

THIS INSTRUMENT PREPARED BY
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

CAMERON FARMS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for CAMERON FARMS is made on this 20 day of December, 1990, by CAMERON FARMS JOINT VENTURE, a Tennessee Joint Venture ("Developer"):

WHEREAS, Developer owns certain real property in Spring Hill, Williamson County, Tennessee, more particularly described in Exhibit A, attached hereto and made a part hereof by reference, and known as Cameron Farms, which is to be developed as a residential subdivision community;

NOW, THEREFORE, Developer hereby declares that all of the property described in Article I, Section 1, and such additions as may be made pursuant to Article I, Section 1, and such additions as may be made pursuant to Article I, Section 2, (the "Property"), shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of protecting the value and desirability of the Property. The easements, restrictions, covenants and conditions herein contained shall run with the Property and be binding on all parties having any right, title or interest in it, their heirs, successors and assigns, and shall insure to the benefit of each owner.

**ARTICLE I -- PROPERTY SUBJECT TO THIS
DECLARATION: ADDITIONS**

Section 1. (a) Existing Property. The real property which is and shall be held, transferred, sold, conveyed, used, occupied, mortgaged and/or otherwise encumbered subject to this Declaration is located in Spring Hill, Williamson County, Tennessee, and is more particularly described as follows:

All of the property shown on the Final Plat of Cameron Farms, Section 1, including Lots 1 thru 71 inclusive, as of record in Plat Book 14, page 93, in the Register's Office of Williamson County, Tennessee.

BEING part of the same property conveyed to Tim L. Cameron, Trustee for the Cameron Children Trust by deed from Dorothy Sullivan Cameron McDonnell of record in Book 472, page 988, Register's Office of Williamson County, Tennessee. See also Trust Agreement of record in Book 866, page 077, said Register's Office.

(b) Other Phase(s). The remaining phase(s) or section(s) of Cameron Farms shall be laid out and developed in harmony with

and contiguous to the above described property and may consist of the remaining property described in Exhibit A with plats of survey being likewise filed in the office of the Register of Williamson County, Tennessee, if and when added. Each phase or section, when and if developed by Developer, shall likewise be subject to these covenants, conditions and restrictions contained in this Declaration, will be so noted on the subsequent plat(s) hereinafter, and all the common area designated on the Plat for Section / above and all subsequent plat(s) filed and made a part of this Cameron Farms Declaration, shall be shared by all owners of the various phases (or sections) of Cameron Farms in accordance with the terms of this Declaration when and if said phase(s) are added to this Declaration.

Section 2. Additions to Existing Property. Additional real property may become subject to this Declaration in the following manner:

Additional real property other than that described in Exhibit A may be made subject to this Declaration by filing an amendment to this Declaration in the Williamson County, Tennessee Register's Office. An amendment adding such additional property shall require the written consent of Developer, as long as it owns any part of the property described in Exhibit A or, if Developer no longer owns any part of that property, the written consent or affirmative vote of majority of the authorized voting members of the Cameron Farms Homeowner's Association. Any such amendment shall be signed by Developer, if Developer has adopted the amendment, or by the President and the Secretary of the Cameron Farms Homeowner's Association, if Developer no longer owns any part of the property described in Exhibit A and the Cameron Farms Homeowner's Association has adopted the amendment, and in either case, by the owner of the real property being added, and any such amendment shall be effective upon filing, unless otherwise provided in the amendment.

Section 3. Amendment. This Article shall not be amended without the written consent of Developer, as long as Developer owns property or any interest in property described in Exhibit A.

ARTICLE II -- PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment: Exceptions. Every lot owner shall have a right and easement of enjoyment including, without limitation, the right of vehicular and pedestrian ingress and egress, in and to the common areas which shall be appurtenant to and shall pass with the title to every lot. This right and easement shall also be deemed granted to the Cameron Farms Homeowner's Association and the lot owners' families, guests, invitees, servants, employees, tenants and contract purchasers. The term "common areas" means and refers to all areas not contained in numbered lots and dedicated roadways on the Plat(s) of Cameron Farms Subdivision. Developer releases and quitclaims to the Cameron Farms Homeowner's Association its right and title to the common areas. The right of enjoyment is subject

to the following provisions:

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(a) The right of the Cameron Farms Homeowner's Association to suspend the voting rights and the accompanying rights of use to such common area of an owner for any period during which any assessment against his lot remains unpaid, and for a period of time for any infraction of its published rules and regulations;

(b) The rights of the Cameron Farms Homeowner's Association to dedicate or transfer all or any part of the common areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Cameron Farms Homeowner's Association, and as may be otherwise permitted under existing law and/or governmental regulation, provided, however, that the lot owners' easements of ingress and egress and any public utility easements previously established shall not be affected. Developer may dedicate utility service, drainage (storm water or other) or water retention pond easements upon, through or under the common areas at its sole discretion so long as there is in existence the Class B membership in accordance with Article III, Section 2. When Class B membership ceases, this right of Developer shall automatically pass to the board of directors of the Cameron Farms Homeowner's Association; and

(c) No motorized vehicles, including motorcycles, 3-wheel or 4 wheel type recreational vehicles are permitted on the common areas, except authorized maintenance vehicles.

