

BLUEGRASS DOWNS

Declaration of Covenants, Conditions and Restrictions

THIS DECLARATION made on the date hereinafter set forth by Bluegrass Downs Associates, L.P. (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Hendersonville, County of Sumner, State of Tennessee, which is more particularly described as: See Exhibit A

NOW THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Bluegrass Downs Homeowners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Areas" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows: See Exhibit B

Pamela L. Whitaker, Register
 Sumner County Tennessee
 Rec #: 381830
 Rec'd: 36.00
 State: 0.00
 Clerk: 0.00
 EDP: 2.00
 Total: 38.00

Instrument 499846
 HBK: 74 Pg 14
 Recorded 9/24/1999 at 3:45 PM
 in Record Book 1029 Pg 44

All property and improvements at the main entrance and the Affirmed Drive/entrance referred to as entrance landscaping; land and greenbelt areas referred to as "Greenbelt".
 Declarant shall have the right from time to time to include additional property within the "Common Area" provided such property is not within a lot and further provided that inclusion of additional property is consistent with the development of the property. At such time Declarant subdivides additional portions of the Property, Declarant may convey to the Association additional Common Area and further may refine and/or redefine the existing Common Area provided that the total area is not materially reduced. Acceptance of a deed to a Lot or Lots shall be deemed consent by a Lot Owner to this provision.

Ownership of a Lot hereunder shall include a undivided prorata interest in the common area owned by the Association.

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

Section 6. "Declarant" shall mean and refer to Bluegrass Downs Associates, L.P., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 8. "Dwelling" shall mean and refer to a single family residence construction on any portion of a lot or lots.

Section 9. "Unit" shall mean and refer to a single family residence.

ARTICLE II PROPERTY RIGHTS

Section 1.

Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situation upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational area by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

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

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No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 51% of each class of members has been recorded.

Section 2.

Delegation of Use. Any owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1.

Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2.

The Association shall have two classes of voting membership:

Class A

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

Class B

Class B member(s) shall be the Declarant 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, 1997.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1.

Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned with the Properties, 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 to the Association: (1) annual assessments or charges, and (2) special assessments or capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person 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 his successors in title unless expressly assumed by them.

Section 2.

Purpose of Assessments. The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3.

Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Two Hundred Fifty Dollars (\$250.00) per Lot.

(a) from and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) from and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) the Board of Directors may fix the annual assessment at any amount not in excess of the maximum.

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Section 4.

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

Section 5.

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

Section 6.

Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7.

Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area or the closing of the first lot whichever is later. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8.

Effect of Non-payment of Assessments: Remedies of the Association. Any assessments which are not paid within thirty (30) days after the due date shall bear interest from the due date, the assessment shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. 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.

Section 9.

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

Section 10.

Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority, and (b) the Common Areas. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V ARCHITECTURAL CONTROL

The Architectural Control of the Property and all building improvements thereon shall be by the Architectural Control Committee, which said committee's powers and duties shall remain the responsibility of Declarant until the conveyance of ninety (90%) percent of all Lots by Declarant or its successors(s).

Upon the sale of the last lot, comprising ninety (90) percent of the total, the duties of the Architectural Control Committee shall become the responsibility of the Association. No building shall be erected, placed upon any lot, altered or lot improvements made until the design and plot plan showing the location of the structure, external materials, color schemes, specifications and elevations have been approved in writing by the Architectural Control Committee as to the conformity and harmony with the existing natural features and the developers Central Development Plan of Bluegrass Downs. No preliminary clearing, grading or site work may commence or building permit applied for until the Architectural Control Committee has approved in writing the final site plan which must show the following: (1) any proposed grade, modifications shown with proposed topographical contour lines on no less than two foot intervals; (2) all existing trees four inches or greater at a point five feet above the ground shown by a circle whose radius in scale equals the diameter of the tree in feet; all easements, boundary lines, setbacks, existing adjacent structures on adjoining lots; (4) lot numbers, street names and addresses; (5) details of all site improvements (to include outdoor lighting fixtures, mailboxes, walkways, driveways, fencing, landscaping, screening, tennis courts, pool and pool decks and screening, and service building); (6) storm drainage (where applicable); (7) proposed ground floor finish elevation; (8) compressor and utility meter locations; and (9) existing trees to be removed must be so marked for approval of the Architectural Control Committee. In the event that the Architectural Control Committee fails to approve or disapprove such plans as to design and location within a period of thirty (30) days after submission of final plans and specifications that have been deemed complete in accordance with Protective Covenants and the Architectural Control Guidelines, and such approval shall be deemed to have been granted. An Owner shall be responsible for all costs and expenses including legal expenses incurred by the Association in enforcing the provisions hereof.

