

THIS INSTRUMENT PREPARED BY AND RETURN TO:
E. WOODS WEATHERSBY
EVANS & PETREE PC
1000 RIDGEWAY LOOP ROAD, SUITE 200
MEMPHIS, TENNESSEE 38120

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SPRING CREEK RANCH RESIDENTIAL OWNERS ASSOCIATION, INC.**

THIS AMEDED AND RESTATED DECLARATION, made and declared on this 25th day of MARCH, 2010, by *Spring Creek, LLC*, a Tennessee limited liability company ("Declarant") and *William R. Powell, Jr.*, an individual resident of Shelby County, Tennessee ("Powell").

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Shelby County, Tennessee, more particularly shown in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Powell is the owner of Lot 78A more particularly shown on Exhibit "A" attached hereto (The real property owned by Declarant more particularly depicted on Exhibit "A" and Lot 78A owned by Powell more particularly depicted on Exhibit "A" shall be collectively referred to herein as "Property"); and

WHEREAS, Declarant and Powell will own, sell and convey the property described hereinabove subject to certain protective covenants, conditions, restrictions, reservations, liens, easements and charges as hereinafter set forth; and

WHEREAS, Declarant and Powell have deemed it desirable to create an association to which should be delegated and assigned the powers of maintaining, administering and enforcing the covenants, conditions and restrictions and collecting and disbursing the Assessments and charges hereinafter created for the efficient preservation and maintenance of the values and amenities of the real property aforesaid; and

WHEREAS, Declarant has caused to be incorporated under the laws of the State of Tennessee as a non-profit, non-stock corporation, The Spring Creek Ranch Residential Owners Association, Inc., for the purpose of exercising the functions aforesaid; and

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Spring Creek Ranch Residential Owner's Association, Inc., executed by the Declarant, of record at Instrument No. 06135426 in the Register's Office of Shelby County, Tennessee (the

"Original Declaration"), all of the property owned by Declarant was subjected and encumbered by the Original Declaration; and

WHEREAS, pursuant to Article V, Section 4 of the Original Declaration, Declarant has the right to bring additional property into the Association and subject it to the Original Declaration;

WHEREAS, Declarant desires to bring in the Powell property as additional Property, and Powell desires for its property to be subject to the terms contained herein; and

WHEREAS, in addition, for the orderly development of the Project, the Declarant desires to change the voting procedure amongst the Owners by changing it from individual votes to a district vote for the Owners within Grand Manor District (hereinafter defined), and therefore needs certain amendments to the Original Declaration; and

WHEREAS, pursuant to Article XII, Section 4, Declarant can unilaterally amend the Original Declaration due to the fact that Declarant has more than sixty-seven percent (67.0%) of the total number of votes eligible to be cast ; and

WHEREAS, pursuant to Article XII, Section 11, Declarant has the unilateral right to amend the Original Declaration to insure the orderly development of the Property; and

WHEREAS, Declarant desires to amend and restate the Original Declaration by this instrument and cause this instrument to supersede the Original Declaration in its entirety; and

WHEREAS, Powell joins herein to consent to all of the terms and conditions contained herein and subjects his property, Lot 78A, more particularly depicted on Exhibit "A", to the terms, conditions and restrictions of this instrument.

NOW, THEREFORE, Declarant and Powell hereby declare that the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, reservations, liens and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the property. These easements, covenants, restrictions, reservations, liens and conditions shall run with the property and be binding on all parties having or acquiring any right, title or interest in the property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I: DEFINITIONS

Section 1. "Architectural Committee" shall mean the committee established by the Association in accordance with the Bylaws to approve, disapprove, and make decisions regarding Improvements or changes to the Property.

Section 2. "Assessment" shall mean any regular assessments, Fines, fees or charges, any special assessments, any emergency assessments, and any other fees or charges fixed, established, and collected by the Declarant and/or the Association from time to time as hereinafter provided.

Section 3. "Association" shall mean and refer to The Spring Creek Ranch Residential Owners Association, Inc., its successors and assigns. The Association's Charter is filed with the Tennessee Secretary of State.

Section 4. "Board" shall mean and refer to the board of directors of the Association as appointed pursuant to the Bylaws and Charter of the Association.

Section 5. "Bylaws" shall mean and refer to the Bylaws of the Association.

Section 6. "Charter" shall mean and refer to the charter of incorporation of the Association filed with the Tennessee Secretary of State, as may be amended from time to time.

Section 7. "Common Area" shall mean all real property (including the Improvements thereto) owned by the Association (or by Declarant prior to conveyance of the Common Area to the Association pursuant provisions contained herein) for the common use and enjoyment of the Members of the Association, its respective guests and invitees.

Section 8. "Declarant" shall mean and refer to Spring Creek, LLC, a Tennessee limited liability company, or the duly appointed agent or representative, successors and assigns of Declarant that are specifically assigned the rights, obligations and duties of Declarant.

Section 9. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions, together with any supplement or amendment hereto recorded in the Register's Office.

Section 10. "Final Plat" or "Planned Development" shall mean the plat for the Property, recorded in the Register's Office of Shelby County, Tennessee as Plat Book 245, Page 6, attached hereto as **Exhibit "A"**, as may be amended from time to time.

Section 11. "Fine" shall mean an amount which may imposed by the Board for violations of the covenants, conditions and restrictions of this Declaration.

Section 12. "Grand Manor District" shall mean and refer to the parcel of land identified on **Exhibit "B"** attached hereto and incorporated herein by reference. The Declarant may enlarge or reduce the Grand Manor District or create new districts by the recordation of a Declaration of District in the Register's Office of Shelby County, Tennessee. The Owner of property within the Grand Manor District shall be entitled to representation and voting rights in the Association through an elected or appointed Grand Manor Representative Member (hereinafter defined).

Section 13. "Grand Manor Representative Member" shall mean and refer to the individual appropriately elected or appointed by the Owners within the Grand Manor District. The Owners of Lots within the Grand Manor District must elect or appoint an individual as the "Grand Manor Representative Member", thereby delegating unto said individual the exclusive

authority to represent and/or vote for the Lots within the Grand Manor District as a whole on behalf of all Owner(s) within the Grand Manor District for and before the Association. No voting rights or representation will be afforded to the Grand Manor District until such time as an individual has been elected or appointed through a fair and representative process and listed on record of the Association as the Grand Manor Representative Member. It is the responsibility of the Owners within the Grand Manor District to establish equitable procedures approved by Declarant to elect or appoint the Grand Manor Representative Member and making such appointment or election of public record. The Grand Manor Representative Member will be the only individual permitted to attend the meetings of the Association unless otherwise established by the Declarant. The Grand Manor District will be governed, controlled and subject to the powers and authority vested in the Association, whether or not the Grand Manor District has elected or appointed the Grand Manor Representative Member.

Section 14. "Improvements" shall mean the structures, walls, pavements, plantings, and other additions built or placed on the Lots or Common Area. It is intended that the Improvements reasonably meant for the Owner of a particular Lot will lie entirely within said Lot. In the event that by reason of construction, settlement, reconstruction or shifting of the Improvements, any minor part of the Improvements reasonably intended for a particular Lot lies outside that Lot, then the Association may establish an easement of use which shall apply thereto in favor of the Lot on which the Improvements were intended.

Section 15. "Lot" shall mean and refer to one of the Lots as shown on the Final Plat and to any future Lots resulting from the subdivision of any of the Property, reference being made to the deeds conveying individual Lots for an exact description of said Lots.

Section 16. "Member" shall mean and refer to every Person or entity that holds membership in the Association and shall include Powell and the Declarant so long as it retains ownership of any Lots in the Property.

Section 17. "Owner" shall mean and refer to the record owner, whether one or more Persons or entities of a fee simple title to any Lot, including Powell and the Declarant to the extent it owns any Lots, but excluding those having such interest merely as security for the performance of an obligation ("the Mortgagee"), provided that if the Mortgagee shall succeed to title to a Lot, then the Mortgagee shall be an Owner for purposes hereof.

Section 18. "Person" means an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.

Section 19. "Planned Development" or "Final Plan" shall mean the plat for the Property, recorded in the Register's Office of Shelby County, Tennessee as Plat Book **245**, Page **6**, attached hereto as **Exhibit "A"**, as may be amended from time to time.

Section 20. "Property" shall mean and refer to that certain real property shown on **Exhibit "A"** attached hereto.

Section 21. "Rules and Regulations" shall mean and refer to the rules, regulations and restrictions pertaining to the Property and Common Area that may be adopted by the Association and/or Declarant from time to time.

Section 22. "SCRCLLC" shall mean and refer to Spring Creek Ranch Club, LLC, a Tennessee limited liability company, that operates the SCR Club and owns the Spring Creek Ranch Golf Course.

Section 23. "SCR Club" shall mean and refer to the private club operated by SCRCLLC.

Section 24. "Spring Creek Ranch Golf Course" shall mean and refer to the golf course owned by SCRCLLC and located adjacent to the Property.

ARTICLE II: MEMBERSHIP

Declarant and Powell shall become and remain a Member of the Association upon the recording of this Declaration in the Register's Office of Shelby County, Tennessee. At such time as Declarant conveys a Lot, Declarant shall cease to be a Member of the Association with respect to such Lot, thus relieving the Declarant of any liability or obligation to the Association for such Lot.

Every Owner shall automatically become and must remain a Member in good standing of the Association. Membership in the Association shall be appurtenant to and may not be separated from the ownership of a Lot. The appointment or election of the Grand Manor Representative Member, as defined hereinabove, will provide the Grand Manor District with representation and voting rights in the Association. Any transfer of title of a Lot within the Grand Manor District will not affect the identity of the Grand Manor District or the identity of the Grand Manor Representative Member until such time as a new or different Grand Manor Representative Member has been elected or appointed by the Grand Manor District and listed on record of the Association.