Section 2. Cameron Farms Homeowner's Association's Right of Entry. The authorized representative of the Cameron Farms Homeowner's Association or its board of directors shall be entitled to reasonable access to the individual lots as may be required in connection with the preservation of property on an individual lot in the event of an emergency or in connection with the maintenance of, repairs or replacements within the common areas, or any equipment, facilities or fixtures affecting or serving other lots or the common areas or to make any alteration required by any governmental authority; provided, after any such entry the Cameron Farms Homeowner's Association shall restore the lot to its former condition.

Section 3. No Partition. Except as is permitted in this Declaration or amendments thereto, there shall be no physical partition of the common areas or any part thereof, nor shall any person acquiring any interest in the Property have the right of judicial partition. This Section does not prohibit the board of directors of the Cameron Farms Homeowner's Association from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

ARTICLE III -- CAMERON FARMS HOMEOWNER'S ASSOCIATION

Section 1. Membership. Developer and every owner of a lot

which is subject to an assessment shall be a member of a maintenance association called the Cameron Farms Homeowner's Association, Inc. (the "Cameron Farms Homeowner's Association"). Such owner and member shall abide by the Cameron Farms Homeowner's Association's Bylaws, Charter recorded in the Williamson County, Tennessee Register's Office, rules and regulations, shall pay the assessments provided for in this Declaration, when due, and shall comply with decisions of the Cameron Farms Homeowner's Association's board of directors. Conveyance of a lot (except a conveyance to a trustee under a deed of trust or to a mortgagee) automatically transfers membership in the Cameron Farms Homeowner's Association without necessity of further documentation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. Classes of Membership and Voting. The Cameron Farms Homeowner's Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all Owners, with the exception of the Developer 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.

(b) Class B. The Class B members shall be the Developer and shall be entitled to three (3) votes for each Lot owned. 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 the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on December 31, 1995.

(c) As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions, Restrictions and Easements.

Section 3. Rights and Obligations of the Cameron Farms Homeowner's Association. The Cameron Farms Homeowner's Association shall maintain, operate and keep in good repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, the common areas, including, without limitation, entranceways, landscaping and any recreational facilities and improvements located therein and

within the landscape feature easements as shown on the recorded plat. All rights reserved by Developer in this Declaration shall automatically pass to the Cameron Farms Homeowner's Association when Class B membership ceases pursuant to Article III, Section 2. The Cameron Farms Homeowner's Association shall further;

(a) acquire and be responsible for maintaining liability insurance adequate to insure against all risks to persons and/or property within the common area, together with insuring against all risks of loss(es) to improvements therein or thereon;

(b) be responsible and liable for the prompt payment of any and all taxes by any government agency related to the Cameron Farms Homeowner's Association and/or the common area;

(c) be responsible for the maintenance and upkeep of the common area and all landscaping and recreational or other facilities and improvements located thereon or pertaining to the common area or within the landscape feature easements; and

(d) be responsible and liable for such other obligations and/or duties which may be required by appropriate governmental bodies and/or authorities.

ARTICLE IV -- ASSESSMENTS

Section 1. Assessments; Creation of the Lien and Personal Obligation. Each lot owner, except Developer, by acceptance of a deed for the lot, whether or not it shall be so expressed in such deed, covenants and agrees to, and shall pay to the Cameron Farms Homeowner's Association (i) monthly and/or annual assessments or charges, and (ii) special assessments for capital improvements, such assessments to be established and collected as provided in this Article IV. Developer shall be responsible for the maintenance costs of the Cameron Farms Homeowner's Association, incurred over and above assessed amounts payable to the Cameron Farms Homeowner's Association by the lot owners, until Class B membership is converted to Class A membership pursuant to Article III, Section 2(b). When Class B membership in the Cameron Farms Homeowner's Association is converted to Class A membership, Developer shall pay assessment to the Cameron Farms Homeowner's Association for each lot Developer owns in the same manner and amount as every other lot owner pays assessments, and shall thereafter no longer be responsible for maintenance costs incurred over and above assessed amounts payable to the Cameron Farms Homeowner's Association by the lot owners. The annual and special assessments, together with interest, cost and responsible attorney 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 fees, shall also be the personal obligation of the person who was the owner(s) of such property at the time when the assessment fell due. The personal obligation for delinquent

assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments.

(a) The assessments levied by the Cameron Farms Homeowner's Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose, or for the use and enjoyment of the common areas, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, payment of taxes assessed against the common areas, the procurement and maintenance of insurance in accordance with the Bylaws, the employment of attorneys to represent the Cameron Farms Homeowner's Association when necessary, and such other needs as may arise, and for the improvement and maintenance of the common areas and lots.