ARTICLE VI EXTERIOR MAINTENANCE

The Association shall provide all maintenance, upkeep and landscaping control for the Common Area.

Each Owner shall be responsible for the interior and exterior maintenance, painting, repair and upkeep on his dwelling, and the land within his Lot.

In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated hereon in a manner compatible with other Lots and improvements in Bluegrass Downs the Association, after approval by two-third (2/3) vote of the Board of Directors, shall have the right to notify said Lot Owner of the deficiency existing and upon failure to correct said deficiency within a reasonable period of time, to take such legal action as the Board may deem appropriate, and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VII EASEMENTS

Section 1.

Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such licenses, easements and/or rights-of-way for sewer lines, water lines, electrical cables, internal and external wiring and antennas, gas lines, storm drains, underground conduits and/or such other purposes related to the provisions of public utilities and other common services to the residential community as may be considered necessary, appropriate or desirable by the Board of Directors for the orderly maintenance, preservation and enjoyment of the Common Areas for the preservation of the health, safety, convenience and/or welfare of the Owners of the Lots and the Declarant.

Section 2.

General Easements. The Declarant, so long as it shall retain record title to any Lot, or the Common Areas and the Association, reserve the right and easement to the use of the Common Areas and any Lot of any portion thereof, as may be needed for repair, maintenance, or construction on such Lot or any other Lot or the Common Areas.

Section 3.

Encroachments. Each Lot and the dwellings located thereon and the Property included in the Common Areas shall be subject to an easement for encroachments created by construction, reconstruction, repair, shifting movement, settling, and overhangs, as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist.

Section 4.

Ingress and Egress. There is hereby created a blanket easement upon, across, over and under all of said Property for ingress, egress, installation, replacing, repairing and maintaining all phones, electricity, gas, and other utility lines. By virtue of this easement, it shall be expressly permissible for the providing of the gas, electrical and/or telephone company to erect and maintain the necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, across, and under the roofs and exterior walls of said dwellings. An easement is further granted to all police, fire protection, ambulance and all similar persons to enter upon the streets and Common Areas in the performance of their duties. An easement is also granted to the Association, its officers, agents, employees and to any management company selected by the Association to enter in or to cross over the Common Areas, and any Lot to perform the duties of maintenance and repair of the Lot and dwelling or Common Area, provided for herein.

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Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant shall have the right to grant such easement on said Property without conflicting with the terms thereof. The easements provided for in this Article shall in no way affect any other recorded easement on said premises.

ARTICLE VIII

NON-DISTURBANCE AND MAINTENANCE OF TREES AND LANDSCAPING

After recordation of the Plat of the Property no trees shall be removed from a Lot, except to the extent necessary for the clearing of foundation sites and driveways and except as required by utility companies incident to the furnishing and maintenance of utility services unless the Association shall first give its approval.

The Common Areas shall be landscaped by beams, fences, plantings and the like and no owner of any Lot in the Property shall at any time disturb same without first obtaining the approval of the Association subject to the provisions of the following paragraph. The Association shall be responsible for maintaining all landscaping and fencing installed by the Association or the Declarant within the Common Areas in a neat, attractive and safe condition and appearance.

With respect to each Lot upon which there is an easement for installation and maintenance of landscaping, the Association shall be responsible for maintaining the landscaping which may be installed by the Declarant or Association in a neat and attractive condition. Each lot owner shall be solely responsible for maintaining all landscaping not situated within said easement.

