

**RESTRICTIVE COVENANTS
FOR
SUNSET HARBOUR
SECTION ONE**

WHEREAS, George Thomas and Emory Mays, are the owners of a certain tract or parcel of land in the Civil District of Wilson County, Tennessee, being part of the same property conveyed to them by virtue of the deed of record in Book 1071, page 725; Book 1082, page 1750; and Book 1078, page 2409 at Register's Office for Wilson County, Tennessee, and which tract or parcel of land has been subdivided into individual lots by virtue of a subdivision plan known as Sunset Harbour, Section One, the plat of which is of record in Plat Book 25, page 598, said Register's Office, and

WHEREAS, it is the desire of the said George Thomas and Emory Mays, hereafter collectively called "Developer", to fix, declare, and establish the following Restrictive Covenants for the said Sunset Harbour, Section One, which shall be covenants running with the land and shall be binding upon Developer and his successors and assigns including, but not way of limitation, persons in possession of any part, or parts, of said lots aforesaid, as tenants or otherwise.

WHEREFORE, the following restrictive covenants shall apply to all of the Lots in the subdivision:

1. All of the said lots shall be known and described as residential lots, and are to be used for residential purposes exclusively. No residential structure on any lot shall be designed or built as a duplex or apartment house. It is intended that all structures shall be primarily used as one-family residences.
2. No lot shall be subdivided into smaller lots, and not more than one residence may be maintained on any one lot at the time. No parking lots or public use of any property is permitted, and all easements shown on the recorded Plan must be restricted.
3. None of these restrictions shall prevent an owner from the erection of a residence on one and a fraction lots, nor shall it prevent present or future owners from re-dividing lots for the purpose of obtaining lots of larger area, provided proper governmental approval is obtained. However, no lots can be used for the purpose of extending roads and/or rights-of-way.

4. No noxious or offensive trade or illegal use of any kind shall be carried on upon any lot, nor shall anything be done thereon which is or may become a nuisance or annoyance to the neighborhood.
5. All house, garage, and other construction plans must be approved in writing by the Architectural Control Committee, prior to commencement of any construction. However, under no circumstance shall such approval be deemed to be a warranty or guarantee of such plans to the lot owner(s) or to any other person. The said Architectural Control Committee shall be composed of two persons, being George Thomas (or his written designee) and Emory Mays (or his written designee).
6. No structure of any kind, except a dwelling house, may be occupied as a residence. The outside of any building so occupied must be completed before occupancy. If an additional detached garage or other outbuilding is built, the same shall be constructed to the rear of the residence, not nearer than 15 feet from the side lot line. No lean-to or sheds are permitted.
7. No trailer, mobile home, modular home, "double-wide" or prefabricated home shall be erected or placed on any lot, except this shall not prohibit the incidental storing of a travel trailer. However, the said travel trailer may not be used for habitation.
8. Any single-story ranch residence constructed on any Lot shall be constructed having not less than 2,200 square feet of interior heated floor space and shall have an attached two car garage (all porches, breezeways, garages and carports, and similar spaces shall be in addition to and not included in the computation of, the said 2,200 square feet, provided, however, an unfinished bonus room may be included in such calculation). Any residence constructed on any Lot that is Tri-level, split foyer or two stories shall have not less than 1,000 square feet on the main floor, and shall contain not less than 2,400 square feet of interior heated living area. Tri-level, split foyer and two story residences shall have an attached 2-car garage, the floor space of which shall not be included in the minimum footage computations above. Basement houses with a garage in the basement must have at least 2,200 square feet of living space on the main floor (including any unfinished bonus room). No square footage computation hereunder shall be deemed to include porches, breezeways, garages and carports, and similar spaces. There will be no homes with more than two (2) stories.
9. The total exterior walls of all structures shall consist of at least 70% brick, stucco, stone or stone masonry construction; and each side of any residence shall contain a

proportionally equal amount of brick, stucco, stone or stone masonry. The foundation of each residence must be brick, stone or stone masonry to grade; and no residence shall have any exposed cinder block. Exterior colors, roofing materials and building plans must be approved in advance by the Architectural Committee of Sunset Harbour, composed of Emory Mays and George Thomas. All driveways shall be constructed of concrete or aggregate.