(b) Until Class B membership ceases and is converted to Class A membership pursuant to Article III Section 2(b), Developer or its nominee shall administer the assessments and receipts therefrom, which may only be used for purposes generally benefiting the Property, as permitted in this Declaration.

Section 3. Maximum Annual Assessment.

(a) The initial maximum annual assessment shall be set at a rate not to exceed \$20.00 per month per lot. The maximum annual assessment may not be increased each year by more than 10% of the maximum assessment for the previous year without an affirmative vote of two-thirds of each class of members pursuant to the Bylaws.

(b) The board of directors of the Cameron Farms Homeowner's Association may fix the annual assessment at an amount not in excess of the maximum. The board of directors shall determine when the assessments shall be paid.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Cameron Farms Homeowner's 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 or a capital improvement upon the common areas, including fixtures and personal property related thereto. Any such assessment shall have the assent of such class of members of the Cameron Farms Homeowner's Association that are authorized to vote in accordance with this Declaration or by the Bylaws.

Section 5. Uniform Rate of Assessment.

Both annual and special assessments shall be fixed at a uniform rate for all lots except those owned by Developer during the period when Class B membership exists in the Cameron Farms Homeowner's Association, as provided in Section 1 of this Article. The board of directors may at its discretion waive the assessment for any year or part of a year for any lot not occupied as a residence.

Section 6. Date of Commencement of Annual Assessments; Due Dates.

The annual assessments provided for herein shall begin as to any lot subject to the assessment on the first day of the month next following the date on which title to the lot is conveyed to the owner, subject to the provision permitting a waiver provided in Section 5 of this Article. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year when title to the lot is transferred. Anything to the contrary herein notwithstanding, no annual assessment shall be enforced against any lot until after December 31, 1991.

Section 7. Reserves.

After December 31, 1991, upon closing of the conveyance of a lot from Developer, each lot purchaser shall pay to the Cameron Farms Homeowner's Association an amount equal to two months' assessments, to be placed in the Cameron Farms Homeowner's Association's capital replacement reserve account. This reserve assessment shall not be applied against or applied toward the annual assessment provided for in Section 1 of this Article.

Section 8. Effect of Nonpayment of Assessment; Remedies of the Cameron Farms Homeowner's Association.

Any assessment not paid within fifteen days of the due date shall be subject to a late charge as determined by the board of directors of the Cameron Farms Homeowner's Association. The Cameron Farms Homeowner's Association may bring an action at law against the owner personally obligated to pay the assessment, or foreclose the lien against the property, and interest, cost and reasonable attorney fees of such action or foreclosure shall be added to the amount of such assessments. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or abandonment of his Lot. Assessments shall continue to accrue until paid in full, whether or not the member(s) are suspended from use pursuant to this Declaration.

For the purpose of rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of the assessments, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the lot owners, their

heirs, successors, administrators and assigns, hereinafter in this Section 8 referred to as Trustor, hereby transfer and convey unto James T. Oglesby, as Trustee, his successors and assigns, their respective lot with the appurtenances, estates, title and interest thereto belonging upon the use and trusts set forth in this paragraph.

To have and to hold the property to the Trustee, his successor and assigns, and his successors in trust, forever.

If the Trustor pays the assessments when due, then this trust conveyance shall be of no further force or effect with respect to the Trustor's lot. If the assessments with respect to any lot are not paid promptly when due, this trust conveyance shall remain in full force and effect, and the Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily, or weekly, published in Williamson County, Tennessee to sell the lot at the front door of the Court House in said County to the highest bidder for cash, at public outcry, free from the right of redemption, statutory or otherwise, homestead, dower and all exemptions of every kind, which are hereby expressly waived; and the Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Cameron Farms Homeowner's Association may bid at any sale under this trust conveyance. The Cameron Farms Homeowner's Association may, at any time after default in the payment of any assessment, enter and take possession of said property, and shall only account for the net rents actually received by it. It is further agreed that, in the event the Cameron Farms Homeowner's Association fails, before instructing the Trustee to sell the 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 of said property. In the case of sale hereunder, the proceeds will be applied by the Trustee as follows:

(i) First, to the payment of all costs, charges and expense of executing this conveyance and enforcing said lien as herein provided, including reasonable attorneys' fees and expenses incurred, for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of the lien;

(ii) Second, to the payment of all taxes which may be unpaid in respect to such lot;

(iii) Third, to the payment of all unpaid assessments with respect to such lot;

(iv) Fourth, the residue, if any, will be paid to the owner(s) of such lot, his order, representatives or assigns;

In the case of the death, absence, inability or refusal to act of the Trustee at any time when action under the foregoing power and trusts may be required or for any other reasons, the Cameron Farms Homeowner's Association is hereby authorized and empowered to name and appoint a successor to the Trustee by an instrument in writing to be recorded in the Williamson County, Tennessee Register's Office and the title herein conveyed to the Trustee shall be vested in its successor.

