

This Instrument Prepared by LEDBETTER & BUCK, Attorneys
P. O. Box 715, Cookeville, Tennessee 38503-0715

DECLARATION OF COVENANTS RUNNING WITH LAND

This DECLARATION OF SUPPLEMENTAL RESTRICTIONS (hereinafter referred to as "Supplemental Covenants"), executed this 30th day of March, 1994, by Brown Properties, Inc. (hereinafter referred to as "Developer");

W I T N E S S E T H :

WHEREAS, Developer is the owner of certain real estate in the County of Putnam, State of Tennessee, and more particularly described on Exhibit A attached hereto and made a part hereof, and being all of Developer's remaining unsold lots in White Plains Plantation, a plat of which is of record in Plat Cabinet A, Slide 195, Plat Cabinet B, Slide 47, and Plat Cabinet B, Slide 64, Register's Office, Putnam County, Tennessee; and

WHEREAS, Developer desires to establish and provide for a system of administration and continual operation and maintenance of the Common Use Facilities of White Plains Plantation as hereinafter described; and

WHEREAS, Developer further desires to establish for Developer's benefit and for the mutual benefit advantage of all future owners and occupants of White Plains Plantation, or any portion thereof, or any Other Properties owned or acquired by Developer which he may by later reference to this Declaration of Covenants subject to this Declaration, certain rights, privileges, obligations, restrictions, covenants, liens, assessments and regulations governing the use and occupancy of White Plains Plantation, and the maintenance, protection and administration of the Common Use Facilities thereof, all of which are declared to be in furtherance of a plan to promote and protect the operative aspects of residency or occupancy in White Plains Plantation and on all portions thereof, and such Other Properties as Developer may, by later reference, subject to this Declaration of Covenants, and are intended to be construed as covenants running with the land, which shall be binding on all parties having or acquiring any right, title, or interest in all or any portion of the Properties, and which inure to the benefit of each owner thereof; and

NOW, THEREFORE, Developer, as legal title holder of the Properties and for the purposes set forth above and further hereinafter set forth, declare as follows:

ARTICLE I

Definitions

The following words when used in this declaration shall have the following meanings:

A. "Association" shall mean and refer to the White Plains Homeowners Association, a non-profit organization to be organized and existing under the laws of the State of Tennessee, its successors and assigns.

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

- C. "Building" shall mean and refer to a single-family residential building which may be built on each lot.
- D. "By-Laws" shall mean and refer to the by-laws of the Association, and as may be amended from time to time.
- E. "Common Use Facilities" shall mean and refer to Membership in the White Plains Homeowners Association, Inc., which includes but shall not be limited to use of the swim and tennis clubs at White Plains Plantation.
- F. "Declaration" shall mean and refer to this Declaration of Supplemental Covenants applicable to the Properties and which is recorded in the Office of the Register of Deeds for Putnam County, Tennessee.
- G. "Developer" shall mean and refer to Brown Properties, Inc., having its principal place of business in Cookeville, Tennessee, its successors in trust and assigns.
- H. "Lot" shall either mean or refer to any plot of land to be used for single-family residential purposes and so designated on the plat.
- I. "Member" shall mean and refer to any person or persons who shall be an owner of any of the Properties as defined herein, and as such, shall be a Member or Members of the Association.
- J. "Other Properties" shall mean any other land which Developer owns or may hereafter acquire, which Developer may elect to subject to this Declaration of Covenants by later reference to said Declaration.
- K. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee interest in any of the Properties which are part of White Plains, excluding, however, those parties having such interest merely as a security interest for the performance of an obligation.
- L. "Plat" shall mean and refer to the plats of White Plains Plantation of record in Plat Cabinet A, Slide 195, Plat Cabinet B, Slide 47, and Plat Cabinet B, Slide 64, Register's Office, Putnam County, Tennessee.
- M. "Person" shall mean and refer to a natural person, as well as a corporation, partnership, firm, association, trust or other legal entity. The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural where the context so requires.
- N. "Properties" shall mean and refer to any and all of that certain real estate described in Exhibit "A" attached hereto.
- O. "White Plains" shall mean and refer to that certain residential community known as White Plains Plantation which is being developed on real property now owned by Developer in Putnam County, Tennessee.

ARTICLE II

Submission of Properties

The Developer, as legal title holder in fee of the Properties, hereby submits and subjects the Properties to the provisions of this Declaration and to the By-Laws of the White Plains Homeowners Association, and as they may be amended from time to time. This Declaration shall constitute COVENANTS

RUNNING WITH THE LAND and be binding upon all parties now owning or thereafter having or acquiring any right, title, or interest in the Properties or any part thereof, and shall inure the benefit of each owner hereof. Every person hereafter acquiring a lot or any portion of the Properties by acceptance of a deed to any interest in a lot or any portion of the Properties shall accept such interest subject to the terms of this Declaration, and by acceptance of the same, shall be deemed to have consented to and agreed to be bound by the terms, conditions, and covenants of this Declaration.

