot owner, or its agents or contractors to take all steps necessary to insure that all erosion Review measures are fully complied with and maintained prior to, during and after construction of the referenced property.
24. The Lot owner shall establish and maintain a fully sodded side ditch along all public right-of-ways to the satisfaction of the High Croft Group and the Fayette County Public Works officials. No Lot shall have a private drainage structure within its boundaries, excluding public right of ways, greater than six (6) inches in internal diameter unless provided with child guards to prevent small children from being carried into the culvert by force of water.
25. High Croft is not services by an overall sewer system. All Lots have already been "pre-approved", but the location and design of individual systems must be coordinated with the Fayette County Division of Groundwater Protection. Each Lot owner shall be responsible for the installation and maintenance of an individual septic systems which shall be approved by the local health authorities. The system is to be installed according to Ground Water Safety standards with the approval of all appropriate agencies as determined by Fayette County and the Tennessee Department of Environment and Conservation – Ground Water Division. Lot Owners must

contact the Fayette County Division of Groundwater Protection in Somerville prior to any lot grading or construction to determine the location and design of the individual septic system.

26. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot; except dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. No kennel or dog run shall be placed in a location which is visible from the streets or creates a neighborhood nuisance and any fencing for same shall be subject to other restrictions herein as applies to fencing.
27. No commercial sign or any kind or in any form shall be located on any Lot or in the street right-of-way without the express written consent of the Architectural Review Committee – at its sole discretion, except a single sign not larger than six (6) square feet advertising real estate for sale or rent, said real estate signs must meet the sign requirements of the Architectural Review Committee. The Declarant and Developer reserves the right to place such signs, billboards, posters, and other advertising devices as it deems appropriate within the subdivision in accordance with Fayette County Zoning Regulations, until all Lots in the High Croft Subdivision have been sold by said Declarant and Developer. No political sign, poster or other standard banner shall be placed in a visible location on any lot that is larger than four (4) square feet in total area. Political signs may be placed in Lots no earlier than 45 days prior to the election and shall be removed within 48 hours of the completion of the event or election and shall not exceed one per current elective race.
28. No commercial use shall be made of any Lot except a discreet and incidental home occupation conforming to all applicable provisions of the zoning law having jurisdiction. No lot may be used for incidental or principal outdoor storage, maintenance or repair of any equipment used in the conduct of a business elsewhere.
29. Each Lot shall be conveyed as a separately designed and legally described freehold estate subject to the terms, conditions and provisions hereof of all easements, restrictions and covenants set out in the Final Plat of the High Croft Subdivision as recorded in the Register's Office of Fayette County.
30. No obnoxious or offensive trade or activity shall be carried on upon any Lot or Parcel in the High Croft Subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to other Owners within the High Croft Subdivision.

ARTICLE XI

USE OF LAKE AND CREATION OF EASEMENTS

The lake remains the private property of the adjacent land owner/s, however, may be used for the enjoyment of the residents of the High Croft Subdivision, pursuant to an easement to be granted to the Homeowners Association and Owners. Residents and their guests using the lake shall do so at their own risk, and agree to hold the owner/s of the lake harmless, and indemnify said owner/s from any claim involving accident or injury. No guest of the High Croft Subdivision may exercise any use of the common spaces or any use of the lake without immediate accompaniment of the resident they are visiting. There shall be no swimming allowed in the lake at any time. Any boats used in the lake shall be paddle boats or boats with electric motors. No gas motors shall be allowed on the lake at any time. No boats or any other vehicles or floating devices may be left unattended in the lake at any time. No structure touching the lake shall be constructed without the joint permission of the Association and the owner/s of the adjacent property which includes the lake, and any such structure shall be subject to restrictions and approval of the Architectural Review Committee. The Homeowners Association shall be responsible for thirty percent (30%) of the cost of maintaining the lake and dam. The lake and dam shall be maintained by the Declarant, the owners of the adjacent property surrounding the lake, or their assigns or successors in interest. Declarant or their assigns or successors in interest shall submit an invoice to the Homeowners Association annually. Said invoice shall include any invoices or paid receipts which the Declarant or their successors in

interest shall have incurred for the maintenance of the lake and dam. Within thirty (30) days of the receipt of such invoice, the Association shall reimburse the Declarant or its successors in interest thirty percent (30%) of such expenses. The Declarant, or its successors in interest shall at all times maintain the lake and dam so as to be in compliance with the Tennessee Department of Environment and Conservation and Safe Dam Programs requirements, or such other governmental agencies requirements having jurisdiction over the lake and dam. **THIS OBLIGATION SHALL SERVE AS A COVENANT RUNNING WITH THE LAND AND AN ON THAT PROPERTY DESCRIBED IN WARRANTY DEED IN BOOK 274, PAGE 378, LESS AND EXCEPT THAT PART DESCRIBED AS HIGH CROFT SUBDIVISION AS SHOWN IN PLAT BOOK 8, PAGE 175, ALL IN THE FAYETTE COUNTY REGISTER'S OFFICE.**

For the purpose of use and enjoyment of the lake, the Declarant hereby grants unto the Homeowners Association and the Owner of each Lot contained within the Subdivision, perpetual ingress and egress easement over the property comprising the lake for the uses as recited in this Declaration.

The Declarant hereby reserves unto itself, and/or its assigns and successors in interest a perpetual ingress and egress easement over the property comprising the dam of the lake that is owned by the Association as part of the Common Area, for the purpose of maintenance and repair of the dam and maintenance of the lake.

Declarant and Developer hereby reserves for itself and the Association a perpetual easement over and upon the Lots within the High Croft Subdivision, for the purpose of erecting, maintaining or replacing the High Croft entrance structures, subdivision identification features, and fencing. The easement will be located where the entrance structures, subdivision identification features and fencing are constructed.

DECLARANT