10. No sewage shall be allowed to flow into existing creeks and branches, or onto the surface of the ground, but shall be disposed of through septic tanks or sanitary sewers built in accordance with the County Health Department and or the Wilson County Water and Waste Water Authority. The Lots shall be further subject to the rules and regulation of the Wilson County Water and Waste Authority and those certain Restrictive Covenants Pertaining to Wastewater Collection and Treatment, of record at Book 1144, page 1665 in the Register's Office for Wilson County, Tennessee.
11. No signs or advertisements shall be permitted to be displayed on any lot or building. However, the owners or owner's real estate agents may erect or display signs for the purpose of advertising the property for sale.
12. No abandoned, junked or unlicensed vehicle shall be permitted to remain or be stored upon any lot.
13. No lot shall be used as a dumping ground for rubbish and trash, and waste materials shall not be allowed to accumulate on any lot. All lots shall be kept in a clean and sanitary condition, and weeds and grass shall be mowed regularly.
14. No fence may be erected except at the rear of a lot or along the backside lot line to a point no closer to the front of the lot than the rear line of the residence constructed thereon. Any fence so constructed, other than a split rail fence, shall be finished to the outside, so that it will present a finished appearance to the outside of each lot. All fences must be maintained and kept clear of grass and growth. Chain link and vinyl link fences are strictly prohibited except around property that is decided to waste water treatment facilities.
15. No poultry, livestock or swine may be kept on any lot.
16. Each and every residence must have a garage that opens to the rear or to the side of the residence. In the event lot conditions dictate, the Architectural Control Committee may in its sole discretion approve a front garage entrance.

17. Each residence on a lot shall be served by underground utilities, extending from the utility connections at or near the street right-of-way, to the home foundation
18. Individual Lot owners shall be liable to Developers for monetary damages for any damage done to roadways or curbs by individual(s), companies, corporations or other entities engaged in the construction of the residence or other improvement(s) upon the owner's lot.
19. The foregoing restrictions are declared to be covenants running with the land and shall be binding and obligatory upon all persons who own or may hereafter own, possess or occupy said property for a period of thirty years from and after the date of signing of these restrictions.
20. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.
21. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein, such violations shall constitute a right of action in favor of any other person or persons owning lots in the development for any legal remedy available to them, including but not necessarily limited to injunctive relief. In addition to any other remedy, the successful litigant shall also be entitled to recover his reasonable attorney fees and litigation expenses.
22. In the event any Lot owner shall violate any term of these Restrictive Covenants, the Developers or any Lot owner shall have the right to enforce these Restrictive Covenants by sending written notice of the violation to the record owner of the Lot in violation. In the event said violation shall not be remedied within thirty (30) days of such notice, the Developers or any Lot owner shall have the right to bring an action to enforce or construe these Restrictive Covenants. The prevailing party in any action to enforce or construe these Restrictive Covenants shall, in addition to any other remedy available at law or in equity shall have the right to recover his attorney's fees, court costs and litigation expenses.
23. From and after the time that Developers no longer own any lot(s) subject to these restrictions, then thereafter these Restrictive Covenants may be changed or amended by written articles of amendment, signed by the owners of not less than 51% of the lots in the development. Prior to such time, Developers reserve the right to supplement or amend these restrictions, in the sole discretion of the Developers.
24. These restrictions do not apply to Lot #1.

Witness our hands this 31st day of October 2005.

Emory Mays

Emory Mays

George L. Thomas III

George L. Thomas III

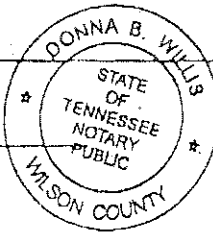
State of Tennessee, County of Wilson

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named Emory Mays and George L. Thomas III, within I am personally acquainted, with full power and authority to do so, for the purposes therein contained, this the 31st day of October, at Mt. Juliet, Tennessee.

Donna B. Willis

My commission expires

7/6/08



BK/PG:1145/1344-1348

05279636

KEYS FOR AL - EMBROIDERED COUCHBACK	
MAY 5 2005 11:21:16 AM	
11/20/2005 03:13 PM	
VALID	0.00
PROPERTY TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	21.00
NOTARY FEE	3.00
RECORDING FEE	0.00
TOTAL AMOUNT	24.00
STATE OF TENNESSEE, WILSON COUNTY	

JOHN B SPICKARD
REGISTER OF DEEDS

CHANGE ORDER/UPGRADE
NOTIFICATION

Buyer understands that all change orders/request for upgrades will be assessed an administrative fee of \$100.00 per item, in addition to the cost of the change or upgrade itself.