ARTICLE III: VOTING RIGHTS

Section 1. Voting Rights. The voting rights of the Owners shall be appurtenant to the ownership of a Lot. Voting on all matters of the Association shall be based upon a majority vote, except as otherwise provided herein, and the voting rights of the Owners are as follows:

(a) Each Owner, other than Declarant, of a Lot outside the Grand Manor District, including Powell, shall be entitled to one (1) vote for each Lot owned by it;

(b) The Declarant shall be entitled to four hundred twelve (412) votes for each Lot owned by it, notwithstanding the creation of the Grand Manor District. Therefore, for every Lot owned by Declarant, including any Lot located in the Grand Manor District, Declarant shall be entitled to

four hundred twelve (412) votes. Declarant shall be entitled to cast its votes separate from the Grand Manor District. In voting on all matters, Declarant's vote shall not be included as a part of the Grand Manor District vote, but as a part of general votes before the Association.

(c) The Grand Manor District shall be entitled to vote equal to the number of Lots located in the Grand Manor District that are not owned by Declarant. All of said votes shall be cast by the Grand Manor Representative in accordance with the following paragraph.

The Owners of Lots within the Grand Manor District (other than the Declarant) must cast their votes, through the Grand Manor Representative Member, as a whole with no conflicting votes from within the Grand Manor District itself. For example: as of the date hereof, the Grand Manor District contains twenty-eight (28) Lots, ten (10) of which are owned by Declarant. As a result, the Grand Manor Representative Member shall be entitled to eighteen (18) votes, all of which must be cast either for or against, and no combination thereof, the question before the Association. Assuming that the Grand Manor Representative Member is unable to agree on a unit vote on behalf of the Grand Manor District for or against the question(s) before the Association, then the Grand Manor Representative Member must abstain from that particular vote before the Association. The Grand Manor Representative Member may cast the votes of the Owners of the Grand Manor District so long as no Owners within the Grand Manor District are in violation of any provision(s) under this Declaration.

The Declarant's votes shall be reduced to one (1) vote per Lot owned by Declarant when the Declarant decides, in its sole subjective discretion to reduce its outstanding votes to one (1) vote per Lot owned by Declarant.

It is the intent of the Declarant that it shall maintain control of the Association so long as Declarant owns at least one Lot, whether in the Grand Manor District or elsewhere in the Development.

Section 2. Proxies. An Owner may appoint the Declarant or any other person permitted by law or by the Bylaws as his proxy. Any proxy must be in writing and must comply with all requirements imposed by law or by the Association's Bylaws.

Section 3. Voting, Quorum and Notice Requirements. The presence, either in person or by proxy, of at least fifty-one percent (51%) of the total votes entitled to be cast with respect to any question, shall be requisite for, and shall constitute a quorum for, the transaction of business at all meetings of the Association. If the number of votes eligible to be cast drops below the quorum, and the question of a lack of quorum is raised, no business may thereafter be transacted. At every meeting of the Members, each of the Members shall have the right to cast his vote on each question. The vote of the Members representing a fifty-one percent (51%) majority of the total votes cast, in person or by proxy (provided a quorum exists), shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of statute, the Charter, this Declaration, or of the Bylaws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than

one Person may be exercised by any of them present at any meeting unless any objection or protest by any other Owner of such membership is noted at such meeting. In the event all of the co-Owners of any membership who are present at any meeting of the Members are unable to agree on the manner in which the vote for such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. No Member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be delinquent in any payment due the Association.

Section 4. Votes Related to Matters Affecting Common Areas. In the event that the matter before the Association is one regarding the removal or alteration of any portion of the Common Area or any Improvements located in the Common Areas, a vote of eighty (80%) of all Lots shall be required for approval.

Section 5. Authority of the Association. In addition to the powers and authority granted to it by its Charter, Bylaws or this Declaration, and without limiting the generality thereof, the Association shall have the authority to operate, maintain or otherwise manage or provide for the operation, maintenance or management of the Common Areas. Such authority shall include, but not be limited to, mowing, pruning, fertilizing, preservation, and replacement of the landscaping and the upkeep and maintenance of sprinklers, irrigation mains and laterals, sprinkler heads, equipment, water pumps, drainage areas, lakes, dams, private roads, pedestrian circulation system, perimeter landscape buffers, signs, lighting, fencing, pavers, planting boxes and other landscape amenities and improvements comprising or located on the Common Areas.

Section 6. Powers and Authority of the Association. The Association shall have all the powers of a non-profit corporation organized under the laws of the State of Tennessee, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Charter, the Bylaws, or this Declaration. It shall have the power to do any and all lawful things that may be authorized, required or permitted to be done by the Association under this Declaration, the Charter, and the Bylaws, and to do and perform any and all acts that may be necessary or proper for or incidental to the exercise of any of the express powers of the Association, including, without limitation:

(A) To levy and collect Assessments on the Lot and/or Owners of Lots and to enforce payment of such Assessments, all in accordance with this Declaration;

(B) To enter into contracts with Lots and/or Owners of Lots to provide landscape maintenance services to such Owners;

(C) To make reasonable Rules and Regulations for the operation of the Common Areas as specified herein and to amend them from time to time, provided that any Rule or Regulation may be amended or repealed by an instrument in writing signed by the majority of the total eligible votes of the membership of the Association;

(D) To enter into agreements or contracts with insurance companies with respect to insurance coverage for the benefit of the Association;

(E) To enter into agreements or contracts with utility companies with respect to utility installation, consumption and service matters;

(F) To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit;

(G) To enter into contracts, to maintain one or more bank accounts, and generally, to have all of the powers necessary or incidental to the operation and management of the Association;

(H) To sue or defend in any court, administrative agency or other tribunal on behalf of the Association and its members;

(I) To provide adequate reserves for repairs and replacements;

(J) To make available to each Owner within ninety (90) days after the end of each year an annual report;

(K) To adjust the amount collected and use any insurance proceeds to repair damaged or replace lost property; and, if proceeds are insufficient to repair damaged or replace lost property, to assess the members in proportionate amounts to cover the deficiency;

(L) To suspend the voting rights of a Member for any period during which any Assessment against such Member's Lot remains unpaid;

(M) To employ a manager or firm to manage the affairs and property of the Association (which may include the Declarant or an affiliate of Declarant), to employ independent contractors or such other employees as it may deem necessary (which may include the Declarant or an affiliate of Declarant), and to prescribe their duties and to set their compensation;

(N) To retain the services of legal and accounting firms;

(O) To enforce the provisions of this Declaration and any rules made hereunder and to enjoin and/or seek damages from any Owner for violation of such provisions or rules;

(P) To contract with any Owner (including without limitation the Declarant) for performance, on behalf of the Association, of services the Association is otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable, and in the best interests of the Association;

(Q) To levy and collect Fines for violations of this Declaration and to enforce payment of such Fines, all in accordance with this Declaration;

(R) To charge and collect fees for services rendered by the Association, the Architectural Committee and their respective agents; and

(S) To take any and all other actions and to enter into any and all other agreements as may be necessary or proper for the fulfillment of its obligations hereunder, for the operational protection of the Association or for the enforcement of this Declaration.

ARTICLE IV: COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned by it within the Property, and any other Owner, their successors and assigns, including any purchaser at a judicial sale, hereby covenant (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance), and shall hereafter be deemed to covenant and agree to pay to the Association any Assessment charged from time to time as hereinafter provided. All such Assessments, together with interest thereon from the due date at the rate as decided by the Board, not to exceed the maximum allowable rate, and costs of collection thereof (including reasonable attorneys fees), shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such Assessment is made, and shall also be a personal obligation of the Owner and the Lot. No Owner of a Lot may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the Common Area or by abandonment of the Lot.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used for the purpose of promoting the health, safety, security and welfare of the Owners of the Property and in particular for the improvement and maintenance of the Common Areas and of any easement in favor of the Association, including, but in no way limited to, the following:

A. The cost of all operating expenses of the Association and services furnished, including charges by the Association for its facilities, if any; and

B. The amount of all taxes and Assessments levied against the Association or upon any Property which it may own or which it is otherwise required to pay, if any; and

C. The cost of liability insurance and the cost of such other insurance as the Association may determine; and

D. The cost of funding all reserves established by the Association, including when appropriate, a general operating reserve and/or reserve for replacements; and

E. Any professional fees (architectural, legal, and engineering) and compensation to the members of the Architectural Committee, provided no employees or agents

of the Declarant may be entitled to compensation so long as Declarant is the Owner of more than twenty-five percent (25%) of the Lots; and

F. Compensation for the members of the Board not to exceed Five Hundred Dollars (\$500.00) per calendar year per director as adjusted for inflation; provided, however, no such compensation shall be paid prior to 2007; and, provided no employees or agents of the Declarant may be entitled to compensation, so long as Declarant is the Owner of more than twenty-five percent (25%) of the Lots; and

G. The estimated and/or actual cost of all operating expenses, repairs, replacements, maintenance and replanting of the entry and other landscaped areas and all Common Areas over which the Association has control; and

H. The estimated and actual cost of enforcing and policing all the terms, covenants, conditions, restrictions and other duties and obligations contained in this Declaration.

Section 3. Allocation. Each Owner (including the Owners within the Grand Manor District) shall be charged a proportionate share of all common expenses for the Property as an Assessment as provided herein in the same ratio that the Owner's Lot bears to the total number of Lots within the Property; provided, however, that the Assessment to the Owners within the Grand Manor District shall be paid in one lump sum by the Grand Manor at Spring Creek Ranch Residential Owners Association, Inc. to the Association.