ARTICLE III

Membership

Members. Every person or entity who is an owner of any Lot which is included in the Properties shall be included in the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot in the Properties. The Association may, however, allow certain persons who are not Members to join the Association for some limited purposes if the Association so elects.

ARTICLE IV

Assessments

A. Creation of Lien and Personal Obligation of Assessments. Each Owner of any Lot within the Properties shall, by acceptance of a deed therefor, whether or not it shall be so expressed in any deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of these Supplemental Covenants and promises to pay to the Association, both annual assessments and charges and special assessments, such assessments to be established and collected from time to time as provided in the By-Laws of the White Plains Homeowners Association. The annual and special assessments, together with such interest thereon, and costs of collection therefor, shall be a charge and continuing lien upon the Lot against which such assessment is made as of the effective date of each assessment. Each such assessment, together with such interest thereon, and costs of collection therefor, shall also be the personal obligation of the person or entity who was owner of such Lot at the time when the assessment fell due. In the case of co-ownership of a Lot, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment. Common charges/assessments shall first be assessed against a Lot as considered due from the owner of that Lot from the date the Developer transfers title to that Lot to the first purchaser/owner. The Developer shall, however, be exempt from assessment for any such common charges, annual assessments, dues, charges, or assessments of any other kind or nature.

B. Payment of Common Charges. All Lot owners shall be personally obligated to pay the common charges assessed by the Board of Directors of White Plains Homeowners Association pursuant to the By-Laws of such Association and the Supplemental Covenants at such times as the Board of Directors shall determine. The Developer is exempt from payment of common charges. Common charges shall first be assessed against a Lot and considered due from that Lot's owner from the date Developer transfers title to the Lot to the first purchaser/owner. No Lot owner shall be liable for the payment of any part of the common charges assessed against his Lot subsequent to a sale, transfer, or other conveyance by him of such Lot. A purchaser of a Lot shall not be personally liable for the payment of common charges which were assessed against that Lot prior to his acquisition of

the Lot unless such liability was assumed as part of the purchase; provided, however, that the lien imposed herein for unpaid charges and assessments shall continue to be valid against the Lot.

C. Enforcement of Lien by Trustee's Sale. For and in consideration of the privileges and protections granted herein, and the mutual enjoyment and use of the Membership, and for the express purpose of securing the payment of the assessments, other sums and charges described in the By-Laws; rendering unnecessary court proceedings for the enforcement of the lien described above, each Owner accepting a deed to a Lot for their heirs, administrations, successors, and assigns, do hereby transfer and convey unto David W. Ledbetter, Trustee, his successors and assigns, each such Lot deeded to such Owner, with the appurtenances, estate, title, and interest thereto, belonging, unto the Trustee, for the following uses in Trust:

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

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

1. To the payment of all costs, charges and expenses of executing this conveyance and enforcing this lien as herein provided; also reasonable attorneys' fees for advice in the premises, or for instituting or defending any

litigation which may arise on the account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

2. To the payment of all taxes which may be unpaid on said premises.

3. To the payment of all unpaid indebtedness herein secured.

4. The residue, if any, to be paid to said Owners, their order, or to their representatives or assigns.

With or without cause or reason, the Association as the lawful owner and holder of said lien, acting by its President, is hereby authorized and empowered to name and appoint a successor in trust to execute this trust by an instrument in writing to be recorded in the Register's Office for Putnam County, Tennessee, and title therein conveyed to the above named Trustee shall be vested in said successor. Trustee is authorized to appoint an attorney-in-fact to conduct in its stead and on its behalf and with the same power possessed by said Trustee as granted herein, any and all foreclosure sales authorized above.

The lien described in this Section shall be subordinate to the lien of a recorded first mortgage or deed of trust encumbering any such Lot. Provided, however, that in the event of foreclosure of such mortgage or first deed of trust, the purchaser at such foreclosure shall become subject to the lien reserved herein for the purpose of securing all assessments becoming due from and after the date such purchaser accepts a deed to said Lot or enters into possession of said Lot, whichever shall first occur.

ARTICLE V

General Provisions

A. Duration. This Declaration of Covenants Running With Land shall be appurtenant to and run with the land and shall be binding upon all owners and parties hereinafter having an interest in any of the Properties and all parties claiming under them, and all other parties hereafter who may be made subject to said Declaration for a period of ninety-nine (99) years from the date of the filing of this Declaration.

B. Enforcement. All covenants herein may be enforced by Developer, its successor and assigns until such time as Developer has sold all its right, title and interest in and to the Properties, or by the Association, by proceeding at law or in equity against the person, firm, or other entity violating or attempting to violate any covenant or covenants, either to restrain the violation thereof or to recover damages, together with reasonable attorney's fees and court costs. Further, after the termination of Developer's interest, in the event the Association fails to act to enforce any covenant herein, any Owner of any Lot may enforce this Declaration as aforesaid against any other Owner.