The Cameron Farms Homeowner's Association acting on behalf of its members, shall have the power to bid for the lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. The Cameron Farms Homeowner's Association may purchase the lot subject to a first mortgage. Where the purchase of a foreclosure lot will result in a ten percent or greater increase in annual assessments, the purchaser shall require the vote or written consent of a majority of the total voting power of the Cameron Farms Homeowner's Association. During the period owned by the Cameron Farms Homeowner's Association, following foreclosures: (i) no right to vote shall be exercised on its behalf, and (ii) no assessment shall be assessed or levied on it. Suit to recover a money judgment for unpaid assessments and attorneys' fees shall be maintained without foreclosing or waiving the lien securing the same. The Board may temporarily suspend the voting rights and any and all other rights and/or privileges of a member who is in default of payment of any assessment after notice.

Section 9. 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 first mortgage or first deed of trust. Sale or transfer of any lot shall not affect the assessment lien or liens provided for in the preceding sections, however the sale or transfer of any lot pursuant to a first mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payment which become due prior to such sale or transfer. No sale or transfer shall relieve such lot owner(s) from liability for any assessments thereafter becoming due or after such sale or transfer.

Section 10. Exempt Property.

Each lot situated within Cameron Farms, whether in the original real property subject to this Declaration and/or any and all additions hereafter added pursuant to this Declaration, shall be exempt from the assessments, charges and liens created herein or hereby until conveyed by the Developer to another owner.

ARTICLE V -- USE RESTRICTIONS

Section 1. Primary Use Restrictions.

No lot shall be used for any purpose except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two stories in height and containing a garage for the sole use of the owner and occupants of the lot. No lot may be used for a road, roadway or passageway of any kind. No improvement, including pools and/or tennis courts otherwise authorized and approved, may be erected upon any lot unless in conjunction with a residence located on the same lot.

Section 2. Nuisances. No noxious or offensive trade or activity shall be conducted or permitted on any lot, nor shall anything be done or permitted 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 or movable character including, without limitation, a mobile home, an outbuilding, trailer, basement, tent, shack, garage, barn or structure other than the main residence erected on a lot shall be permitted on any lot except temporary tool sheds or field offices used by a builder or Developer, which shall be removed when construction or development is completed and no such structure shall at any time be used as a residence, temporarily or permanently.

(b) 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 of excess of twenty-four hours in any one calendar year. No repairs of any vehicle shall be performed on any lot or in the common areas, except as permitted by the rules and regulations of the Cameron Farms Homeowner's Association and any local law or regulation.

(c) No automobile shall be continuously or habitually parked on any street or in the common areas in the Property.

(d) No flagpoles shall be erected on any lot.

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, and, provided further, that all local laws, ordinances and/or regulations are complied with by the owners of the lots and/or pets.

Section 5. Clothes Lines; Fences and Walls; Swimming Pools; Antennae and Receivers/Transmitters.

(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 the residences. As a "structure" no fence or wall of any nature may be erected, placed or altered on any lot until construction plans are approved in writing by the Developer pursuant to Article VI, Section 1.

(c) No swimming pools shall be erected or placed on any lot from the date hereof unless its design and placement are approved in writing by Developer.

(d) No antenna or microwave and other receiver and transmitters (including those currently called "satellite dishes") shall be erected or placed on any lot.

Section 6. Duty to Repair and Rebuild.

(a) Each owner of a lot shall, at its sole cost and expense, maintain and repair all portions of his residence and lot, keeping the same in the condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

(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. Alternatively, the lot owner shall completely raze the residence and sod or seed the entire lot until such time as construction of a new residence is begun.

(c) Any failure by a lot owner to comply with the provisions of this Section 6 may be remedied by the Cameron Farms Homeowner's Association and the cost thereof charged to the lot owner. The Cameron Farms Homeowner's Association shall have a lien on the owner's lot to secure the repayment of such costs, which lien may be enforced as the lien for assessments is enforced.

Section 7. Business; Home Occupations. No trade or business of any kind (and no practice of medicine, dentistry, chiropody, 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 or be in violation of local laws, ordinances or regulations. Notwithstanding the provisions hereof for the builder's own sales 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 Developer.

Section 8. Signs. No Sign for advertising or for any other purpose shall be displayed on any lot or on a building or structure on any lot, except one sign for advertising the sale thereof, which shall not be greater in area than four square feet; provided, however, Developer shall have the right to (i) erect larger signs when advertising the Property, (ii) place signs on lots designating the lot number of the lots, (iii) following the sale of a lot, place signs on such lot indicating the name of the Purchaser of the lot. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations. Further, any such sign shall comply with all local laws, ordinances and/or regulations.

Section 9. Drainage. Drainage of each lot shall conform to the general drainage plans of the Developer for the Property. 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 and in full compliance with all applicable plumbing code requirements.