ARTICLE IX

USE RESTRICTIONS

- Section 1. Swimming is not allowed in any body of water which may be in the common area.
- Section 2. The Greenbelt area around any body of water shall remain in its natural state. No clearing, digging, planting, or alteration of any kind shall be done without written consent from the Association.
- Section 3. All lots in the subdivision shall be used only for those purposes permitted in the zoning ordinance-regulations of City of Hendersonville under the residential regulations, subject to the following restrictions.
- Section 4. No lot in the subdivision shall be used except for residential purposes, except Declarant who may have a sales office on the property until all lots have been sold. All of such lots shall be known and described as single family units and are not to be re-subdivided into smaller lots. No single family residence can exceed two stories.
- Section 5. Fences shall not be erected on any lot between the street and the front corners of any building. All fences erected by lot owners in a rear yard shall be constructed of wood or masonry brick or a combination thereof. All fence designs, locations and colors shall be approved by the Association, or Architectural Control Committee duly appointed by the Association. All fencing constructed by the Declarant shall be maintained in good repair and condition by the Association. Any repairs or replacements of such fencing shall be constructed of materials and colors to match as closely as possible the original fencing installed by the Declarant.
- Section 6. No radio or television transmission or receiving towers or antennas over five (5) feet in height above the ridge of the roof or in front yard area shall be permitted nor shall satellite dishes be installed upon the roof or in any front or side yards. The repairing of vehicles, other than on an emergency basis, and the storing of inoperative vehicles is prohibited.
- Section 7. No obnoxious or offensive activity shall be conducted upon any lot nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood or in any way be in violation of any governmental rules or regulations.
- Section 8. No house trailer, mobile home, tent, shack, barn, portable shed or other outbuilding erected in this

tract shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as such.

- Section 9. Building set backs from all streets shall be as required by the building department having jurisdiction thereof, but in every case shall not be less than thirty (30) feet from the front property line and twenty (20) feet from the rear property line. Side lot line set backs shall be ten (10) feet from the property line. Variances will be allowed for roof or eave overhangs, wingwalls attached to buildings, poured porches and patios. For specific set backs on each lot refer to Recorded Plat.
- Section 10. No rubbish, trash, or garbage, or other waste material shall be kept or permitted on any lot except in sanitary containers located in appropriate areas concealed from public view.
- Section 11. In the event that, by reason of the design, construction, settlement, reconstruction, or shifting of the improvements to be constructed on the lots, any part of a building encroaches onto the adjoining lots, there shall exist in favor of the Owner (s) of the encroaching building, a perpetual easement of use over the areas of encroachment. There shall also exist in favor of the Owner(s) of any building which has a wall built upon a property line, an easement of access over the adjoining property, at a reasonable time and under reasonable circumstances, for the purpose of maintenance and upkeep of the wall and of the property constructed upon the property line.
- Section 12. No open carports, sheds or other structures shall be allowed in the front yards of any lots, or in the rear or side yards of any lots without the prior written approval of the Declarant or its assigns. There shall be no change of any kind in parking pads or driveways or additions thereto without the prior written approval of the Declarant or his assigns. All garages in buildings in said Subdivision must have side or rear entrances. No front entrance garages will be allowed or permitted in the subdivision.
- Section 13. There is imposed upon the Owner(s) of each lot the duty of reasonable maintenance and upkeep of his property, including, but not limited to, the roofing, exterior surface and landscaping. There shall be no change in exterior colors or materials of any building for a period of ten (10) years from the date of first occupancy thereof which ten (10) year period may be extended for successive period of five (5) years each by the affirmative vote of two-thirds (2/3) of the members of the Association. In the event the members of the Association fail to extend the term of the restriction regarding exterior colors and materials, no Owner shall change the exterior color of materials of any building without first obtaining the approval of the Association. There shall be no additions or structural alterations of any building without the prior written approval of the Declarant or its assigns.
- Section 14. No structure shall be permitted or altered on any lot within the subdivision other than one single family dwelling and related service buildings. Each one story dwelling shall have a minimum floor area of 2500 square feet (a 10% variance permissible) exclusive of porches, garages and basements. Two story dwellings shall have a minimum total floor area of 3000 square feet (a 10% variance permissible) exclusive of porches, garage, and basements.
- Section 15. All exterior wall construction shall consist of a minimum of 70% brick, drivit or stone to grade, with no foundation blocks showing from grade on any side of the residence. This is not to exclude the use of other comparable modern architectural materials in combination with the above stated materials. In no case can asbestos or asphalt siding be used on any part of any building. Outside clothes lines shall not be allowed.
- Section 16. Each lot shall be fully planted with grass plus landscaping equal to \$1.00 per square foot of house to be built. This landscaping will be located in the front and side yards. A landscape plan must be presented to Declarant for approval before construction of any dwelling is started.
- Section 17. Gardening (vegetable) shall be allowed only on rear yard of each lot. No livestock or poultry of any kind shall be allowed on any lot. Household pets, i.e., dogs, cats, etc. may be kept (maximum 2) provided they are not bred or kept for any commercial purposes. All household pet must be kept on a leash when not on the owners land. Any dog kennel or other house used for animals shall be at least 15 feet from any boundary and shall be screened from view by hedges or other shrubbery. Any variation of this must have written approval by the Declarant.
- Section 18. No boats, recreational vehicles, trailers or disabled vehicles shall be parked on a portion of the lots which allows them to be visible from the public right-of-way. No passenger vehicles shall be parked in the yard. No repair of any vehicle or machinery shall take place at the Property when performed for a commercial purpose. No disabled vehicle or automobile shall be stored on any Lot.
- Section 19. All driveways must be surfaced with concrete as prescribed by Declarant and recorded plat from the paved surface of the street to the end of the driveway. All driveways and the drainage therefor shall be constructed and/or installed in accordance with the requirements of the Street Department of the appropriate governmental authority having jurisdiction over said streets and driveway connections. All driveways must be complete from the date of occupancy of the residence.
- Section 20. All residences erected on any lot in said subdivision must be completely constructed including all exterior landscaping before being occupied as living quarters. Construction on dwelling must be completed on or before 12 months from beginning. All construction shall be conducted by an