The Grand Manor District shall be assessed a proportionate share of all Assessments as provided herein in the same ratio that total number of Lots within the Grand Manor District bears to the total number of Lots within the Property. Each and every Owner within the Grand Manor District at the time of the Grand Manor District's total assessment is personally liable to the Association and the Grand Manor District for a proportionate share of the Grand Manor District's total assessment in the same ratio that the Owner's Lot bears to the total Lots within the Grand Manor District.

Section 4. Regular Assessments and Carrying Charges of the Association. The Association shall fix the regular Assessment at an amount sufficient to provide for the requirements hereof. The regular Assessment for each calendar year shall be determined by the Board. The regular Assessments for a particular calendar year shall become a lien upon the Lots on the first day of such calendar year.

Section 5. Special Assessments. In addition to the regular Assessments authorized by this Declaration, the Association may levy in any Assessment year a special Assessment or Assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement for which the Association is specifically responsible or for such other purposes as the Board may consider necessary, provided that such Assessment shall have the assent of the Owners representing two-thirds (2/3) of the total number of votes eligible to be cast. A meeting of the appropriate Owners shall be duly called for this purpose, written notice of which shall be sent

to all Owners at least ten (10) days but not more than thirty (30) days in advance of such meeting, which notice shall set forth the purpose of the meeting.

Section 6. Emergency Assessments. In the event of an emergency situation, condition or occurrence affecting the life, health, safety or welfare of Owners or the public, the Board, acting pursuant to this Section, may declare an emergency Assessment in such amount and payable at such time as the Board, in its sole discretion, shall deem necessary. Such emergency assessment, except for the amount and time of payment, shall be governed by all other provisions of this Declaration. Such Assessment shall be borne pro rata, as provided for elsewhere herein, by all Owners. The Board shall be fully protected and not liable for any mistake in judgment hereunder if the emergency Assessment was made in good faith.

Section 7. One-Time Assessment for Construction of Clubhouse. As of the date of this Declaration, there is area within the Common Areas upon which a clubhouse could be constructed to serve the Property. The Owners, in accordance with Article III, shall have the right to vote to determine whether a clubhouse should be constructed. Once construction of the clubhouse is approved by the Owners, the Association shall, subject to approval by the Architectural Control Committee, construct the clubhouse so that the clubhouse is consistent with the overall design of the Development. The Association shall have the right, without having to call a meeting or notify the Owners or otherwise comply with the provisions regarding special Assessments, to charge the Owners a special Assessment of up to One Thousand Seven Hundred Fifty Dollars (\$1,750.00) per Lot, for construction of said clubhouse and related improvements. Once so constructed, the clubhouse will be considered a part of the Common Areas and the costs and expenses associated with the maintenance, repair and replacement of the clubhouse will be charged as a regular Assessment to the Owners in accordance with the foregoing provisions.

Section 8. Date of Commencement of Assessment. The Assessments provided for herein shall commence as to all Lots, including those Lots within the Grand Manor District, as of the date of the conveyance of a Lot by the Declarant. The first Assessment shall be adjusted according to the number of months remaining in the calendar year.

Section 9. Effect of Non-Payment of Assessments.

A. **Remedies of the Association, Generally.** Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within fifteen (15) days after the due date, the Assessment shall bear interest from the due date at the rate set by the Association, or if no rate is set, at the highest rate allowed by law, plus a late charge equal to ten percent (10%) percent of the amount not paid when due. The Association may bring an action at law against the Owner to collect the Assessment or in equity to enforce the lien provided for herein or exercise its right of public sale as set forth hereinbelow if payment is not made within thirty (30) days from the due date. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot. The Owner of a Lot on which there are delinquent Assessments shall not be permitted to participate or vote in any meeting of the Association, and may, along with his guests and the occupants of his Lot, be prohibited, by

properly adopted resolution of the Board, from using the Common Area or other privileges of membership in the Association.

B. Enforcement of Lien. For and in consideration of the privileges, protections, mutual enjoyment and use of the Common Area and the premises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, and any assumption of the obligations by transferees as required hereunder, and to secure the payment of regular, special and emergency Assessments as provided for herein, any Fine(s), principal, interest and attorney's fees, a lien is expressly retained by the Association on each and every Lot and on each lot within the Grand Manor District. Such lien may be enforced by an action in a court of equity for attachment of the Lot and sale pursuant to Order of Court or, in the alternative, the Board of the Association shall have the authority and power to sell the Lot at public outcry to the highest and best bidder for cash. With regard to Lots within the Grand Manor District, the Board may bring an action against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's individual Lot subject to prior Deeds of Trust upon any of the Lots within the Grand Manor District; in either of which event the Association may collect from the Grand Manor District and/or Owner interest, costs and reasonable attorneys fees. Neither the Grand Manor District or any Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Lot.

To evidence the lien of any unpaid and delinquent Assessments, the Board of Directors of the Association may prepare a written notice setting forth the amount of such unpaid indebtedness, the description of the Lot, or if the Lot is within the Grand Manor District, a description of the Lot and the name of the Grand Manor Representative Member, if known. Such a notice shall be signed by one of the Board of Directors of the Association and may be recorded in the Register's Office of Shelby County, Tennessee.

For the purpose of enforcing the lien of any unpaid and delinquent Assessment, the Grand Manor District, through its Owners and the Grand Manor Representative Member, irrevocably grants the Board the power to sell the Lot owned by the delinquent Owner located within the Grand Manor District or a portion thereof at public outcry to the highest bidder for cash. The Board is authorized to make such public sale if and only if such sale is made subordinate to any prior recorded lease, mortgage or deed of trust upon the Lot. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien and all reasonable attorney's fees. The Owner shall also be required to pay to the Association the Assessment for the Lot during the period of foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same. Any such sale shall be made after first advertising the sale of the Lot for twenty-one (21) days by three (3) weekly publications in some newspaper in the County of Shelby, State of Tennessee, giving notice of the time and place of such sale of the Lot. Written notice to the Owner is hereby waived and shall not be required. Any sale of a Lot to enforce a lien for delinquent and unpaid Assessments shall be free from equity of redemption, statutory right of redemption, homestead and dower and all other exemptions, all of which are expressly waived by the Owner, and any such sale and the lien enforced thereby shall take precedence over and have priority over

any and all other liens of every nature against the Lot, except real estate and ad valorem taxes assessed against the Lot and prior recorded leases, mortgages or deeds of trust.

The Board shall have the power to bid on the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey same. The proceeds of any such sale shall be applied first to the payment of the expenses of protecting the Lot and the expenses of litigation, attorney's fees, and sales commissions; and second, to the payment of real estate and ad valorem taxes assessed against the Lot and any prior recorded mortgages or deeds of trust; and third, to the payment of all amounts due the Association under the terms of this Declaration and Bylaws; and fourth, to the payment of any other mortgages or deeds of trust; and the balance, if any, according to applicable law. Upon any default in the payment of any Assessment, the Board shall have the right to all rents, issues, and profits from the Lot in default and shall have the right to secure the payment through notice to those in possession in the same manner as a mortgagee entering into possession following default.

All rights, remedies and privileges granted to the Board or an Owner, pursuant to any terms, provisions and covenants or conditions of the Declaration and Bylaws shall be deemed to be cumulative, and the exercise of any one or more remedies shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party by the Declaration and Bylaws or at law or in equity.

The Association may require the Owner of the Lot which is delinquent on any Assessment levied pursuant to this Declaration or is in default in the performance of any other obligation hereunder for a period in excess of sixty (60) days, to notify the holder of any and all mortgages and deeds of trust on the Lot of any delinquency or default.

Section 10. Fine. The Board shall have the right to impose a Fine for any one violation of the covenants contained herein. The Fine shall be in addition to the remedies set forth previously, and shall not restrain the aforementioned entities from taking any or all of the remedies and actions outlined in this Declaration. A violation which continues after the provision of written notice shall be treated as a continuous violation and shall result in an additional per diem Fine in the amount of Two Hundred Fifty and No/100 Dollars (\$250.00), adjusted annually by any increase in the Consumer Price Index, until the violation ceases. Fines shall be attributable to each Lot and shall be a personal obligation of the Owner and shall be secured by a lien on such Lot at the time they become payable, pursuant to notice given by the Board by billing or otherwise (whether or not such notice is received by the Owner), and such lien shall also cover interest and any necessary collection expenses, including attorneys fees, provided, however, that such lien shall be subordinate to real estate taxes and any deed of trust or mortgage to secure a bona fide indebtedness recorded prior to the giving of such notice, or within ten (10) days after receipt of a written acknowledgement from the Association that no charges are outstanding against such Lot.

Section 11. Acceleration of Installments. Upon default in the payment of any one or more installments of any Assessment levied pursuant to this Declaration, the entire balance of said

Assessment may be accelerated at the option of the Board and be declared due and payable in full, fifteen (15) days after written notice of such default is given to the Member.

Section 12. Subordination of the Lien to Mortgage. The lien of the Assessments payable by the Owner of a Lot, including Lots within the Grand Manor District shall be subordinate to the lien of any recorded mortgage or deed of trust (and to any mortgage or deed of trust given by Declarant as security for any construction or development loan), except for the amount of such Assessments which become due and payable from and after the date on which the mortgagee or beneficiary thereunder either takes possession of the Lot encumbered thereby, accepts a conveyance of any interest therein (other than as security) or forecloses its mortgage or deed of trust. Any delinquent Assessments which are extinguished pursuant to the preceding sentence may be reallocated and assessed to all Owners as a common expense, including the purchaser at foreclosure. Such sale or transfer shall not relieve the purchaser at such sale of the Lot from liability for any Assessments thereafter becoming due, nor from the lien of any such subsequent Assessment which said lien, if any, claimed shall have the same effect and be enforced in the same manner as provided herein.