Section 10. Obligation to Construct or Recovery. Every lot owner shall, within thirteen (13) months after the date of conveyance by Developer of a lot without a dwelling thereon, commence in good faith the construction and diligent pursuit of completion of a single family dwelling approved according to Article VI, Section 1, upon each lot conveyed. If construction does not commence and promptly proceed toward completion within the specified period of time, Developer may elect to repurchase any and all lots on which construction has not commenced for 100% of the actual purchase price, without interest, of said lot or lots hereunder sold by Developer, in which event the lot owner shall immediately reconvey and deliver possession of said lot or lots to Developer by deed of special warranty. If Developer has not exercised this right to repurchase within three years from the date of such right vests in Developer, the Developer's right to repurchase shall cease.

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 and out of view from any street or other lot or the

common area. The restriction shall not apply during the period of construction of a residence on the lot or adjoining lots.

Section 12. Oil and Mining Operations. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon, in or under any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon, under or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 13. Rules for Common Areas. The Cameron Farms Homeowner's Association is authorized to adopt rules and regulations for the use of the common areas and such rules and regulations shall be furnished in writing to the lot owners.

ARTICLE VI - ARCHITECTURAL AND LANDSCAPE CONTROL

Section 1. Approval of Construction and Landscape Plans.

(a) There shall be an Architectural Review Committee composed of the Board of Directors of the Cameron Farms Homeowner's Association, or by three (3) or more representatives appointed by the Board.

(b) No structure shall be commenced, erected or maintained on any lot, nor shall any exterior addition to or change or alteration to any structure be made until the construction plans and building specifications and a plan showing (i) the location of all improvements on the lot; (ii) the grade elevation (including rear, front and side elevations); (iii) the type of exterior material (including delivery of a sample thereof if requested); and (iv) the location and size of the driveway (which shall be of concrete, aggregate concrete or asphalt) shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Cameron Farms Homeowner's Association acting as the Architectural Review Committee, or by its designated representatives acting as the Architectural Review Committee. In the event said Board, or its designated Committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this provision shall be deemed to have been fully complied with.

(c) No house or residence shall be permitted to be moved into Cameron Farms and to be placed or erected on any lot. References to "structure" in this Article VI shall include any building (including a garage), fence, wall, swimming pools, decks, headwalls, tennis courts, and, in fact, any and all improvements upon such lot(s).

Section 2. Building Materials. The exterior building

material of all structures shall be either brick, stone, brick veneer, stone veneer, stucco or stucco type, wood or siding, or a combination of same or other material expressly approved in writing by Developer.

Section 3. Foundations. If the exterior building material does not extend to ground level then any exposed foundation must be either brick or stone.

Section 4. Crawl Space. No concrete slab construction shall be allowed and all houses must be built with a crawl space under the living area.

Section 5. Minimum Floor Areas. The following shall be the minimum floor areas for homes to be constructed after this instrument is recorded:

(a) The total floor area of all homes shall be a minimum of 1,200 square feet, exclusive of the garage.

Section 6. 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, and open porches may project into said areas not more than six feet. Developer may vary the established building lines or permit encroachments into said areas, in its sole discretion, where not in conflict with applicable zoning ordinances and/or regulations.

Section 7. Garages; Carports.

(a) Garages, as structures, are subject to prior plan approval under Section 1 hereof. Garages shall either be attached to or connected by a breezeway to the main dwelling unit.

(b) No carport shall be constructed on any lot.

Section 8. Landscaping; Driveways.

(a) After the construction of a residence, the lot owners shall grade and sod or seed that portion of the lot between the front and street side walls of the residence and the pavement of any abutting street.

(b) Each lot owner shall promptly finish the driveway at completion of each single family dwelling, with concrete, aggregate concrete, or asphalt.

(c) Upon an owner's failure to comply with the provision of this Section 8, Developer or the Cameron Farms Homeowner's Association may take such action as necessary to comply therewith, and the owner(s) shall immediately, upon demand, reimburse Developer or other performing party for all expenses incurred in

so doing, including reasonable attorneys' fees, together with allowable statutory interest, and Developer or the Cameron Farms Homeowner's Association shall have a lien on that lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced in the same manner and with the same priority that the lien for annual and special assessments may be enforced.

Section 9. Mail and Paper Boxes. The only mail box and/or paper holder authorized or permitted shall be that standard unit approved by Developer. All such units shall be installed only in the manner and location approved in writing by the Developer. No other mail box or paper holder shall be placed on any lot.

ARTICLE VII - GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these restrictions shall be by proceeding in law or in equity, brought by an owner, by the Cameron Farms Homeowner's Association, or by Developer against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or recover the cost of restoration, and/or to recover damages. Failure of any owner, the Cameron Farms Homeowner's Association, or Developer to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions. Any violator shall in addition to all other remedies herein provided, be liable for any and all costs of enforcing these restrictions, including reasonable attorney's fees and costs.

Section 2. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and affect.

Section 3. Restrictions Run with Land. Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of twenty-five (25) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument has been recorded agreeing to change these restrictions and covenants in whole or in part. These restrictions may be cancelled, altered or amended at any time if permitted by local law, ordinance and/or regulation, by a written instrument signed by the owners of the lots with 75% of the votes in the Cameron Farms Homeowner's Association and recorded in the Williamson County, Tennessee Register's Office.