Section
4:
3500 + 3
one level
4000 + 3
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2 story

approved contractor. Such approval shall be obtained in writing from Declarant or its designated representative.

- Section 21. No bus, heavy equipment, farm tractor, tractor-trailer rig (separate or in combination), houseboat, wrecked vehicle of any kind, vehicle in disrepair of any kind, or building materials not for immediate use on the lot shall be placed, stored, or parked upon any lot. No recreational vehicles shall be placed or parked upon any street.
- Section 22. No two or more lots may be combined and subdivided, so as to obtain a larger number of lots when subdivided, other than shown on Plat as recorded in Sumner County Register's Office.
- Section 23. No signs of any advertising nature shall be permitted on any lot or building excepting "For Sale" signs, as may be expressly permitted in Zoning Regulations of the applicable governing authority.
- Section 24. No houses may be moved onto a lot from outside the subdivision.
- Section 25. No debris, old lumber or unsightly objects may be moved onto any lots in said subdivision prior to starting construction of improvements thereon.
- Section 26. The owner of each lot in said subdivision, whether improved or not, shall keep the same mowed and free of rubbish and debris.
- Section 27. The Declarant reserves the right to assign any or all of its rights, privileges, or undertakings imposed by these restrictions to a representative, agent or committee appointed by the Declarant. Neither the Declarant, its representative, agent or committee, nor any architect or engineer involved thereof, shall be responsible in any way for any defects in plans or specifications submitted, revised or approved in accordance with the foregoing provision, or for any structural or other defects in any work done according to plans and specifications.
- Section 28. No commercial type vehicles shall be stored or parked on any Lot or parked on any public right-of-way except while engaged in delivery or transport from a residence.
- Section 29. Each Lot Owner shall place at the point the driveway intersects with the road a double mantle gas light as prescribed by the Declarant.
- Section 30. All mailboxes shall be of a uniform design and color as specified by the Association.
- Section 31. Notwithstanding anything to the contrary contained herein, the Declarant or by any lot Owner(s) or group and its successors and assigns, and its or their designees, the right to use one or more lots or other portions of the property owned by the Declarant for a temporary office and sales location and for storage and use of construction equipment and materials relative to the development of the property.
- Section 32. The provisions hereof may be enforced by the Declarant or by any lot Owner(s) or group of lot Owner(s). If suit or other legal action is brought for the purpose of enforcing the provisions hereof, it is expressly provided that the Judge before whom such action lies shall have the right, in his discretion, to assess reasonable attorney's fees and cost of the action in favor of the successful party and against the unsuccessful party to the proceeding.
- Section 33. The Declarant is given the power and authority to promulgate additional rules and regulations for the purpose of enhancing and protecting the value, desirability and attractiveness of the property. Any additional rules and regulations may be recorded by the Declarant or may be distributed in writing to all Owner(s) of record within the property. The Association is also given the right to serve as arbitrator, or to appoint a third party as arbitrator, for the purpose of settling disputes between lot owners concerning the contents hereof or other matters in which relate to the property rights of owners in the property.
- Section 34. At Buyers expense the installation of a sidewalk is required prior to the completion of Home construction. The sidewalk is to extend along front right-of-way from lot line to lot line and extend 5' in depth on (landscape) easement (not right-of-way).

ARTICLE X INSURANCE

There is imposed on the Owner of each Lot the obligation to carry, in full force and effect on said dwelling, casualty insurance in limits for the replacement value thereof, as directed by the Association Board of Directors.