Buyer agrees that once color selections have been made, they will be assessed an administrative fee of \$100.00 for any color change that is made after that date.

Any and all changes or upgrades must be made by change order form. Verbal requests do not constitute a change unless they are put in writing and the appropriate fees are collected.

Change orders must be signed by both buyer and builder. A check for the amount of the administrative fee and the change/upgrade itself must accompany the change order before the change will be ordered.

BUYER

DATE

BUYER

DATE

**RESTRICTIVE COVENANTS
FOR
SUNSET HARBOUR
SECTION THREE**

WHEREAS, George Thomas and Emory Mays, are the owners of a certain tract or parcel of land in the Civil District of Wilson County, Tennessee, being part of the same property conveyed to them by virtue of the deed of record in Book 1071, page 725; Book ____, page ____; and Book ____, page ____ at Register's Office for Wilson County, Tennessee, and which tract or parcel of land has been subdivided into individual lots by virtue of a subdivision plan known as Sunset Harbour, Section Three, the plat of which is of record in Plat Book 26, page 263 said Register's Office, and

WHEREAS, it is the desire of the said George Thomas and Emory Mays, hereafter collectively called "Developer", to fix, declare, and establish the following Restrictive Covenants for the said Sunset Harbour, Section Three, which shall be covenants running with the land and shall be binding upon Developer and his successors and assigns including, but not way of limitation, persons in possession of any part, or parts, of said lots aforesaid, as tenants or otherwise.

WHEREFORE, the following restrictive covenants shall apply to all of the Lots in the subdivision:

1. All of the said lots shall be known and described as residential lots, and are to be used for residential purposes exclusively. No residential structure on any lot shall be designed or built as a duplex or apartment house. It is intended that all structures shall be primarily used as one-family residences.
2. No lot shall be subdivided into smaller lots, and not more than one residence may be maintained on any one lot at the time. No parking lots or public use of any property is permitted, and all easements shown on the recorded Plan must be restricted.
3. None of these restrictions shall prevent an owner from the erection of a residence on one and a fraction lots, nor shall it prevent present or future owners from re-dividing lots for the purpose of obtaining lots of larger area, provided proper governmental approval is obtained. However, no lots can be used for the purpose of extending roads and/or rights-of-way.

4. No noxious or offensive trade or illegal use of any kind shall be carried on upon any lot, nor shall anything be done thereon which is or may become a nuisance or annoyance to the neighborhood.
5. All house, garage, and other construction plans must be approved in writing by the Architectural Control Committee, prior to commencement of any construction. However, under no circumstance shall such approval be deemed to be a warranty or guarantee of such plans to the lot owner(s) or to any other person. The said Architectural Control Committee shall be composed of two persons, being George Thomas (or his written designee) and Emory Mays (or his written designee).
6. No structure of any kind, except a dwelling house, may be occupied as a residence. The outside of any building so occupied must be completed before occupancy. If an additional detached garage or other outbuilding is built, the same shall be constructed to the rear of the residence, not nearer than 15 feet from the side lot line. No lean-to or sheds are permitted.
7. No trailer, mobile home, modular home, "double-wide" or prefabricated home shall be erected or placed on any lot, except this shall not prohibit the incidental storing of a travel trailer. However, the said travel trailer may not be used for habitation. Additionally, no carports or awnings will be allowed.
8. Any single-story ranch residence constructed on any Lot shall be constructed having not less than 2,500 square feet of interior heated floor space and shall have at least an attached 2-car garage (all porches, breezeways, garages, and similar spaces shall be in addition to and not included in the computation of, the said 2,500 square feet, provided, however, an unfinished bonus room may not be included in such calculation). Any residence constructed on any Lot that is Tri-level, split foyer or two stories shall have not less than 1,400 square feet on the main floor, and shall contain not less than 2,800 square feet of interior heated living area. Tri-level, split foyer and two story residences shall have an attached 2-car garage or more, the floor space of which shall not be included in the minimum footage computations above. Basement houses with a garage in the basement must have at least 2,500 square feet of living space on the main floor. No square footage computation hereunder shall be deemed to include porches, breezeways, garages and carports, and similar spaces. There will be no homes with more than two (2) stories.