Section 4. Amendment to Articles and Bylaws. Nothing contained in this Declaration shall limit the right of the Cameron Farms Homeowner's Association to amend, from time to time, its Charter and Bylaws.

Section 5. Non-Liability of the Directors and Officers. Neither Developer nor the directors nor officers of the Cameron Farms Homeowner's Association shall be personally liable to the owners for any mistake or judgment or for any other acts or omissions of any nature whatsoever while acting in their official capacity, except for any acts or omissions found by a court of competent jurisdiction to constitute gross negligence or actual fraud. The owners shall indemnify and hold harmless Developer and each of the directors and officers and their respective heirs, executors, administrators, successors and assigns in accordance with the Bylaws. This indemnification shall include, without limitation, indemnification against all costs and expenses (including attorneys' fees, amount of judgments paid and/or amounts paid in settlement) incurred in connection with any claim, action, suit or proceeding, whether civil, criminal, administrative, or other. The Cameron Farms Homeowner's Association may provide insurance to cover such risks.

Section 6. Sale or Other Disposition of Common Area. The Cameron Farms Homeowner's Association shall not dispose of any common open space, by sale or otherwise, except to an organization conceived and established to own and maintain the common open space, without first offering to dedicate the common open space to the City of Spring Hill, and the said dedication be approved by the Spring Hill Planning Commission and approved and accepted by the Spring Hill Board of Aldermen. The conditions of such transfer shall conform to local laws, ordinances and/or regulations and shall be in conformity to the officially recorded development plat(s).

Section 7. Permanent Unrestricted Use. Except as otherwise provided herein and when not in default of any obligation(s) of a member in the Cameron Farms Homeowner's Association, all members (lot owners) shall have guaranteed the permanent unrestricted right to utilize the land and facilities owned by the Cameron Farms Homeowner's Association as common open space.

Section 8. Subject to Local Law, Ordinances and/or Regulations. The Cameron Farms Homeowner's Association, or any successor organization, shall own and maintain the common open space in accordance with the officially recorded development plat subject to the local laws, ordinances and/or regulations and be responsible for any and all costs and/or sanctions from deviation from the same and shall indemnify and hold harmless Developer from such deviations and consequences of deviation.

Section 9. Board's Determination Binding. In the event of any dispute or disagreement between any owners relating to the Property, or any questions of interpretation or application of the provision of this Declaration or the Bylaws, the determination thereof by the Board of Directors of the Cameron Farms Homeowner's Association shall be final and binding on each and all

such owners, except the Developer for so long as he owns a lot or lots, may veto such determinations relating to lot(s) owned by it or adversely affecting the lot(s) owned by it, in Developer's sole discretion.

IN WITNESS WHEREOF, this instrument is executed by the parties as of 20th day of December, 1990.

Tim L. Cameron, Trustee
Tim L. Cameron, Trustee
of the Cameron Children
Trust

CAMERON FARMS JOINT VENTURE,
a Tennessee joint venture

BY: Tim L. Cameron, Trustee
Tim L. Cameron, Trustee
of the Cameron Children Trust

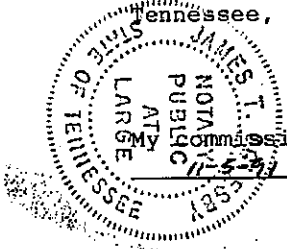
Tim L. Cameron
Tim L. Cameron

Don R. Cameron, III
Don R. Cameron, III

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, JAMES T. OGLESBY, a Notary Public, TIM L. CAMERON, TRUSTEE, of the Cameron Children Trust, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained as such Trustee.

Witness my hand and official seal at office at Franklin, Tennessee, this the 20 day of December, 1990



James T. Oglesby
NOTARY PUBLIC

commission expires: _____

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

BOOK 0881 PAGE 179

Personally appeared before me, JAMES T. CLEGG, a Notary Public, TIM L. CAMERON, Trustee of the Cameron Children Trust, TIM L. CAMERON and DON R. CAMERON, III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged themselves to be the Joint Venturers of Cameron Farms Joint Venture, a Tennessee Joint Venture, one of the within named bargainors, and who being authorized so to do executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office at Franklin, Tennessee, this the 20 day of December, 1990.