C. Partial Invalidity. Any invalidation of any one or more of these covenants by judgment, court order, or statute, or failure on the part of Developer or the Association, their successors or assigns, to enforce any of said covenants, shall in no way affect any of the other provisions hereof or be deemed as a waiver of the right to enforce such covenants any time after the violation thereof.

D. Exoneration of Developer. Each Owner of any Lot in the Properties, or any other party interested in the Properties, expressly agrees that there shall be no duty or obligation imposed upon Developer to enforce or attempt to enforce any of the covenants contained herein, nor shall Developer be subject to any liability of any kind or nature whatsoever from any third party from failing to enforce same.

ARTICLE XI

Amendment

The covenants of this Declaration may be amended by the Developer without joinder of any Lot Owner at any time the Developer, in its sole discretion, deems necessary. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration by acceptance of a deed or other conveyance therefor, thereby agree that the covenants and conditions of this Declaration may be amended as provided herein.

IN WITNESS WHEREOF, the Developer has executed this Declaration of Covenants Running With Land, this 31st day of March, 1994.

BROWN PROPERTIES, INC.

BY: *Fred Brown*
Fred Brown, President

STATE OF TENNESSEE
COUNTY OF PUTNAM

PERSONALLY APPEARED before me, the undersigned authority, a Notary Public in and for said County and State, FRED BROWN, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of Brown Properties, Inc., the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

WITNESS MY HAND and seal at office in Cookeville, Tennessee, this the 31st day of March, 1994.

Henry M. Henry
NOTARY PUBLIC

My Commission Expires: Dec. 28, 1997

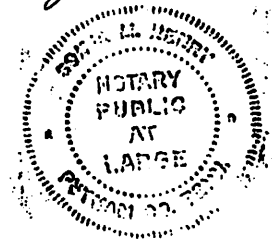


EXHIBIT A

PHASE I

2	39	69	100
5	40	70	102
6	43	71	103
7	44	72	104
8	45	73	
13	46	74	
18	47	75	
21	48	76	
24	53	77	
25	54	78	
27	55	79	
28	56	80	
29	57	83	
30	58	84	
31	59	85	
32	62	86	
33	64	87	
34	65	88	
35	66	90	
36	67	98	
37	68	99	

PHASE II

105	133
106	134
107	135
108	138
109	141
110	142
111	143
112	145
113	146
114	147
115	148
116	149
117	150
118	151
121	123
126	
127	
128	
129	
131	
132	

PHASE III

160
161
162
163

STATE OF TENNESSEE, PUTNAM COUNTY

The foregoing instrument and certificate were noted in

Note Book 18 Page 294 Book 346 Page 315 and recorded in WD Book 346 Page 315 Date 3-31-94

State Tax Fee — Fee —

Recording Fee 28.00 Total 28.00 Receipt No. 20597

Opal B. ... Registrar

This instrument prepared by: T. Michael O'Mara, O'Mara & Johnson, PLLC
317 W. Spring Street, Cookeville, TN 38501

AMENDMENT OF RESERVATIONS AND RESTRICTIONS ✓

WHEREAS Brown Properties, Inc. conveyed to Harold Jackson and Jeffrey H. Jackson by virtue of Warranty Deed recorded in Warranty Deed Book 298, Page 365, R.O.P.C.T. certain lands and which instrument contained four expressed restrictions of reservations and restrictions and;

WHEREAS, Brown Properties, Inc., the Grantor is the present owner and has the right to alter, amend or cancel either in whole or in part and

WHEREAS, Brown Properties, Inc. desires to amend the restrictions by deleting restriction number 4 in its entirety.

NOW THEREFORE, Brown Properties, Inc. does hereby amend the restrictions by deleting restriction number 4 in its entirety.

All other reservation restrictions and easements in the foregoing conveyance shall remain unaltered.

Executed this 12th day of November, 1999.

BROWN PROPERTIES, INC.

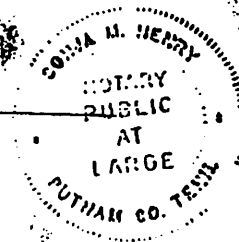
By: [Signature]
Fred Brown, President

STATE OF TENNESSEE)
COUNTY OF PUTNAM)

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared Fred Brown, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be President of Brown Properties, Inc., the within named bargainor, a corporation, and that he as President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

Witness my hand and seal this 12th day of November, 1999.

[Signature]
NOTARY PUBLIC



My Commission Expires:
Apr. 22, 2002

State of Tennessee Putnam County
The foregoing instrument and certificate were noted to
Note Book 22 Page 230 At 9:06 O'Clock A 11/12/99
and recorded in WD Book 413 Page 491
State Tax Paid \$ Fee
Recording Fee 10.00 Total 10.00 Receipt No. 75
[Signature] Reg 1066460