Section 13. Additional Default. Any recorded mortgage or deed of trust secured by any Lot shall provide that any default by mortgagor in the payment of any Assessment levied pursuant to this Declaration, or any installment thereof, shall likewise be a default in such mortgage or deed or trust (or of the indebtedness secured thereby), but failure to include such a provision in any such mortgage or deed of trust shall not affect the validity or priority thereof, and the protection extended to the holder of such mortgage or deed of trust (or of the indebtedness secured thereby) by reason of this Article shall not be altered, modified or diminished by reason of such failure.

Section 14. Exempt Property. All properties dedicated to and accepted by a local public authority and the Common Area shall be exempt from the Assessments created herein except as otherwise specifically provided.

ARTICLE V: PROPERTY RIGHTS AND EASEMENTS

Section 1. Owner's Easement of Enjoyment of Common Area. Every Owner shall have a right and easement of enjoyment in and to the Common Area, each Owner's easement being appurtenant to and passing with the title to each Lot. Such easements shall be subject to such Rules and Regulations, rights and restrictions of use as may be established from time to time by the Association, including but not limited to, the following provisions:

A. The right of the Association to limit the number of guests of Members in the use of the Common Area.

B. The right of the Association to borrow money for the purpose of improving the Common Area and facilities, and in aid thereof to have the Common Area mortgaged by the Association.

C. The right of the Association to have all or any part of the Common Area dedicated or transferred by the Association to any public agency, authority, or utility for such purposes and subject to such conditions as may be determined by the Association.

D. The right of the Association to suspend this right and easement of enjoyment and to fine a Member for any period during which any Assessment against his Lot is delinquent, or during which a Member is in violation of published Rules and Regulations adopted by the Association.

E. The right of the Association to adopt Rules and Regulations pertaining to the Common Area for the benefit of the Owners.

Section 2. Delegation of Use. Any Member may delegate in accordance with the Bylaws, his right of enjoyment to the Common Area facilities to guests or the members of his family, all of whom must reside on the Property.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area to the Association prior to or simultaneously with the conveyance of the last Lot on the Property.

Section 4. Additional Property. Declarant shall have the right to bring additional property into the Association and subject it to this Declaration. The additional property may be owned by the Declarant or by others. As to any additional property, whether owned by the Declarant or others, which Declarant desires to bring into the Association and subject it to this Declaration, the Association, its Members, and all present or future Owners, their mortgagees, successors, and assigns, hereby waive and relinquish any rights to object to or protest against the subdivision of any additional property as may be required for such additional property. The provisions of this Section shall not be strictly construed, but shall be broadly and liberally construed for the benefit of the Declarant and the additional property so as to allow the Declarant to bring additional property into the Association and subject it to this Declaration, including but not limited to the subdivision thereof.

Section 5. Easements. The Declarant shall have the right from time to time to declare, grant and convey utility, telephone, and other easements for the benefit of the Association and Owners over, under, and across the Lots and Common Area.

Section 6. Easements for Utilities and Related Purposes. The Declarant and the Association are each independently 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, telephone cables, television and other communication cables, internal and external wiring and antennae, gas lines, storm drains, underground conduits and/or equipment for such purposes related to the provision of public utilities and other common services to the Property or any Lot(s)

as may be considered necessary, appropriate or desirable by the Board or the Declarant for the preservation of the health, safety, convenience and/or welfare of the Owners and the Declarant.

Section 7. Ingress/Egress Easement for Lot 78A through COS P. Declarant hereby grants an egress and egress easement to Powell, his successors and assigns over and across Common Open Space P in the area depicted on the Plat, so to provide ingress and egress between Lot 78A and Raleigh-LaGrange Road. This easement is more particularly depicted on the Plat and shall run with the land. Powell shall be permitted, at Powell's sole cost and expense, to construct a driveway within the ingress egress easement, but said driveway must be approved by the Architectural Committee in accordance with Article VI set forth hereinbelow. Any driveway constructed shall be maintained by Powell, his successors and assigns, at Powell's (or his successor or assigns') expense.

Section 8. Grant of Easement for General Services. An easement is hereby granted to all police, fire protection, ambulance, security, garbage collection, and U.S. Postal Service personnel to enter upon the streets and Common Areas in performance of their duties. Further, an easement is hereby 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, the Lots and any Improvement to perform the duties of maintenance and repair of the Improvement or Common Area provided for herein. Should any utility request a specific easement by separate, recordable document, the Association shall have the right to grant such easement on said property without conflicting with the terms hereof. The easements provided for in this Section shall in no way affect any other recorded easements on said premises.

Section 10. General Easement. The Declarant, so long as it shall retain record title to any Lot or the Common Area, reserves the right and easement to the Common Area and any Lot or portion thereof as may be needed for repair, maintenance, construction, or marketing of Planned Development Improvements, including the removal of trees on such Lot or any other Lot in the Common Area.

Section 11. Common Area Parking Rights. The Declarant and/or the Association shall have the right to grant certain parking rights on the Common Areas to the Spring Creek Ranch Golf Course for tournaments and other events. No Owner shall interfere with the granting of such rights. In the event such Common Area parking rights are granted, the Declarant and/or the Association shall enter into a separate agreement with the Spring Creek Golf Course which shall require the owners of the golf course to perform the duties of maintenance and repair to that portion of the Common Areas so used for parking and shall include provisions for insurance and indemnification.

ARTICLE VI: CONTROL OF IMPROVEMENTS

Section 1. Control of Improvements.

No Improvement or change, including, but not limited to, the construction or erection of any structure or residence, alteration to the exterior of any structure or residence, terrain change, fence, walls, driveway, walkway, landscape screening, mailbox, outdoor lighting fixture, any sanitary and/or storm sewer system, underground wiring, swimming pool, pool deck, or the removal of any existing tree or trees which are six inches (two inches for cedars) in caliper or larger when measured at a point two feet above the ground, shall be commenced, erected, placed or permitted on any Lot until the plans, specifications, specific location (including elevation), size and dimensions of said Improvement or change has been approved in writing, or the requirement for such approval has been waived in writing by the Architectural Committee. The Architectural Committee may establish differing design guidelines for Improvements within various phases of the Development. Architectural Committee members shall serve at the pleasure of the Association or its assigns. In the event that the Architectural Committee fails to approve or disapprove such design or location within thirty (30) days after said complete plans and specifications have been received by it, the approval will not be required, and this Section will be deemed to have been fully complied with. The Architectural Committee reserves the right to require the submission of designs, material selections and layouts of proposed Improvements or changes at different stages of the design process, and further reserves the right to specify the information required therein as well as the format thereof. Such plans and specifications shall be in such form and shall contain such information as may be required by the Architectural Committee, but, in any event, shall include (i) a site plan of the Lot showing the nature, color scheme, kind, shape, height, materials and location with respect to said Lot site plan (including proposed front, rear and side setbacks) of all structures, fences, or barriers, and location of all parking spaces and driveways on the Lot, and (ii) grading, drainage, irrigation and landscaping plans for the particular Lot. The Architectural Committee review shall be limited to the review of the exterior plans of any proposed Improvements.

Before such plans, specifications and design as required in this Section shall be submitted for approval, same must be prepared by a professional architect currently approved by the Architectural Committee, and in the case of site Improvements, by a professional landscape architect approved by the Architectural Committee and who is a graduate of a school of landscape architecture accredited with the American Society of Landscape Architecture. Additionally, said submittal shall include an architectural review fee set from time to time by the Architectural Committee to cover the costs of review and inspection.

Any Owner constructing a residence may only proceed with his or her construction according to the plans specifications and design approved by the Architectural Committee.

Upon request by the Declarant or the Architectural Committee, the Owner's architect shall make any or all of the following five inspections: (1) framing, (2) cornice, (3) shell, (4) final building, and (5) final landscaping. Upon request by the Architectural Committee, the Owner shall provide certification from the architect that the stage of construction in question is in compliance. The approval of plans and specifications by the Architectural Committee shall allow and permit the Owner to proceed with construction of the residence according to such plans and specifications. Upon final completion of the residence and after completion of landscaping, the

Owner's architect shall give its certification to the Architectural Committee in writing that the residence has been built in accordance with the approved plans and is substantially complete and that the landscaping has been completed in accordance with the approved plans.

If any Improvement or change requiring approval shall be undertaken on a Lot, and said approval has not been obtained from the Architectural Committee, or if any Improvement or change which is not in conformance with approved plans and specifications shall be undertaken on a Lot, said Improvement or change shall be deemed to have been undertaken in violation of these covenants; and, upon written notice of the Architectural Committee, any such Improvement or change deemed to be in violation shall be removed or altered so as to extinguish such violation. If, thirty (30) days after the notice of such violation, the Owner or Owners of such Lot in question shall not have taken reasonable steps toward the removal or alteration of the same, Declarant, its representative, or the Architectural Committee shall have the right to Fine the Owner, and pursue specific performance of this obligation by Owner, by injunction or otherwise, and/or through its agent, to enter said Lot and to take such steps as may be necessary to extinguish such violation. All costs, the Fine, expenses, and attorney fees pertaining thereto shall be a binding obligation of the Owner as well as a lien on the Lot in question, upon the recording of such with the Register's Office of Shelby County, Tennessee. Any lien so recorded shall be subordinate to the lien of any existing mortgage or deed of trust. Any agent of the Declarant or the Architectural Committee may, at reasonable times, enter upon and inspect any Lot and Improvements thereon for the purposes of ascertaining whether the maintenance of such Lot, and the maintenance, construction or alteration of structures thereon, are in compliance with the provisions of these restrictions, and no such Persons shall be deemed to have committed a trespass or other wrongful act by such entry or inspection.

For the purpose of ensuring the development of the Lots as an area of high standards, and to ensure reasonable compatibility of architectural designs, Declarant and the Architectural Committee shall have the power to control all Improvements as set forth in this Article, as well as to make such exceptions to these covenants, and to waive particular violations as either shall deem necessary, appropriate, or proper.