James T. Clegg
NOTARY PUBLIC

Commission expires: _____

EXHIBIT A

BOOK 0881 PAGE 180

The following described tract or parcel of land is located in the 11th Civil District of Williamson County, Tennessee, about 12 miles South of Franklin and about 3 miles East of Thompson Station, both in Williamson County, and more particularly bounded and described as follows:

BEGINNING at the Southwest corner of the tract at the old bank's corner, now J. H. Porter's Southwest corner; thence North 4-1/2° East 226 poles to a stake; thence South 86° East 45.92 poles to a hackberry tree; thence North 33-1/4° East 6 poles to a stake; thence North 57-1/2° East 43 poles to a stake in the West boundary of the John Smith tract; thence South 3° West 16 poles to a stone; thence South 85-1/2° East 57.45 poles to a stone; Kittrell's Northwest corner in the forks of the road; thence South 3-3/4° West 238.92 poles to a rock in the road; thence North 85-1/2° West 141.58 poles to the beginning, 208 acres contained in the tract and 68 poles, less 40 poles reserved for the MacLemore Graveyard; and a right-of-way that is reserved in the deed from William Cummins to E. W. Buford, in Deed Book Z, page 404, Register's Office of Williamson County, Tennessee.

Said conveyance is subject to and Grantees herein will have all the rights and benefits and certain property rights in pipelines as given, as set out or reserved in the deed of James H. Porter, et ux., to A. L. Willis, by deed dated November 12, 1918, recorded in Book 44, page 291, of the Register's Office of Williamson County, Tennessee and by A. L. Willis conveyed or reserved to or from W. S. MacDaniel, and the deed of A. L. Willis, et ux. to W. S. MacDaniel, et ux., dated June 10, 1921, of record in Book 49, page 53, ROWC, Tennessee.

Being part of the same property conveyed to Tim L. Cameron, Trustee, by deed from Dorothy Sullivan Cameron McDonnell (surviving wife of Don Russell Cameron) of record in Book 472, page 988, Register's Office of Williamson County, Tennessee. The Cameron Children Trust Agreement being of record in Book 866, page 077, in said Register's Office.

BOOK# 881 PG 162
NOTE BK 47 PG 29
TAX _____ TOTAL 76.00
FEE _____ RECEIPT#
REC _____ 94933

SADIE WADE
REGISTER OF DEEDS
WILLIAMSON COUNTY, TN.
1990 DEC 21 AM 10:11

five
THIS INSTRUMENT PREPARED BY
BERRY & OGLESBY, ATTORNEYS AT LAW, 125 THIRD AVE., NORTH, FRANKLIN, TN

AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
CAMERON FARMS

The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for CAMERON FARMS of record in Book 881, page 162, Register's Office of Williamson County, Tennessee, is hereby amended by changing ARTICLE IV, Section 3 (a) to read as follows:

ARTICLE IV -- ASSESSMENTS

Section 3. Maximum Annual Assessment.

(a) The initial maximum annual assessment shall be set at a rate not to exceed \$20.00 per month per lot. The maximum annual assessment may not be increased each year by more than 5% of the maximum assessment for the previous year without an affirmative vote of two-thirds of each class of members pursuant to the Bylaws.

(b) The board of directors of Cameron Farm Homeowner's Association may fix the annual assessment at an amount not in excess of the maximum. The board of directors shall determine when the assessments shall be paid.

Further, said Declaration is hereby amended by adding the following:

ARTICLE VII -- GENERAL PROVISIONS

Section 10. Prior Approval. Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions, requires HUD/VA prior approval as long as there is a Class B membership.

Section 11. Conveyance of Common Area. Any Common Area cannot be mortgaged or conveyed without the consent of at least 2/3 of the lot owners (excluding the Developer).

Section 12. HUD/VA. Any reference herein to Federal Housing Administration or the Veterans Administration

shall mean and be the same as HUD/VA/(Housing and Urban Development/Veterans Administration).

Executed this 2 day of MAY, 1991.

Tim L. Cameron, Trustee
Tim L. Cameron, Trustee
of the Cameron Children
Trust

CAMERON FARMS JOINT VENTURE,
a Tennessee joint venture

BY: Tim L. Cameron, Trustee
Tim L. Cameron, Trustee
of the Cameron Children
Trust

Tim L. Cameron
Tim L. Cameron

Don R. Cameron III
Don R. Cameron III

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, Robert G. Langley, a Notary Public, TIM L. CAMERON, TRUSTEE, of the Cameron Children Trust, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained as such Trustee.

Witness my hand and official seal at office at Franklin, Tennessee, this the 2 day of May, 1991.



Robert G. Langley
NOTARY PUBLIC

My commission expires: 7-26-94

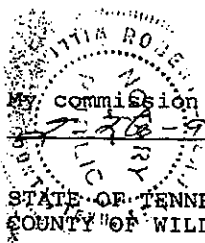
SADIE WADE
REGISTER OF DEEDS
WILLIAMSON COUNTY, TN.

1991 MAY 10 AM 10:48

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, Robert G. Langley, a Notary Public, TIM L. CAMERON, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office at Franklin, Tennessee, this the 2 day of May, 1991.



Robert G. Langley
NOTARY PUBLIC

My commission expires: BOOK# 901 PG 276

7-26-94 NOTE BK 47 PG 227

TAX _____ TOTAL _____

FEE _____ RECEIPT# _____

REC 12.00 5454

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, Robert G. Langley, a Notary Public, DON R. CAMERON, III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office at Franklin, Tennessee, this the 2 day of May, 1991.