9. The total exterior walls of all structures contained on each lot shall consist of at least 70% brick, stucco, stone or stone masonry construction; and each side of any residence shall contain a proportionally equal amount of brick, stucco, stone or stone masonry. The foundation of each residence must be brick, stone or stone masonry to grade; and no residence shall have any exposed cinder block. Exterior colors, roofing materials and building plans must be approved in advance by the Architectural Committee of Sunset Harbour, composed of Emory Mays and George Thomas. All driveways shall be constructed of concrete or aggregate.
10. No sewage shall be allowed to flow into existing creeks and branches, or onto the surface of the ground, but shall be disposed of through septic tanks or sanitary sewers built in accordance with the County Health Department and or the Wilson County Water and Waste Water Authority. The Lots shall be further subject to the rules and regulation of the Wilson County Water and Waste Authority and those certain Restrictive Covenants Pertaining to Wastewater Collection and Treatment, of record at Book 1241 page 236 in the Register's Office for Wilson County, Tennessee. Sewer system will be allowed to use chain link fencing where needed.
11. No signs or advertisements shall be permitted to be displayed on any lot or building. However, the owners or owner's real estate agents may erect or display signs for the purpose of advertising the property for sale.
12. No abandoned, junked or unlicensed vehicle shall be permitted to remain or be stored upon any lot.
13. No lot shall be used as a dumping ground for rubbish and trash, and waste materials shall not be allowed to accumulate on any lot. All lots shall be kept in a clean and sanitary condition, and weeds and grass shall be mowed regularly.
14. No fence may be erected except at the rear of a lot or along the backside lot line to a point no closer to the front of the lot than the rear line of the residence constructed thereon. Any fence so constructed, other than a split rail fence, shall be finished to the outside, so that it will present a finished appearance to the outside of each lot. All fences must be maintained and kept clear of grass and growth. Chain link and vinyl link fences are strictly prohibited except around property that is decded to waste water treatment facilities.
15. No poultry, livestock or swine may be kept on any lot.

16. Each and every residence must have a garage that opens to the rear or to the side of the residence. In the event lot conditions dictate, the Architectural Control Committee may in its sole discretion approve a front garage entrance.
- 16A. Any detached garage opening to the front must be at least 20 feet from the rear of the house back. Garage must be at least 22 feet wide (outside to outside).
17. Each residence on a lot shall be served by underground utilities, extending from the utility connections at or near the street right-of-way, to the home foundation.
18. Any swimming pool must be erected in ground (no above ground).
19. Individual Lot owners shall be liable to Developers for monetary damages for any damage done to roadways or curbs by individual(s), companies, corporations or other entities engaged in the construction of the residence or other improvement(s) upon the owner's lot.
20. The foregoing restrictions are declared to be covenants running with the land and shall be binding and obligatory upon all persons who own or may hereafter own, possess or occupy said property for a period of thirty years from and after the date of signing of these restrictions.
21. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.
22. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein, such violations shall constitute a right of action in favor of any other person or persons owning lots in the development for any legal remedy available to them, including but not necessarily limited to injunctive relief. In addition to any other remedy, the successful litigant shall also be entitled to recover his reasonable attorney fees and litigation expenses.
23. In the event any Lot owner shall violate any term of these Restrictive Covenants, the Developers or any Lot owner shall have the right to enforce these Restrictive Covenants by sending written notice of the violation to the record owner of the Lot in violation. In the event said violation shall not be remedied within thirty (30) days of such notice, the Developers or any Lot owner shall have the right to bring an action to enforce or construe these Restrictive Covenants. The prevailing party in any action to enforce or construe these Restrictive Covenants shall, in addition to any other remedy available at law or in equity shall have the right to recover his attorney's fees, court costs and litigation expenses.

24. From and after the time that Developers no longer own any lot(s) subject to these restrictions, then thereafter these Restrictive Covenants may be changed or amended by written articles of amendment, signed by the owners of not less than 51% of the lots in the development. Prior to such time, Developers reserve the right to supplement or amend these restrictions, in the sole discretion of the Developers.

Witness our hands this 19th day of February 2007.

Emory Mays
Emory Mays

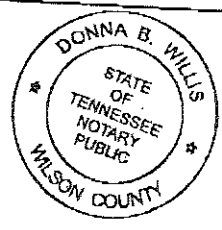
George L. Thomas III
George L. Thomas III

State of Tennessee, County of Wilson

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named Emory Mays and George L. Thomas III, within I am personally acquainted, with full power and authority to do so, for the purposes therein contained, this the 19th day of February 2007, at Mt. Juliet, Tennessee.