Section 2. Landscape Treatment of Street and Other Common Areas. The nature and extent of landscaping of streets and other Common Areas shall be determined by Declarant initially. Any future landscape treatment shall be provided by the Association after approval of the plans by the Architectural Committee. The Owner of Lot 78A, at its sole cost and expense, shall be required to install, maintain, and, if necessary, replace a ten foot (10') evergreen landscape screen located in the northwest corner of Lot 78A, which extends sixty feet (60') from the northwest corner along the western boundary of Lot 78A, and sixty feet (60') from the northwest corner along the northern boundary of Lot 78A, in accordance with the requirements of the Plat, and in accordance with any additional requirements which may be established by the Declarant and/or the Architectural Committee. In the event the Owner of Lot 78A fails to install or maintain said landscape screen, Declarant and/or Association may perform said work and the Owner of Lot 78A shall reimburse Declarant and/or the Association for all costs and expense incurred. Such

cost shall create a valid lien on Lot 78A, which shall be enforceable, as a special Assessment against Lot 78A should the Owner refuse or neglect to comply with the terms of this paragraph.

Section 3. Compliance with Building Codes. The applicable building codes in effect at the time of any construction shall apply to all construction.

Section 4. Non-Liability. Neither Declarant nor the Architectural Committee nor any employee, owner, architect, consultant or agent thereof shall be responsible or liable in any way regarding any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

Section 5. More Restrictive Architectural Control. Declarant and/or the Association, though the Architectural Committee, shall have the right to impose more or greater restrictions on its control over Improvements and landscaping within the Property.

ARTICLE VII: PROVISIONS REGARDING BUILDERS

Section 1. Restriction of Builders. The Association and/or the Declarant shall have the right to prohibit certain builders from constructing residences on any Lot, based upon past problems with respect to such builder, which can include, without limitation, the constructing of unapproved field modifications, inadequate response to Architectural Committee directions, and/or failure to comply with Architectural Committee requirements.

Section 2. Construction Debris and Trash Removal. Each builder will be required to maintain a dumpster in a location approved by the Architectural Committee. This dumpster shall be emptied periodically, but prior to the point that construction materials reach the upper rim. The required dumpster may be shared between adjoining two builders and/or Owners, if said builders and Owners agree, and each shall be bound by the conditions noted herein.

Each day, all construction sites are to be cleaned so as to facilitate a pleasing appearance to Owners and visitors and to eliminate any hazards for the visitors who will be touring through the various construction projects.

Violations will be subject to Fines and the Association also may have the violating site cleaned. The Owner will be charged two times the direct cost charged for the site clean-up.

Construction materials shall be kept out of the public right-of-way at all times and stored on the subject property. Streets and service drives (alleys) adjacent to said property shall be kept open for circulation at all times and free from mud, dirt and other debris. Any mud, dirt or other debris that remains on any street or service drive for more than twenty-four (24) hours shall be considered a violation hereunder and subject to Fine. This is for the protection of all parties and to allow emergency vehicles direct access to any part within the Property.

All wrappers, paper goods and light-weight building materials that may be blown onto adjacent properties shall be maintained, properly stored or deposited in trash receptacles on a daily basis.

Workers shall not utilize parks and common areas for parking, lunch or breaks and shall remove all food wrappers, containers, etc., and deposit said debris in trash receptacles.

Section 3. Infrastructure. Within the Property, there are numerous forms of common infrastructure that may consist of streets, service drives, landscaping, street trees, street lights, sidewalks, irrigation systems, brick pads, benches, bridge, street furniture, walking paths, parks, trash receptacles, etc., as well as other Improvements not necessarily enumerated above. The builder and Owner of any Lot are responsible for protecting said infrastructure.

Damage to any infrastructure item will be repaired by the Association and back-charged to the Owner responsible at two times the direct cost and the Owner also may be fined.

Prior to commencing construction, the Owner must take protective measures approved by the Association, which at a minimum shall include fencing around street trees adjacent to or within the subject site. All construction materials are to be kept away from these trees during construction so as to prevent any damage. These trees are a valuable asset to each Lot as well as the overall Planned Development.

Section 4. Construction Time. No builder or subcontractor shall commence construction work on a weekday before 7:00 a.m. or continue construction after 7:00 p.m. No builder shall commence construction work on a weekend day before 9:00 a.m. or continue construction after 6:00 p.m. These limitations are subject to modification by the Architectural Committee.

Section 5. Construction Audio Equipment and Noises. No audio equipment (radios, tape decks, C.D. players) shall be utilized on construction sites on weekdays before 9:00 a.m. or after 5:00 p.m. Use of audio equipment on construction site is strictly prohibited on Saturdays and Sundays. Audio equipment shall not be played so loudly as to disturb nearby residents at any time. Offensive language or other potentially offensive noise (other than typical construction machinery or procedures) is strictly prohibited.

Section 6. Concrete Delivery and Disposal of Excess Material. Concrete trucks are strictly prohibited from dumping any excess concrete anywhere within the Property. Concrete which is accidentally spilled on sidewalks, or asphalt paving must be removed by the responsible party immediately.

Section 7. Surveys and Construction Staking. Each builder and Owner is responsible for establishing property corners and construction staking. No tolerance will be allowed for improperly locating property lines or proposed Improvements. An experienced and qualified licensed engineer is required to survey the property and locate proposed Improvements. The

location of proposed Improvements shall be double-checked prior to starting actual construction. Any questions or problems in the field shall be immediately reported to the managing agent of the Association. Once the foundation is laid, the contractor's engineer shall certify that all Improvements are properly located. Any and all deviations shall be promptly corrected at that time. No exceptions will be allowed.

Section 8. Dump Sites. There are no dump sites within the Property. All construction refuse and debris removed from the premises during and upon completion of construction shall be properly disposed of, outside of the boundaries of the Property.

A minimum Fine of Five Thousand Dollars (\$5,000.00) per occurrence shall be imposed on anyone dumping debris on any portion of the Property. This Fine shall accrue to the Lot from which the debris originated and a lien shall be filed on said Lot. The workman and company responsible for depositing such debris shall be prohibited from future work in the Property. The Owner responsible shall be fined, as well.

Section 9. Protection of Adjacent Property. Unless modified in writing, prior to construction to beginning on a Lot, the contractor is required to put up a solid black silt fence along the entire property line separating the proposed construction site from adjoining properties. This fence shall be maintained by the builder throughout construction and every effort must be made to keep any construction debris off of the adjacent property. The contractor shall not utilize the adjoining property in any manner unless prior approval and conditions have been granted by the adjacent property Owner.

Section 10. Port-A-John. Each builder is responsible for his own Port-A-John or for making arrangements with nearby builders to share a unit between several construction sites. The Port-A-John shall be maintained on a regular basis and located at the rear of the construction site and the door of the Port-A-John shall not face any street, sidewalk or other public right-of-way.

Section 11. Signage. A complete signage system has been established for marketing the initial residences constructed on the Lots. All builders and realtors shall be required to use the signage system so established for the Development. No subcontractor or vendor signs shall be permitted during the construction of a residence on a Lot.

ARTICLE VIII: PROPERTY MAINTENANCE

Section 1. General Maintenance. The Association shall generally provide for the maintenance of all Common Area and any Improvements thereon. The Association shall establish a budget and Assessments for such expenditures and the disbursement and application of such Assessments.

The Association shall make necessary arrangements to maintain the Common Area, including landscaping and irrigation thereof, and maintain and replace the Improvements on the Common Areas including any walls, the private roadways, pedestrian ways, gates, ancillary

structures and common parking areas, and drainage facilities serving the Property, and to pay taxes and all other necessary expenses, including all types of liability insurance in connection with ownership of the Common Areas, which shall be paid by the Association through the Assessments.

Each Owner shall be responsible for the interior and exterior maintenance of his Lot and Improvements, including, but not limited to, all exterior walls of dwellings, doors, windows, roofs, patios, garages, light fixtures, irrigation systems, parking surfaces, landscaping, driveways, painting, street lights, private drives, plumbing and electrical repairs. In the event an Owner of any Lot shall fail to maintain his or her Lot and the Improvements thereon in a manner reasonably satisfactory to the Association, and/or in keeping with other Lots, the Association shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the Improvements erected thereon. The cost of such repair, maintenance and restoration shall be added to and become part of the Assessment of that Lot. The cost of said maintenance shall be a binding obligation of the Owner as well as a lien on the Lot in question, upon recording of such notice with the Register's Office of Shelby County, Tennessee. Any lien so recorded shall at all times be subordinate to any prior recorded mortgage or deed of trust. In addition to the costs as set forth herein, the Owner shall be responsible for all court costs, reasonable attorneys' fees, and interest from the date of any expenditure at the maximum legal rate of interest.

Section 2. Damaged or Destroyed Residence. The right is given to the Association to require the Owner of a damaged or destroyed residence on any Lot to make repairs or replacements in order to restore the residence 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 replacement.

The Owner of each Lot shall carry and keep in full force and effect, at all times at the expense of the Owner, casualty insurance with limits equal to the replacement value of the Improvements located thereon.

Section 3. Street Lights. Every Owner shall purchase, install, wire, power, and maintain a street light to the specifications and exact location by the Architectural Committee prior to the final building inspection for any dwelling built thereon. The Association shall have the right, but not the obligation, to enter each Lot to provide additional maintenance.

Section 4. Mailboxes. Every Owner shall purchase, install, and maintain a mailbox meeting the specifications and standards establish by the Architectural Committee prior to the final building inspection for any dwelling built thereon.