Robert G. Langley
NOTARY PUBLIC

My commission expires: 7-26-94

BOOK ~~0901~~ PAGE 276

five THIS INSTRUMENT PREPARED BY
BERRY & OGLESBY, ATTORNEYS AT LAW, 125 THIRD AVE., NORTH, FRANKLIN, TN

BOOK 0903 PAGE 302

AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
CAMERON FARMS

The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for CAMERON FARMS of record in Book 881, page 162, Register's Office of Williamson County, Tennessee, is hereby amended by changing ARTICLE IV, Section 3 (a) to read as follows:

ARTICLE IV -- ASSESSMENTS

Section 3. Maximum Annual Assessment.

(a) The initial maximum annual assessment shall be set at a rate not to exceed \$20.00 per month per lot. The maximum annual assessment may not be increased each year by more than 5% of the maximum assessment for the previous year without an affirmative vote of two-thirds of each class of members pursuant to the Bylaws.

(b) The board of directors of Cameron Farm Homeowner's Association may fix the annual assessment at an amount not in excess of the maximum. The board of directors shall determine when the assessments shall be paid.

Further, said Declaration is hereby amended by adding the following:

ARTICLE VII -- GENERAL PROVISIONS

Section 10. Prior Approval. Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions, requires HUD/VA prior approval as long as there is a Class B membership.

Section 11. Conveyance of Common Area. Any Common Area cannot be mortgaged or conveyed without the consent of at least 2/3 of the lot owners (excluding the Developer).

Section 12. HUD/VA. Any reference herein to Federal Housing Administration or the Veterans Administration

shall mean and be the same as HUD/VA/(Housing and Urban Development/Veterans Administration).

Executed this 2 day of May, 1991.

Tim L. Cameron, Trustee
Tim L. Cameron, Trustee
of the Cameron Children
Trust

CAMERON FARMS JOINT VENTURE,
a Tennessee joint venture

BY: Tim L. Cameron, Trustee
Tim L. Cameron, Trustee
of the Cameron Children
Trust

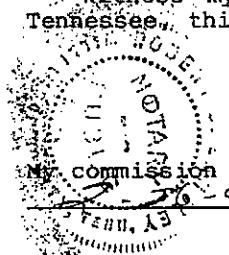
Tim L. Cameron
Tim L. Cameron

Don R. Cameron III
Don R. Cameron III

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, Robert G. Langley, a Notary Public, **TIM L. CAMERON, TRUSTEE**, of the Cameron Children Trust, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained as such Trustee.

Witness my hand and official seal at office at Franklin, Tennessee, this the 2 day of May, 1991.



Robert G. Langley
NOTARY PUBLIC

My commission expires: 7-26-94

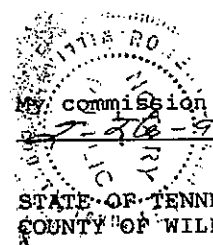
SADIE WADE
REGISTER OF DEEDS
WILLIAMSON COUNTY, TN.

1991 MAY 10 AM 10:48

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, Robert G. Langley, a Notary Public, **TIM L. CAMERON**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office at Franklin, Tennessee, this the 2 day of May, 1991.



Robert G. Langley
NOTARY PUBLIC

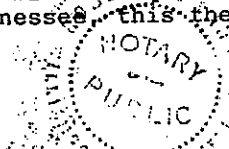
My commission expires: 7-26-94

BOOK# 901 PG 276
NOTE BK 42 PG 227
TAX _____ TOTAL _____
FEE _____ RECEIPT# _____
REC 13.00 5854

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, Robert G. Langley, a Notary Public, **DON R. CAMERON, III**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office at Franklin, Tennessee, this the 2 day of May, 1991.



Robert G. Langley
NOTARY PUBLIC

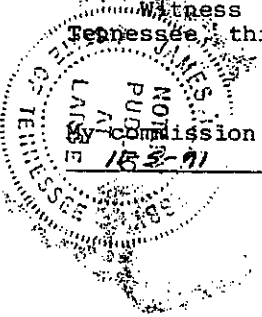
My commission expires: 7-26-94

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, JAMES T. OGDEN, a Notary Public, TIM L. CAMERON, Trustee of the Cameron Children Trust, TIM L. CAMERON AND DON R. CAMERON, III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged themselves to be the Joint Venturers of Cameron Farms Joint Venture, a Tennessee Joint Venture, one of the the within named bargainors, and who being authorized so to do executed the with instrument for the purposes contained.

Witness my hand and seal, at office in Franklin, Tennessee, this 23 day of May, 1990.

James T. Ogdan
Notary Public



My Commission expires: 12-3-91

BOOK # 903 PG 302
NOTE BK 47 PG 388
TAX _____ TOTAL 6.00
FEE _____ RECEIPT# _____
REC _____ 6722

SADIE WADE
REGISTER OF DEEDS
WILLIAMSON COUNTY, TN.
1991 MAY 23 AM 9:10