Donna B. Willis

My commission expires: 7/6/08



BK/PG:1242/1326-1330
07332940

BOOK : RESTRICTIVE COVENANTS	
MAYOR O'LEARY 111417 - 07332940	
02/16/2007 - 10:41 AM	
FALTS	
MENTIONS TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	25.00
DE FEE	2.00
NOTARY'S FEE	0.00
TOTAL RECORD	27.00

STATE OF TENNESSEE, WILSON COUNTY
JOHN B. SPICKARD
REGISTER OF DEEDS

RESTRICTIVE COVENANTS
FOR
SUNSET HARBOUR
SECTION ONE

WHEREAS, George Thomas and Emory Mays, are the owners of a certain tract or parcel of land in the Civil District of Wilson County, Tennessee, being part of the same property conveyed to them by virtue of the deed of record in Book 1071, page 725; Book 1087, page 1750; and Book 1078, page 2409 at Register's Office for Wilson County, Tennessee, and which tract or parcel of land has been subdivided into individual lots by virtue of a subdivision plan known as Sunset Harbour, Section One, the plat of which is of record in Plat Book 25, page 598, said Register's Office, and

WHEREAS, it is the desire of the said George Thomas and Emory Mays, hereafter collectively called "Developer", to fix, declare, and establish the following Restrictive Covenants for the said Sunset Harbour, Section One, which shall be covenants running with the land and shall be binding upon Developer and his successors and assigns including, but not way of limitation, persons in possession of any part, or parts, of said lots aforesaid, as tenants or otherwise.

WHEREFORE, the following restrictive covenants shall apply to all of the Lots in the subdivision:

1. All of the said lots shall be known and described as residential lots, and are to be used for residential purposes exclusively. No residential structure on any lot shall be designed or built as a duplex or apartment house. It is intended that all structures shall be primarily used as one-family residences.
2. No lot shall be subdivided into smaller lots, and not more than one residence may be maintained on any one lot at the time. No parking lots or public use of any property is permitted, and all easements shown on the recorded Plan must be restricted.
3. None of these restrictions shall prevent an owner from the erection of a residence on one and a fraction lots, nor shall it prevent present or future owners from re-dividing lots for the purpose of obtaining lots of larger area, provided proper governmental approval is obtained. However, no lots can be used for the purpose of extending roads and/or rights of-way.

4. No noxious or offensive trade or illegal use of any kind shall be carried on upon any lot, nor shall anything be done thereon which is or may become a nuisance or annoyance to the neighborhood.
5. All house, garage, and other construction plans must be approved in writing by the Architectural Control Committee, prior to commencement of any construction. However, under no circumstance shall such approval be deemed to be a warranty or guarantee of such plans to the lot owner(s) or to any other person. The said Architectural Control Committee shall be composed of two persons, being George Thomas (or his written designee) and Emory Mays (or his written designee).
6. No structure of any kind, except a dwelling house, may be occupied as a residence. The outside of any building so occupied must be completed before occupancy. If an additional detached garage or other outbuilding is built, the same shall be constructed to the rear of the residence, not nearer than 15 feet from the side lot line. No lean-to or sheds are permitted.
7. No trailer, mobile home, modular home, "double-wide" or prefabricated home shall be erected or placed on any lot, except this shall not prohibit the incidental storing of a travel trailer. However, the said travel trailer may not be used for habitation.
8. Any single-story ranch residence constructed on any Lot shall be constructed having not less than 2,200 square feet of interior heated floor space and shall have an attached two car garage (all porches, breezeways, garages and carports, and similar spaces shall be in addition to and not included in the computation of, the said 2,200 square feet, provided, however, an unfinished bonus room may be included in such calculation). Any residence constructed on any Lot that is Tri-level, split foyer or two stories shall have not less than 1,000 square feet on the main floor, and shall contain not less than 2,400 square feet of interior heated living area. Tri-level, split foyer and two story residences shall have an attached 2-car garage, the floor space of which shall not be included in the minimum footage computations above. Basement houses with a garage in the basement must have at least 2,200 square feet of living space on the main floor (including any unfinished bonus room). No square footage computation hereunder shall be deemed to include porches, breezeways, garages and carports, and similar spaces. There will be no homes with more than two (2) stories.
9. The total exterior walls of all structures shall consist of at least 70% brick, stucco, stone or stone masonry construction; and each side of any residence shall contain a

proportionally equal amount of brick, stucco, stone or stone masonry. The foundation of each residence must be brick, stone or stone masonry to grade; and no residence shall have any exposed cinder block. Exterior colors, roofing materials and building plans must be approved in advance by the Architectural Committee of Sunset Harbour, composed of Emory Mays and George Thomas. All driveways shall be constructed of concrete or aggregate.