ARTICLE IX: USE RESTRICTIONS

The use restrictions set forth hereinbelow shall apply to each Lot to ensure the best use and most appropriate development and improvement of each Lot; to protect each Owner of each Lot

against improper use of surrounding Lots as well as depreciation of the value of each Lot; to preserve, as far as practicable, attractive Improvements on such Lots, appropriately located on such Lots; to prevent haphazard and inharmonious improvements of such Lots; to secure and maintain proper setbacks from streets, and adequate spaces between structures; and, in general, to provide adequately for a high type and quality of Improvements on such Lots, and thereby enhance the value of investments made by Owners of such Lots.

A. Declarant or the Board, as the case may be, shall develop and maintain from time to time a set of Rules and Regulations governing the day to day use of the Lots and Common Area by the Owners thereof. Such Rules and Regulations may be amended by a majority vote of the Board.

B. None of said Lots shall be used for any purpose other than single-family residence purposes, and all Improvements erected on any Lot shall conform with all applicable requirements promulgated by any public authority having jurisdiction over the Property.

C. Residences constructed on the Lots shall contain no less than the square footage ascribed for said Lot on the Final Plat or in the design guidelines which may be established for the Development from time to time.

D. No house, trailer, tent, shack, temporary building, temporary toilet facility, satellite dish, antenna, outbuilding, or guest house shall be erected on any of said Lots without approval in writing of the Architectural Committee.

E. Lots may be repartitioned to allow a Lot(s) or a portion of a Lot to be combined with an adjoining Lot to create one single-family residence thereon. Setback lines will be adjusted accordingly for the newly established Lot. There shall be no further subdivision of the Lots.

F. Setback lines shall be in accordance with those required by the regulations of applicable governing authorities, but shall be no less than those required by the Architectural Committee. The Architectural Committee shall have the absolute right to control the precise setback, finished floor elevation, and the location of any house, residence or other structure or Improvement upon all Lots in the Planned Development. Such location shall be determined only after reasonable opportunity has been afforded to the Lot Owner to recommend a specific site. Exceptions to the setbacks established by the Declarant and/or the Architectural Committee may be permitted from time to time by written approval of the Architectural Committee.

G. No recreational or commercial vehicle of any kind, including but not limited to trucks, vans, boats, R.V.s, campers, racecars or the like, shall be stored or parked on any Lot, unless in a closed garage, or parked on the private driveway unless concealed from view in a manner satisfactory to the Architectural Committee.

H. No business activity of any kind whatever shall be conducted in any building or in any portion of a Lot; provided, however, the foregoing covenants shall not apply to the business activities, signs, or the construction and maintenance of buildings, if any, of the Declarant, its agents and assigns, during the development and sales period of Lots in the Planned Development. The Architectural Committee shall have the authority to regulate non-Declarant real estate "for sale" or "built by" signs as to content, size, color, typeface and location.

I. Easements for utility and drainage are reserved as shown on the Final Plat. No Owner shall, within any such easement areas or at other locations whether within or without designated easement areas, place or permit any structures, fencing, plants or other material which may damage or interfere with the installation and maintenance of utilities and/or interfere with the positive natural drainage established by Declarant. Further, no Owner shall install any Improvements or modify any existing grades in such a manner as would impair the positive, natural flow of water from or onto the Owner's Lot. The easement area and drainage facilities on each Lot shall be maintained continuously by the Owners of such Lot.

J. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

K. Pets may be kept in accordance with the Rules and Regulations established by the Board, provided that they are not kept, bred or maintained for any commercial purpose.

L. No debris, trash, ashes, lawn clippings, leaves, leaf bags or other refuse may be thrown or dumped on any of the Lots or the Common Areas. Debris and trash during the construction of an Owner's Improvements shall be collected by each Owner (or his or her representative) in containers approved by the Architectural Committee and periodically removed so that no unsightly condition occurs on the Lot or adjoining Lots.

M. No building material of any kind or character shall be placed or stored upon any of said Lots until the Owner of the Lot is ready to commence construction or renovation of Improvements. Building materials shall be kept in an organized and compact manner and appropriate measures taken daily to prevent unsightliness during construction.

N. Grass and vegetation on each Lot shall be kept mowed and cleared of any debris at regular intervals by the Owner thereof so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines, debris and plants which die shall be promptly removed from such Lots by the Owner. Until an Improvement is built on the Lot, Declarant or the Association, in the discretion of either of them, after notice to Owner and a reasonable opportunity to cure, may mow the grass and have dead trees and debris removed from such Lot, and the Owner of said Lot shall be obligated to reimburse the Declarant or the Association for the cost of such work. Such cost shall create a valid lien on said Lot, which shall be enforceable, as a special Assessment against the Lot should the Owner refuse or neglect to comply with the terms of this paragraph.

O. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot, and no refuse pile, unused motor vehicles, or unsightly objects shall be allowed to be placed or to remain anywhere on any Lot. In the event that any Owner or occupant of any Lot in the Planned Development shall fail or refuse to keep the Lot free from weeds, underbrush, refuse piles, unused motor vehicles, or other unsightly growths or objects, then the agent of the Architectural Committee may enter upon the Lot and remove the same at the expense of the Owner and such entry shall not be deemed a trespass. In the event of such a removal, the Owner shall pay the expenses thereof.

P. All equipment, building materials, garbage cans, service yards, playgrounds, wood piles, storage areas, clotheslines, portable sheds, and similar type items shall be kept screened by adequate planting or fencing so as to reasonably conceal them from view of neighboring Owners. In no event shall any of said items or uses be permitted in front yards. Corner Lots shall be considered to have a front yard on each side adjacent to the street. All rubbish, trash or garbage shall be regularly removed from the Lots. Vegetable gardens are restricted to the rear yard of the Lots.

Q. All exterior lighting on each Lot shall be constructed and maintained so as to provide such illumination as is necessary for that Lot only without unreasonably interfering with the peaceful enjoyment of any adjacent Owner.

R. Owner's right of use of his Lot is subject to all laws, ordinances, rules and regulations of the applicable municipal and other governmental authorities. In the event of a difference between the use restrictions contained in said ordinances, rules and regulations and laws and the use restrictions set forth in this Article, the more restrictive provision shall apply.

S. No Owner shall permit any use of his Lot or any Improvement thereon for any purposes which shall increase the fire hazard to adjoining properties; or for any purpose or use in violation of local, state or federal statutes or ordinances.

T. All exterior speakers are subject to regulation by the Association with regard to decibel levels at Lot boundaries.

U. No auxiliary recreational or athletic facilities, including but not limited to, swimming pools, tennis courts, basketball courts, and skating ramps, may be maintained on a Lot. Notwithstanding the foregoing, swimming pools may be permitted but only on a case-by-case basis and in the sole discretion of the Architectural Committee. If a swimming pool is permitted by the Architectural Committee as provided pursuant to this Section, the size, location and design of both the swimming pool and the privacy fence surrounding such pool shall also be further subject to Architectural Committee approval. All pools permitted shall be in compliance with all applicable regulations, ordinances, safety codes and requirements.

V. No Owner, by virtue of its ownership of a Lot, shall be granted use of or access to the Spring Creek Ranch Golf Course nor membership in the SCR Club without the prior

written consent of SCRC LLC which may be withheld at the sole discretion of SCRC LLC; and no member or guest of the SCR Club shall, by virtue of membership in the SCR Club, be granted access onto individual Lots located within the Property.

W. Certain Lots are located within a private gated area. No Member, by virtue of its membership within the Association, shall be granted use of or access to the private gated area unless said Member is an Owner of one of the Lots located within the private gated area.

X. No Lot nor any Improvement thereon shall be conveyed to, leased to, or occupied by a convicted sex offender that is listed or should be listed on any state or federal sex offender registry.

Y. If a Lot is located adjacent to the Spring Creek Ranch Golf Course, no existing trees or vegetation on or near the boundary line with Spring Creek Ranch Golf Course may be cut, trimmed, removed, transplanted or altered in any way.

Z. No swing sets, play sets, trampolines, or the like may be maintained on a Lot unless said structures are not visible to neighboring Lots and public view.

AA. No flagpoles may be installed or kept on a Lot or on any residence constructed on any Lot unless said flagpoles are screened from public view and are not visible to neighboring Lots.

BB. No statues or other lawn ornaments shall be permitted on a Lot without the prior written approval of the Architectural Committee except in the event the statue or lawn ornament is not visible to the public and to neighboring Lot Owners.

CC. In election years, only one (1) yard sign per candidate shall be permitted on a Lot.

ARTICLE X: TERM OF DECLARATION

These covenants, conditions and restrictions are to run with the Property and shall be binding upon all parties, Owners, and all persons claiming under them, until the expiration of thirty (30) years after recordation of this document, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless by a vote of eighty percent (80.0%) of the then Owners of all Lots, it is agreed to change or terminate said covenants, conditions and restrictions in whole or in part. The change, modification or rescission shall be effective upon recording of such instrument in the Register's Office of Shelby County, Tennessee.

ARTICLE XI: ENFORCEMENT OF DECLARATION

If any Owner, his heirs, personal representatives, successors or assigns shall violate or attempt to violate any of the covenants, conditions and restrictions set forth herein, any Owner, Declarant, and/or the Association may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, condition or restriction to prevent such violation or attempted violation, may seek specific performance or may recover damages for any such violation. Failure to enforce any of such covenants, conditions and restrictions shall in no event be deemed a waiver of the right to do so thereafter. In the event of such litigation, the party guilty of such violation or attempt to violate shall pay the other parties attorney's fees and costs incurred in enforcing this Declaration.

ARTICLE XII: MISCELLANEOUS PROVISIONS

Section 1. Liability of Declarant. The Declarant and all members of the Architectural Committee are hereby expressly relieved of any liability to any Owner, and to any other party to the extent permitted by law, for any act of omission or commission in connection with performance of their functions as Declarant or such member, except for willful misconduct or act of bad faith.