Insurance of the Common Areas shall be carried and paid for by the Association.

The right is given to the Association to require the Owner of a damaged or destroyed dwelling to make repairs or replacement in order to restore the dwelling to its condition prior to the damage or destruction, including the right to require that insurance proceeds paid to the Owner because of said damage or destruction be applied to the repair or

ARTICLE XI -
GENERAL PROVISION

- Section 1. **Enforcement.** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provision of this Declaration.
- Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- Section 2. **Severability.** Invalidation of any of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.
- Section 3. **Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.
- Section 4. **Annexation.** Additional residential property and Common Area may be annexed to the properties with the consent of two-thirds (2/3) of each class of members.

Bluegrass Downs Associates, LP

By: L.H. Hardaway, Jr.
L.H. Hardaway, Jr.
General Partner

STATE OF TENNESSEE

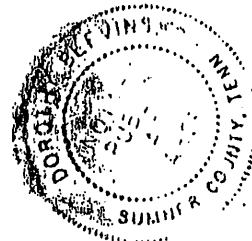
COUNTY OF DAVIDSON

On this 17th day of September, 1999, before me, the undersigned a Notary Public in and for said State and County, duly commissioned and qualified personally appeared L.H. Hardaway, Jr., with whom I am personally acquainted and know to be General Partner of Bluegrass Downs Associates, LP and within named bargainor, and as such of said firm, being duly authorized so to do, executed the foregoing instrument in the name of said corporation for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal in the City of Nashville, Davidson County, Tennessee, the day and year above written.

Ronathy Blewins
Notary Public

My Commission Expires: May 13, 2000



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AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR BLUEGRASS DOWNS

THIS INSTRUMENT AMENDS THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FILED AT RECORD BOOK 461, PAGE 498; RECORD BOOK 493, PAGE 428; RECORD BOOK 707, PAGE 391; RECORD BOOK 1029, PAGE 44, OF THE REGISTER'S OFFICE FOR SUMNER COUNTY, TENNESSEE

AMENDMENT - An Owner may lease his property for a period of time not to exceed 12 months. After 12 months an owner must have approval of the board of directors to lease the property for any additional period of time. Beginning March 1, 2007, individuals and/or other entities may not lease or rent property after its purchase or acquisition without having lived in said property for a minimum of 12 months, unless approved by the board of directors.

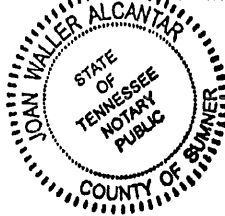
We hereby certify that the above amendment was duly and properly passed according to the Declaration of Covenants, Conditions and Restrictions for Bluegrass Downs by affirmative vote and written consent of 50% of the Members of the Association voting for and agreeing in writing to the amendment.


President

FROM BLUEGRASS DOWNS HOMEOWNERS ASSOC.

STATE OF TENNESSEE
COUNTY OF SUMNER

Sworn to and subscribed before me this 16 day of March 2007



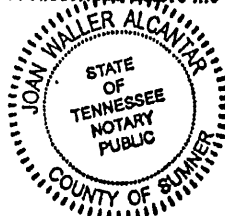

NOTARY PUBLIC

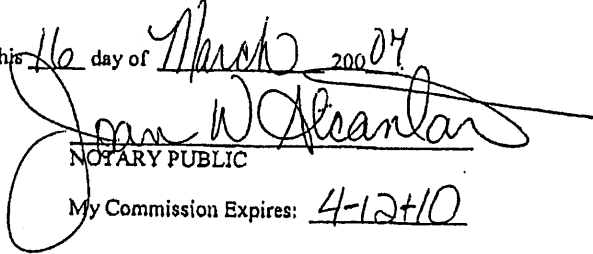
My Commission Expires: 4-12-10


Secretary

STATE OF TENNESSEE
COUNTY OF SUMNER

Sworn to and subscribed before me this 16 day of March 2007




NOTARY PUBLIC

My Commission Expires: 4-12-10

Pamela L. Whitaker, Register
Sumner County Tennessee

Rec #:	666506	Instrument #:	833136
Rec'd:	10.00		
State:	0.00	Recorded	
Clerk:	0.00	3/16/2007 at 8:32 AM	
EDP:	2.00	in	
Total:	12.00	Record Book 2714 Pgs 471-471	

Prepared By:
Patrick Parker

Nashville, TN 37206-0429

Ret. - Bluegrass Downs Homeowners Assoc. P.O. Box 593 - H. ville, TN 37077