10. No sewage shall be allowed to flow into existing creeks and branches, or onto the surface of the ground, but shall be disposed of through septic tanks or sanitary sewers built in accordance with the County Health Department and or the Wilson County Water and Waste Water Authority. The Lots shall be further subject to the rules and regulation of the Wilson County Water and Waste Authority and those certain Restrictive Covenants Pertaining to Wastewater Collection and Treatment, of record at Book 1144, page 1665 in the Register's Office for Wilson County, Tennessee.
11. No signs or advertisements shall be permitted to be displayed on any lot or building. However, the owners or owner's real estate agents may erect or display signs for the purpose of advertising the property for sale.
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13. No lot shall be used as a dumping ground for rubbish and trash, and waste materials shall not be allowed to accumulate on any lot. All lots shall be kept in a clean and sanitary condition, and weeds and grass shall be mowed regularly.
14. No fence may be erected except at the rear of a lot or along the backside lot line to a point no closer to the front of the lot than the rear line of the residence constructed thereon. Any fence so constructed, other than a split rail fence, shall be finished to the outside, so that it will present a finished appearance to the outside of each lot. All fences must be maintained and kept clear of grass and growth. Chain link and vinyl link fences are strictly prohibited except around property that is decded to waste water treatment facilities.
15. No poultry, livestock or swine may be kept on any lot.
16. Each and every residence must have a garage that opens to the rear or to the side of the residence. In the event lot conditions dictate, the Architectural Control Committee may in its sole discretion approve a front garage entrance.

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18. Individual Lot owners shall be liable to Developers for monetary damages for any damage done to roadways or curbs by individual(s), companies, corporations or other entities engaged in the construction of the residence or other improvement(s) upon the owner's lot.
19. The foregoing restrictions are declared to be covenants running with the land and shall be binding and obligatory upon all persons who own or may hereafter own, possess or occupy said property for a period of thirty years from and after the date of signing of these restrictions.
20. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.
21. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein, such violations shall constitute a right of action in favor of any other person or persons owning lots in the development for any legal remedy available to them, including but not necessarily limited to injunctive relief. In addition to any other remedy, the successful litigant shall also be entitled to recover his reasonable attorney fees and litigation expenses.
22. In the event any Lot owner shall violate any term of these Restrictive Covenants, the Developers or any Lot owner shall have the right to enforce these Restrictive Covenants by sending written notice of the violation to the record owner of the Lot in violation. In the event said violation shall not be remedied within thirty (30) days of such notice, the Developers or any Lot owner shall have the right to bring an action to enforce or construe these Restrictive Covenants. The prevailing party in any action to enforce or construe these Restrictive Covenants shall, in addition to any other remedy available at law or in equity shall have the right to recover his attorney's fees, court costs and litigation expenses.
23. From and after the time that Developers no longer own any lot(s) subject to these restrictions, then thereafter these Restrictive Covenants may be changed or amended by written articles of amendment, signed by the owners of not less than 51% of the lots in the development. Prior to such time, Developers reserve the right to supplement or amend these restrictions, in the sole discretion of the Developers.
24. These restrictions do not apply to Lot #1.

Witness our hands this 31st day of October 2005.

Emory Mays
Emory Mays

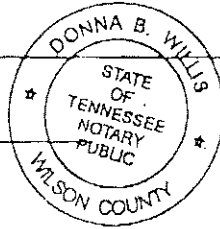
George L. Thomas III
George L. Thomas III

State of Tennessee, County of Wilson

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named Emory Mays and George L. Thomas III, within I am personally acquainted, with full power and authority to do so, for the purposes therein contained, this the 31st day of October, at Mt. Juliet, Tennessee.

Donna B. Willis

My commission expires 7/6/08



BK/PG:1145/1344-1348

05279636

STATE OF TENNESSEE, WILSON COUNTY	
PROPERTY TAX	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
OF TAX	1.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	16.00

JOHN B SPICKARD
REGISTER OF DEEDS