Section 2. Severability of Covenants, Conditions and Restrictions. Invalidation of any one or more of the covenants, conditions and restrictions or other provisions herein or hereafter set forth by any judgment or court order shall in no way affect any of the other covenants, conditions and restrictions which shall remain in full force and effect.

Section 3. Gender and Grammar. The singular whenever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, or individuals, men or women, shall in all cases be assumed as applicable.

Section 4. Amendment. Except as may otherwise be specifically provided herein, this Declaration may be amended at any time during the initial term hereof or any extension thereof by an instrument signed by Members having not less than sixty-seven percent (67.0%) of the total number of votes eligible to be cast, with such amendment to be effective upon recording in the Register's Office of Shelby County, Tennessee.

Section 5. Condemnation, Destruction or Termination of the Common Area. In the event of loss or damage to the Common Area as a result of condemnation, in whole or in part, or partial or total destruction, the Board of the Association shall represent the Association in any proceedings, negotiations, settlements or agreements. In representing the Owners, the Board of the Association shall serve as the attorney-in-fact for the Owners. Any proceeds from any settlement shall be payable to the Association for the benefit of the Owners.

Section 6. Contract for Property Management. Declarant may retain the services of a professional management company to manage and maintain the Common Areas of the Property. Any such contract shall include a right of termination without cause which may be exercised by

the Association at any time after the transfer of control from Declarant. There shall be no penalty for the right of termination by the Association and advance notice of termination shall be required of no more than ninety (90) days.

Section 7. Rights of Mortgage or Deed of Trust Holders, Insurers or Guarantors. The holder, insurer or guarantor of a mortgage or deed of trust on any Lot in the Property shall have the right to timely written notice of the following:

- A. Any condemnation or casualty loss that affects either a material portion of the Property or the Lot securing its mortgage;
- B. Any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Lot on which it holds the mortgage;
- C. A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; or
- D. Any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

To be entitled to receive this information, the mortgage or deed of trust holder, insurer or guarantor must send a written request to the Association, stating both its name and the address of the Lot on which it has or insures or guarantees the mortgage.

Section 8. Rerecording of Plat. By the acceptance of a deed conveying title to a Lot, the Owner thereof shall be deemed to consent to amendments or modifications of the Final Plat of the Planned Development for any reason that maintains or advances the orderly development of the Property, and for the purpose of technical corrections, boundary line adjustments, etc.; however, such Owners shall be entitled to receive notice of any public hearing which may be required prior to such amendment or modification.

Section 9. Insurance. The Association shall obtain and maintain at all times, to the extent obtainable, policies of insurance, written with financially responsible and able companies, licensed to do business in Tennessee, covering the risks of:

- A. Bodily injury and property damage liability insurance in such limits as the Board may from time to time determine; and
- B. Worker's compensation and employer's liability insurance and all other similar insurance with respect to employees, if any, and subcontractors of the Association in the amounts and in the forms now or hereafter required by law; and
- C. Fidelity coverage against dishonesty of employees or any other Persons handling funds of the Association, destruction or disappearance of money or securities and

forgery and endorsements thereto covering any Persons who serve the Association without compensation; and

D. Insurance against such other risks of a similar or dissimilar nature as the Board shall deem appropriate with respect to the Property, including insurance on any personal property of the Association located thereon, and Directors and Officers liability insurance with respect to the actions of the Board and officers of the Association. The types of coverage and limits of all insurance carried pursuant to these provisions or failure to carry adequate coverage shall not be subject to question or claim against the Association or its Board. Owners may carry other insurance for their benefit and at their expense, provided that the liability of the carriers issuing insurance obtained by the Board shall not be affected or diminished by reason of such additional insurance carried by any Owner.

Section 10. Construction by Declarant. Notwithstanding any provisions herein to the contrary, it shall be expressly permissible for the Declarant to maintain, during the sale of said Lots, upon such portion of the Property as the Declarant deems necessary, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient, or incidental to the sale of said Lots, including without limitation, storage areas, construction yard, signs, and sales office.

Section 11. Changes by Declarant. Notwithstanding anything contained herein to the contrary, Declarant reserves the right for a period of five (5) years from the date of the last Lot conveyed to unilaterally amend this Declaration, in whole or in part, to conform this Declaration to the requirements of any governmental agency, for the requirements of any mortgage lender, or if in the reasonable judgment of the Declarant an Amendment is required to insure the orderly development of the Property. If this provision expires and thereafter the additional property is included herein, then this provision shall automatically revive itself for a new five (5) year term.

Section 12. Notices. Any notice required to be sent to any Owner or Member under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the Person who appears as an Owner or Member on the records of the Association at the time of such mailing.

[Remainder of Page Intentionally Left Blank]

[Signature Page(s) to follow]

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration on the day and year first above written.

Spring Creek, LLC

By: Robb Meyer

Title: Manager

William R. Powell, Jr.
William R. Powell, Jr.

ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public of the state and county mentioned, personally appeared ROBB MEYER, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the MANAGER of Spring Creek, LLC, a Tennessee limited liability company, the within named bargainor, and that he as such MANAGER, executed the foregoing instrument for the purposes therein contained, by signing the name of SPRING CREEK, LLC, a limited liability company, by himself as MANAGER.

WITNESS my hand, at office, this 25th day of MARCH, 2010.

Kelly O. McDonald
Notary Public

My Commission expires:
3-29-2011

STATE OF TENNESSEE
COUNTY OF SHELBY

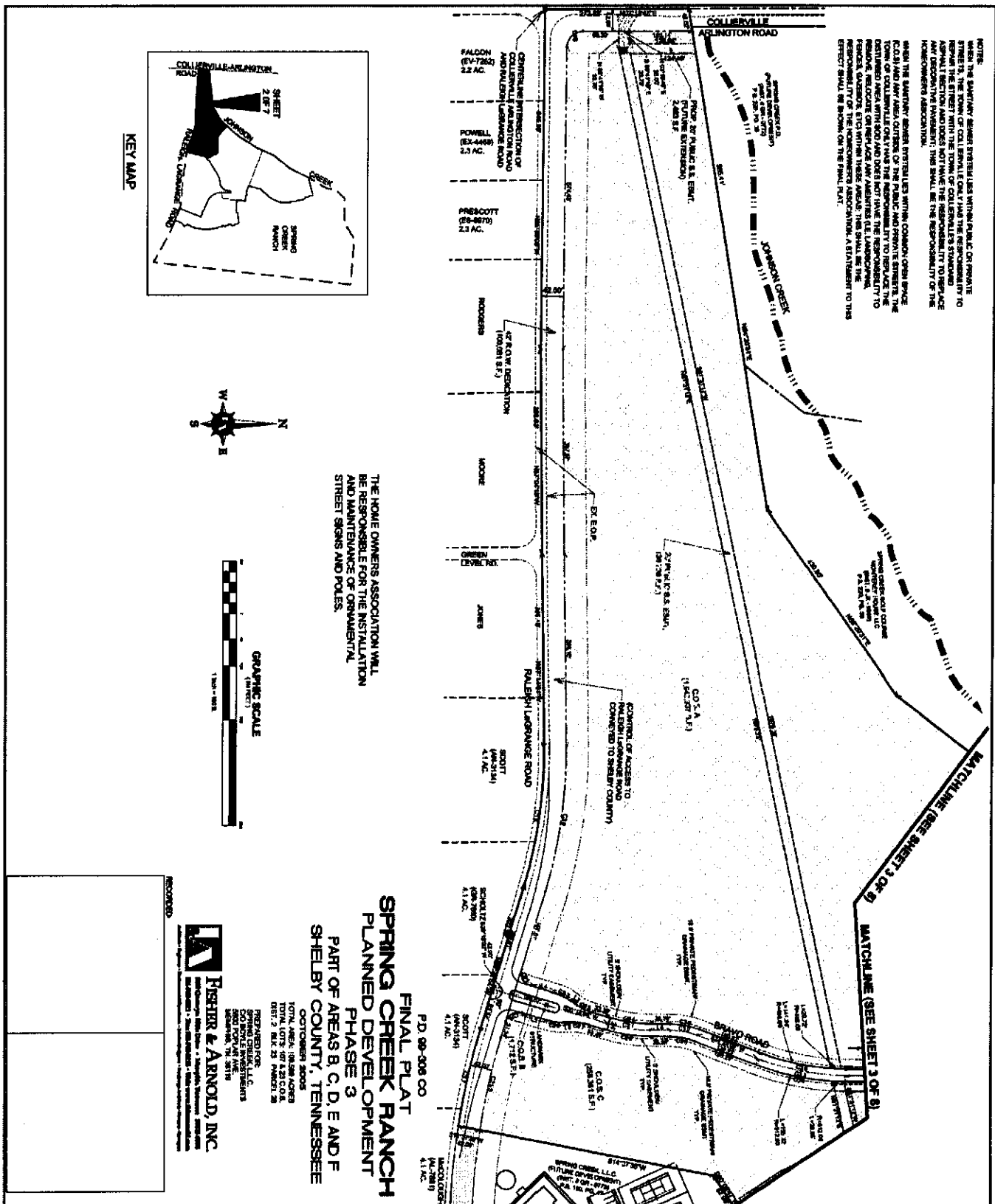
On this 25th day of MARCH, 2010, personally appeared William R. Powell, Jr., to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

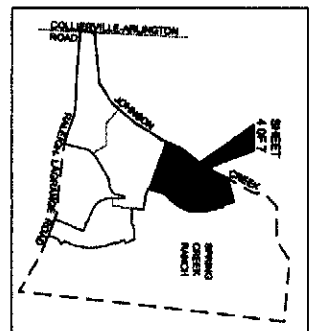
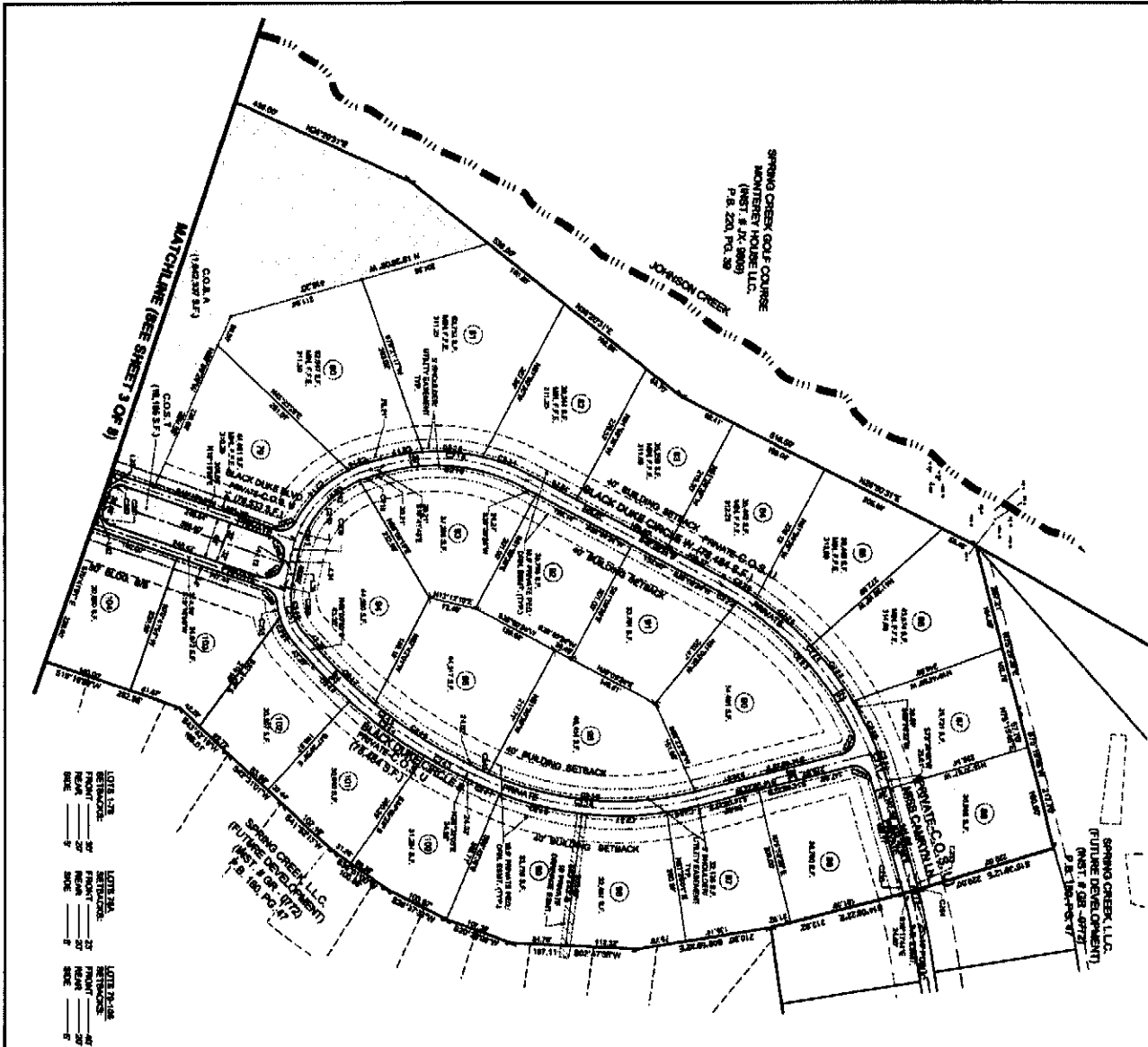
WITNESS my hand and seal, at office, this 25th day of MARCH, 2010.

Kelly O. McDonald
Notary Public

My Commission expires:

3/29/2011

Exhibit "A" continued



KEY MAP

GRAPHIC SCALE (BETTER)



SPRING CREEK RANCH
FINAL PLAT
PLANNED DEVELOPMENT
 PHASE 3
 PART OF AREAS B, C, D, E AND F
 SHELBY COUNTY, TENNESSEE
 DECEMBER 1984



FISHER & ARNOLD, INC.
 900 Campus Hill Drive • Memphis, Tennessee 38103-0001
 901-521-1000 • Telex: 541000 • FAX: 901-521-1001

Exhibit "A" continued

Order	Date	Time	Location	Activity	Duration	Frequency	Intensity	Notes	Performance		Health		Mood		Sleep		Energy		Stress		Overall	
									Score	Time	Score	Time	Score	Time	Score	Time	Score	Time	Score	Time	Score	Time
1	2023-01-01	08:00	Home	Wake up	5 min	1x	Low	Feeling fresh	75	15 min	80	20 min	85	25 min	90	30 min	95	35 min	100	40 min	105	45 min
2	2023-01-01	09:00	Home	Breakfast	10 min	1x	Low	Feeling hungry	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
3	2023-01-01	10:00	Home	Work	15 min	1x	Low	Feeling focused	75	15 min	80	20 min	85	25 min	90	30 min	95	35 min	100	40 min	105	45 min
4	2023-01-01	11:00	Home	Work	15 min	1x	Low	Feeling focused	75	15 min	80	20 min	85	25 min	90	30 min	95	35 min	100	40 min	105	45 min
5	2023-01-01	12:00	Home	Lunch	10 min	1x	Low	Feeling full	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
6	2023-01-01	13:00	Home	Work	15 min	1x	Low	Feeling focused	75	15 min	80	20 min	85	25 min	90	30 min	95	35 min	100	40 min	105	45 min
7	2023-01-01	14:00	Home	Work	15 min	1x	Low	Feeling focused	75	15 min	80	20 min	85	25 min	90	30 min	95	35 min	100	40 min	105	45 min
8	2023-01-01	15:00	Home	Work	15 min	1x	Low	Feeling focused	75	15 min	80	20 min	85	25 min	90	30 min	95	35 min	100	40 min	105	45 min
9	2023-01-01	16:00	Home	Work	15 min	1x	Low	Feeling focused	75	15 min	80	20 min	85	25 min	90	30 min	95	35 min	100	40 min	105	45 min
10	2023-01-01	17:00	Home	Work	15 min	1x	Low	Feeling focused	75	15 min	80	20 min	85	25 min	90	30 min	95	35 min	100	40 min	105	45 min
11	2023-01-01	18:00	Home	Dinner	10 min	1x	Low	Feeling full	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
12	2023-01-01	19:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
13	2023-01-01	20:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
14	2023-01-01	21:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
15	2023-01-01	22:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
16	2023-01-01	23:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
17	2023-01-01	00:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
18	2023-01-01	01:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
19	2023-01-01	02:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
20	2023-01-01	03:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
21	2023-01-01	04:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
22	2023-01-01	05:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
23	2023-01-01	06:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
24	2023-01-01	07:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
25	2023-01-01	08:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
26	2023-01-01	09:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
27	2023-01-01	10:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
28	2023-01-01	11:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
29	2023-01-01	12:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
30	2023-01-01	13:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
31	2023-01-01	14:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
32	2023-01-01	15:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
33	2023-01-01	16:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
34	2023-01-01	17:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
35	2023-01-01	18:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
36	2023-01-01	19:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
37	2023-01-01	20:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
38	2023-01-01	21:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
39	2023-01-01	22:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
40	2023-01-01	23:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
41	2023-01-01	00:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
42	2023-01-01	01:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
43	2023-01-01	02:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
44	2023-01-01	03:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
45	2023-01-01	04:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
46	2023-01-01	05:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
47	2023-01-01	06:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
48	2023-01-01	07:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
49	2023-01-01	08:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
50	2023-01-01	09:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
51	2023-01-01	10:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
52	2023-01-01	11:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
53	2023-01-01	12:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
54	2023-01-01	13:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
55	2023-01-01	14:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
56	2023-01-01	15:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
57	2023-01-01	16:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
58	2023-01-01	17:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
59	2023-01-01	18:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
60	2023-01-01	19:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
61	2023-01-01	20:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
62	2023-01-01	21:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
63	2023-01-01	22:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
64	2023-01-01	23:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
65	2023-01-01	00:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min
66	2023-01-01	01:00	Home	Relax	10 min	1x	Low	Feeling relaxed	70	15 min	75	20 min	80	25 min	85	30 min	90	35 min	95	40 min	100	45 min

[illegible][illegible]

	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	2969	2970	2971	2972	2973	2974	2975	2976	2977	2978	2979	2980	2981	2982	2983	2984	2985	2986	2987	2988	2989	2990	2991	2992	2993	2994	2995	2996	2997	2998	2999	3000
--	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------

SPRING CREEK RANCH
FINAL PLAT
PLANNED DEVELOPMENT
PHASE 3
PART OF AREAS B, C, D, E AND F
SHELBY COUNTY, TENNESSEE

FISHER & ARNOLD, INC.
 5000 Camp Hill Drive • Memphis, TN 38197-0001
 Telephone • 901-666-0001 • Fax • 901-666-0002
 E-Mail • info@fisherandarnold.com

Exhibit "B"

Grand Manor District


Lots 79 – 106 of Spring Creek Ranch Planned Development, Phase 3, Part of Areas B, C, D, E and F, as more particularly shown on plat of record at Plat Book 245, Page 6, in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description of said property.



Tom Leatherwood

Shelby County Register

As evidenced by the instrument number shown below, this document
has been recorded as a permanent record in the archives of the
Office of the Shelby County Register.

	
10029947	
03/26/2010 - 09:16 AM	
40 PGS	
DEBBIES 730762-10029947	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	200.00
DP FEE	2.00
REGISTER'S FEE	0.00
WALK THRU FEE	0.00
TOTAL AMOUNT	202.00
TOM LEATHERWOOD	
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE	