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REGISTER OF DEEDS
KNOX COUNTY

PREPARED BY:

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**2nd AMENDED AND RESTATED
RESTRICTIVE COVENANTS
FOR
ROCKWELL FARM**

THIS 2nd AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS ("Declaration"), is made, published, and declared as of June 6, 2003, by and between WC Development, a Tennessee general partnership, successor in interest by merger to W.C. Development, LLC, formerly W.C. Dev., LLC, Michael C. Rhodes, LLC, and any and all Persons, as defined herein, hereafter acquiring any of the within described property;

W I T N E S S E T H :

Whereas, Developer imposed certain restrictions on property described therein by Declaration of Restrictive Covenants For Rockwell Farm dated August 7, 1997 of record in Deed Book 2259, Page 95 in the Knox County Register's Office, which instrument was amended and restated by Amended and Restated Declaration of Restrictive Covenants For Rockwell Farm dated June 2, 1998 of record in Deed Book 2289, Page 7 in the Knox County Register's Office ("1st Amended and Restated Covenants"), which instrument was subsequently amended by a First Amendment to Amended and Restated Restrictive Covenants For Rockwell Farm dated August 11, 1999 of record as instrument #199908160013346 in the Knox County Register's Office, which instrument was corrected by a Corrected First Amendment to Amended and Restated Restrictive Covenants For Rockwell Farm dated October 8, 1999 of record as instrument #199910110028726 in the Knox County Register's Office. The 1st Amended and Restated Covenants, as amended, were again amended by Supplemental Declaration of Restrictive Covenants And Amendment to Declaration of Restrictive Covenants For Rockwell Farm dated August 16, 2000 of record as instrument #200008170011838 in the Knox County Register's Office, and further amended by Supplemental Declaration of Restrictive Covenants And Amendment to Declaration of Restrictive Covenants For Rockwell Farm dated March 21, 2003 of record as instrument #200303280086573 in the Knox County Register's Office;

Whereas, pursuant to Sections 2.2 and 8.3 of the 1st Amended and Restated Covenants, Developer desires to amend the 1st Amended and Restated Covenants to correct certain errors therein, to subject additional contiguous property to the Declaration, to clarify and amend certain provisions of the Declaration, and supersede any restrictions that may presently exist with respect to the property described herein and to establish restrictions applicable to such property in accordance with the terms of this Declaration as the same may be amended from time to time in the future;

NOW, THEREFORE, in consideration of the premises above, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and Builder, with any and all persons, firms, corporations, or other entities hereafter acquiring all or any of the Properties, as herein defined, the Properties shall be subjected to the following restrictions, covenants, conditions, assessments, and liens (collectively "Restrictions") relating to the use and occupancy thereof and relating to the use, occupancy, and maintenance of such portions of the same as at present or in the future shall be designated as Common Areas, said Restrictions to be construed as covenants running with the land which shall be binding on all parties having or acquiring any right,

title, or interest in or to the Property or any part thereof and which shall inure to the benefit of each owner thereof.

ARTICLE 1 DEFINITIONS

The following words, when used in this Declaration or any amendment or supplement hereto, shall, unless the context shall clearly require to the contrary, have the following meanings:

1.1 "Additional Phases" shall mean the additional acreage that may be added to the development in one or more Phases at the sole discretion of the Developer, together with the Common Areas as shown on the Plat amendment(s) to be filed in connection therewith.

1.2 "Association" shall mean and refer to Rockwell Farm Homeowners Association, Inc., a not-for-profit corporation organized and existing, or to be organized and existing, under the laws of the State of Tennessee, its successors and assigns.

1.3 "Builder" means Michael C. Rhodes, LLC together with any and all Successor Builders, as defined herein.

1.4 "Common Area" or "Common Areas" shall mean and refer to any and all real property owned by the Association, if any, and such other property to which the Association may hold legal title, whether in fee or for a term of years, for the non-exclusive use, benefit, and enjoyment of the members of the Association, subject to the provisions hereof, and such other property as shall become the responsibility of the Association, through easements or otherwise; including any recreational areas, which may be constructed initially by the Developer or Builder or thereafter by the Association. Common Areas with respect to the properties made subject to this Declaration, whether at the time of filing of this Declaration or subsequently by Supplementary Declaration(s) shall be shown on the Plat(s) of Rockwell Farm and designated thereon as the "Common Areas" or "Open Space" or such comparable designation.

1.5 "Declaration" shall mean and refer to this 2nd Amended and Restated Declaration of Restrictive Covenants applicable to the Properties, as defined below, that is to be recorded in the Office of the Register of Deeds for Knox County, Tennessee and any Supplementary Declarations.

1.6 "Development" means Phase I, all Additional Phases and any other property Developer subjects to this Declaration.

1.7 "Developer" means WC Development, a Tennessee general partnership, together with any and all Successor Developers, as defined herein.

1.8 "Lot" shall mean and refer to any plot of land to be used for single-family residential purposed and so designated as a Lot upon the Plat.

1.9 "Member" shall mean and refer to any person who shall be an Owner and, as such, shall be a member of the Association, and shall include the Developer and Builder to the extent they own any Lot.

1.10 "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of the fee interest in any Lot or portion of a Lot, excluding, however, Developer and Builder and those parties having such interest merely as security for the performance of an obligation.

1.11 "Occupant" shall mean and refer to any person or persons in possession of a Lot or home other than an Owner.

1.12 "Person" shall mean and refer to a natural person, as well as a corporation, partnership, limited liability company, firm, association, trust, or other legal entity.

1.13 "Phase I" shall mean and refer to the initial Properties subject to the Declaration, which contains 17 Lots as shown on the plat, and the Common Areas.

1.14 "Rockwell Farm" shall mean and refer to that certain residential community known as Rockwell Farm which is being developed on real property now owned by Developer in the Town of Farragut, Knox County, Tennessee, together with such additions thereto as may from time to time be designated by Developer whether or not such additions are contiguous with or adjoining the boundary lines of Rockwell Farm, as shown on the Plat.

1.15 "Plat" shall mean and refer to the Plat of Phase I, of record in Cabinet P, Slide 34A in the Register's Office for Knox County, Tennessee, together with any amendments, additions and supplements thereto recorded upon the creation of Additional Phases or upon the commencement of construction of additional sections within a previously submitted phase.

1.16 "Properties" shall mean and refer to any and all of the certain real property now or which may hereafter be brought within that certain residential subdivision being developed by Developer in the Town of Farragut, Knox County, Tennessee, which subdivision is and shall be commonly known as Rockwell Farm.

1.17 "Successor Builder" means and refers to any Person who shall purchase one or more Lots from Developer for the purpose or constructing dwellings upon such Lots for resale.

1.18 "Successor Developer" shall mean and refer to any Person who shall acquire the right to develop or construct Phase I or Additional Phases on all or any portion of the Development adjacent to and able to be included in the general development plan of Rockwell Farm.

1.19 "Supplementary Declaration(s)" shall mean the one or more amendatory or supplementary declarations that may be recorded from time to time to create Additional Phases or to amend this Declaration as expressly permitted hereunder.

ARTICLE 2 PROPERTIES SUBJECT TO THIS DECLARATION

2.1 Initial Properties Subject to Declaration. The property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Town of Farragut, Knox County, Tennessee, and is more particularly described and shown on Exhibit A attached hereto and incorporated herein by reference.

2.2 Additional Phases. Without further assent or permit, Developer hereby reserves the right, exercisable from time to time but not later than ten (10) years after the date hereof, or the date of any Supplementary Declaration hereto, to subject all or part of other, contiguous real property to the restrictions set forth herein, in one or more Additional Phases, in order to extend the scheme of this Declaration to such property to be developed as part of Rockwell Farm and thereby to bring such additional contiguous Properties within the jurisdiction of the Association.

2.3 Supplementary Declarations. The additions herein authorized shall be made by filing of record one or more Supplementary Declarations in respect to the creation of Additional Phases or the addition of other Properties to be then subject to this Declaration and which shall extend the jurisdiction of the Association to such property and thereby

subject such addition to assessment for its just share of the Association's expenses and shall also require the filing of such additional plats as are required in the Register's Office for Knox County, Tennessee. Each Supplementary Declaration must subject the added property or additional Lots to the covenants, conditions and restrictions contained herein.

2.4 Consent to Rezoning. Every Owner shall be deemed to have consented to any rezoning of contiguous real property that may be necessary to the development of such property as part of Rockwell Farm. Owners of any Lots in the Additional Phases shall succeed to all of the rights and obligations of membership in the Association.

2.5 Extension of Development Rights to Adjacent Property. The Developer shall have the rights described in this Article II, exercisable without approval of the Association or any other person or entity. The Developer shall have the voting rights as specified hereinafter with respect to any added lots, subject to the original limitations as to duration of weighted voting.

2.6 Construction Sections. The Developer may submit more unimproved property than is immediately anticipated to be used or improved to the terms and conditions of these restrictions, in order to insure and demonstrate its intentions with respect to such property and to assure that such property will be developed subject to the covenants and the restrictions contained in this Declaration, and such land shall initially constitute one Lot. No additional "Lots" shall be deemed to have been created on such property until such time as the final plat approving construction on the new section has been approved and recorded in the Register's Office for Knox County, Tennessee. At such time as the final plat is recorded, all Lots depicted thereon, and Common Areas shown thereon, shall be owned and used in accordance with the terms of this Declaration. Subject to the provisions contained herein, each such Lot shall then be responsible for its pro rata share of the expenses of the Association and shall be entitled to the benefits of ownership set forth herein.

2.7 Association Rights. The Association may not assert as a reason to object to the new development plan the fact that existing Association facilities will be additionally burdened by the property to be added by the new development or that the type of home or size of Lot in any future development differs from that of the initial Phase I, or any subsequent Additional Phase, it being acknowledged that Developer intends to construct a wide variety of homes in terms of style, size and prices within Rockwell Farm. Developer reserves the right to modify any preliminary plan to reconfigure Lots, create additional amenities, areas or Common Areas, prior to the sale of any Lot in an Additional Phase and thereafter within an Additional Phase with the consent of the Owners of that Additional Phase only.

ARTICLE 3 ARCHITECTURAL, MAINTENANCE, AND USE RESTRICTIONS

3.1 Single-Family Residential Construction. Subject to Section 3.2 below, no building or other structure shall be erected, altered or permitted to remain on any Lot other than one (1) single-family residential dwelling of not less than 2,000 square feet of heated area (exclusive of areas situated in a garage, attic, breezeway or basement.) and shall not exceed two and one-half (2 1/2) stories in height (with the exception of basement homes which may not have more than two and one-half stories above ground). Each dwelling may have an attached private garage for not less than two (2) cars, which shall not exceed the main dwelling in height.

3.2 Approval of Plans. (a) No construction, reconstruction, remodeling, alteration, or addition of or to any structure, building, fence, wall, drive, or improvement of any nature shall be constructed without obtaining prior written approval of Developer as to the location, plans, and specifications therefor. As a prerequisite to consideration for approval, and prior to the commencement of the contemplated work, two (2) complete sets of building plans and specifications shall be submitted. Developer shall be the sole arbiter

of such plans and may withhold its approval for any reasons, including purely aesthetic reasons. It is expressly acknowledged that construction undertaken by Developer shall be conclusively deemed to comply with the foregoing. Upon giving approval, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans.

(b) At such time as Developer and Builder divest themselves of all Lots within the Development, the right of approval of plans for further construction, reconstruction, remodeling, alterations, and additions shall thereafter vest exclusively in the Association and in its Board of Directors, or such committees of the Association as shall be appointed by its Board of Directors.

(c) Developer, the Association and the individual members thereof shall not be liable for any act or omission in performing or purporting to perform the functions delegated hereunder. In the event that Developer or the Association fails to indicate its approval or disapproval within thirty (30) days after the receipt of the required documents, approval will not be required and the related covenant set out herein shall be deemed to have been fully satisfied. Approval or disapproval by Developer or the Association shall not be deemed to constitute any warranty or representation by it including, without limitation, any warranty or representation as to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations. Anything contained in this paragraph 3.2 or elsewhere in this declaration to the contrary notwithstanding, Developer and the Association are hereby authorized and empowered, at their sole and absolute discretion, to make and permit reasonable modifications or deviations from any of the requirements of this Declaration relating to the type, kind, quantity or quality of the building materials to be used in the construction of any building or improvement on any Lot and of the size and location of any such building or improvement when, in their sole and final judgment, such modifications and deviations in such improvements will go in harmony with existing structures and will not materially detract from the aesthetic appearance of the Properties and the improvements as a whole; provided, however, such modifications and deviations must remain within all applicable ordinances and regulations established by the Town of Farragut.

Developer or the Association, as the case may be, may require the submission to it of such documents and items, including as examples, but without limitation, written requests for, and descriptions of, the variances requested, plans, specifications, plot plans and samples of material(s), as either of them shall deem appropriate, in connection with its consideration of a request for a variance. If Developer or the Association shall approve such request for a variance, it shall evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Lot(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing its decision to permit the variance, describing (when applicable) the conditions on which the variance has been approved (including as examples, but without limitation, the type of alternate materials to be permitted, and alternate fence height approved or specifying the location, plans and specifications applicable to an approved outbuilding), which written instrument will be signed by Developer or the Association, as the case may be. Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either (i) written notice of disapproval from Developer or the Association or (ii) failure by Developer or the Association to respond to the request for variance. In the event Developer or the Association, or any successor to the authority thereof, shall not then be functioning, no variances from the covenants herein contained shall be permitted, it being the intention of the Developer that no variances be available except at its discretion or that of the Association. Neither Developer nor the Association shall have the authority to approve any variance except as expressly provided in this Declaration.

3.3 Structural Compliance. All structures shall be built in substantial compliance with the plans and specifications therefor, approved by Developer or the Association as provided in paragraph 3.2 above.

3.4 Improvement and Setback Restrictions. (a) No building or structure, or any part thereof, shall be located on any Lot nearer to the front line than 20 feet, the rear line than 25 feet or any side line than 10 feet, or the minimum building setback lines required by Farragut Planning Commission, Knox County, Tennessee, whichever may be more restrictive, and as may be shown on the recorded plats. For purposes of determining compliance with this requirement, porches, wing walls, eaves, and steps extending beyond the outside wall of a structure shall be considered as a part thereof. No encroachment upon any utility easements reserved on the Plat shall be authorized or permitted.

(b) To provide for uniformity and proper utilization of the building area within the Lots, dwellings or appurtenant structures on a Lot, shall not be less than a total of twenty (20) feet from the Lot lines between contiguous Lot (s) with a minimum of ten (10) feet on the closer side and ten (10) feet on the opposite side.

3.5 Re-subdivision of Lots. No Lot shall be re-subdivided, nor shall any building be erected or placed on any re-subdivided Lot, unless such re-subdivision is approved by the Developer, or Association if Developer has divested itself of all Lots in the Development, as well as any governmental authority having jurisdiction. Developer and Builder, however, shall have the right, but not the obligation, to re-subdivide into Lots, by recorded plat or in any other lawful manner, all or any part of the Properties contained within the outer boundaries of the Plat or Additional Plats. Any such re-plat must comply with pertinent replating ordinances, statutes, regulations and requirements.

3.6 Walls, Fences, and Hedges. Except any wall or fence initially constructed by Developer, no wall or fence shall be erected or maintained on any Lot nearer to the front Lot line than the front building line on such Lot, nor on corner Lots nearer to the side Lot line than the building setback line parallel to the side street. No side or rear fence, wall or hedge shall be more than six (6) feet in height. Any wall, fence or hedge erected on a Lot shall be maintained by the Owner thereof. All fencing should be constructed only of such materials and erected only on such Lots and in such a manner as shall be approved by the Developer, or Association if Developer has divested itself of all the Lots in the Development. No fence shall be constructed or maintained between the front building or setback line and the street; provided, however, the planting of hedges, shrubbery or evergreens in lieu of a fence, and extending to the front or sides of any Lot is permitted, provided such planting shall not be maintained at a height in excess of forty-two (42) inches.

3.7 Roofing Material. The roof of any building (including any garage) shall be constructed or covered with asphalt or composition type shingles. Any other type of roofing material shall be permitted only in the sole discretion of the Developer, or Association if Developer has divested itself of all Lots in the Development, upon written request.

3.8 Swimming Pools. Swimming pools shall be allowed only on lots approved by Developer, or the Association if Developer has divested itself of all Lots in the Development, and shall be located at the rear of the residence. All swimming pools shall have a perimeter enclosure, the plans for which, including landscaping plans, must be approved by Developer, or the Association if Developer has divested itself of all Lots in the Development.

3.9 Storage Tanks and Refuse Disposal. No exposed above-ground tanks or receptacles shall be permitted for the storage of fuel, water, or any other substance, except for refuse produced through normal daily living and of a nature which is satisfactory for pick-up by the Department of Public Works or its equivalent. Incinerators for garbage,

trash, or other refuse shall not be used or permitted to be erected or placed on any Lot. All equipment, coolers, and garbage cans shall be concealed from view of neighboring lots, roads, streets, and open areas.

3.10 Clothes Lines. Outside clotheslines shall not be permitted.

3.11 Signs and Advertisements. No sign, advertisement, billboard or advertising structure of any kind shall be erected upon or displayed or otherwise exposed to view on any Lot or any improvement thereon without the prior written consent of Developer, or the Association if Developer has divested itself of all Lots in the Development; provided that this requirement shall not preclude the installation by Developer of signs identifying the entire residential development and provided further that this requirement shall not preclude the placement by Owners of "For Sale" signs in the front of individual residences of such size, character, and number as shall from time to time be approved by Developer, or the Association if Developer has divested itself of all Lots in the Development. Developer, or the Association if Developer has divested itself of all Lots in the Development, shall have the right to remove any such unapproved sign, advertisement, billboard, or structure that is placed on said Lots, and in doing so, shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

3.12 Use of Temporary Structures. No structure of a temporary character, mobile home, camper, trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected, moved onto any Lot and/or used at any time as a residence, nor shall any residence of a temporary character be permitted. No structure of any kind except a dwelling house may be occupied as a residence, and the outside of any building so occupied must be completed before occupancy, including landscaping. Other structures of a permanent or semi-permanent nature may be approved from time to time in accordance with the provisions of this Article 3. Temporary structures may be used as building or sales offices and for related purposes during the construction period by Developer or its assigns.

3.13 Storage of Automobiles, Boats, Trailers and Other Vehicles. No trailers, boat trailers, travel trailers inoperative automobiles or campers shall be semi-permanently or permanently parked or stored in the public street right-of-way or forward of the front building line. Storage of such items and vehicles must be screened from public view, either within the garage or behind a fence which screens such vehicle from public view, unless otherwise approved in writing by the Developer, or the Association if Developer has divested itself of all Lots in the Development, in accordance with paragraph 3.2 above. No tractor trailers, buses, or other large commercial vehicles shall be parked on driveways or in streets within the Properties for periods of time exceeding twelve (12) hours or for more than twenty-four (24) hours in any calendar week. The foregoing shall not apply to construction vehicles of the Developer and Builder.

3.14 Outside Lighting. Outside lights at eaves and door entrances shall be permitted, but no exterior flashing or high-intensity lights, floodlights, or spotlights on the exterior of any building shall be permitted, except with the prior written approval of Developer, or the Association if Developer has divested itself of all Lots in the Development.

3.15 Maximum Height of Antenna. Unless approved by Developer, or the Association if Developer has divested itself of all Lots in the Development, no electronic antenna or device of any type other than an antenna for receiving normal or satellite (provided that the dish not exceed twenty (20) inches in diameter) television signals shall be erected, constructed, placed or permitted to remain on any Lot, house or building. Television antennas must be located to the rear of the roof ridgeline, gable or centerline of the principal dwelling, or otherwise in such a position that they will not be visible from the road. Freestanding antennae must be attached to and located behind the rear wall of the main residential structure. No antennae, either freestanding or attached, shall be permitted

to extend more than ten (10) feet above the roof of the main residential structure on the Lot, or shall be erected on a wooden pole.

3.16 Window Units. All supplements to the central air conditioning system must be used, erected, placed or maintained to the rear of the main residential structure. No window or wall type air conditioning units shall be permitted to be seen from the street view of any Lot unless approved by Developer, or the Association if Developer has divested itself of all Lots in the Development

3.17 Recreational Equipment. All playground and recreational equipment must be used, erected, placed or maintained to the rear of all Lots.

3.18 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations shall be permitted on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

3.19 Maintenance. All Lots, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by their respective Owners or Occupants. Such maintenance shall include, but not be limited to, painting, repairing, replacing, and caring for roofs, gutters, downspouts, building surfaces, patios, walkways, driveways, fences and other exterior improvements. The Owner or Occupant of each Lot shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and all trees and shrubbery pruned and cut. No Lot shall be used for storage of material and equipment, except for normal residential material and equipment, and except as incident to construction of improvements thereon as herein permitted. The accumulation of garbage, trash, or rubbish of any kind and the burning (except as permitted by law) of any such materials is prohibited. In the event of default on the part of the Owner or Occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, Developer or the Association, subject to approval of its Board of Directors, may enter upon said Lot, repair, maintain and restore the same, cut or prune or cause to be cut or pruned, such weeds, grass, trees and shrubbery and remove or cause to be removed, such garbage, trash and rubbish or do anything necessary to secure compliance with these restrictions and to place said Lot in a neat, attractive, healthful and sanitary condition. In so doing, Developer or the Association shall not be subject to any liability for trespass or otherwise. All costs incurred in any such repair, maintenance, restoration, cutting, pruning or removal shall be charged against the Owner of such Lot as the personal obligation of such Owner and as a lien upon the Lot, enforceable and collectible in the same manner and to the same extent as a maintenance assessment. Any Occupant of such Lot shall be jointly and severally liable with the Owner for the payment of such cost.

Developer or the Association shall contract with one (1) or more landscaping services to provide grass cutting, lawn maintenance, proper care for all trees, shrubbery and other landscaping, and other necessary maintenance services for the Common Areas, provision for which shall be made in the monthly or annual assessments.

3.20 Damage, Destruction or Maintenance. In the event of damage or destruction to any structure located on the Properties, the respective Owner thereof agrees as follows:

(a) In the event of total destruction, the Owner shall promptly clear the Lot of debris and leave the same in a neat and orderly condition. Within 60 days of any insurance settlement, the Owner must commence to rebuild and reconstruct the structure. Any such rebuilding and reconstruction shall be accomplished in conformity with the plans and specifications of the original structure so destroyed, subject to any changes or modifications

as approved by Developer or the Association, as the case may be, in accordance with Article III hereof.

(b) In the case of partial damage or destruction, the Owner shall, as promptly as an insurance adjustment may be made, cause the damage or destruction to be repaired and restored in a first class condition in accordance with the plans and specifications of the original structure and in conformity with its original exterior painting and decor. Any change or alteration must be approved by the Developer or the Association, as the case may be, in accordance with Article III hereof. In no event shall any damaged structure be left unprepared and unrestored for in excess of sixty (60) days, from the date of the insurance adjustment.

(c) If the correction of a maintenance or repair problem incurred on one Lot necessitates construction work or access on another Lot, both Owners shall have an easement on the property of the other for the purpose of this construction. Each party shall contribute to the cost of restoration thereof equally, unless such damage was caused by the fault of an Owner, in which event the Owners shall allocate the cost of restoration in proportion to the relative fault of the parties.

3.21 Use of Premises. Each Lot shown on the Plat, shall be used only for private, single-family residential purposes and not otherwise. Notwithstanding the foregoing, Developer may maintain, as long as it owns property in or upon any portion of the Properties, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation, offices, storage areas, model units and signs, and Developer may use, and permit builders (who are at the relevant time building and selling houses in the development) to use, residential structures, garages or accessory buildings for sales offices and display purposes, but all rights of Developer and of any builder acting with Developer's permission under this sentence, shall be operative and effective only during the construction and sales period within the area, and this provision may not be amended, altered or repaired without the prior consent of the Developer regardless of the time of such amendment or alteration..

3.22 Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, pastured, or maintained on any Lot, except household pets such as small dogs and cats which may be kept thereon in reasonable numbers as pets for the sole pleasure of the Owner or Occupant, but not for any commercial use or purpose.

3.23 Nuisances and Unightly Materials. No house or other structure on any Lot shall be used for any business or commercial purpose. Each Owner or Occupant shall refrain from any act or use of his Lot which could reasonably cause embarrassment, discomfort, annoyance, or nuisance to others. No noxious, offensive, or illegal activity shall be carried on upon any Lot. No motorcycle, motorbike, motor scooter, or any other unlicensed motorized vehicle shall be permitted to be operated on or in the Common Areas. No Lot shall be used, in whole or in part, for the storage of rubbish of any character whatsoever; nor shall any substance, thing, or material be kept upon any Lot which will emit foul or noxious odors or which will cause any noise that will or might disturb the peace and quiet of the Owners or Occupants of surrounding Lots or property. The foregoing shall not be construed to prohibit the temporary deposits of trash and other debris for pick-up by garbage and trash removal service units.

3.24 Hobbies and Activities. - The pursuit of any inherently dangerous activity or hobby, including, without limitation, the assembly and disassembly of motor vehicles or other mechanical devices, the shooting of firearms, fireworks, or pyrotechnic devices of any type or size, and other such activities shall not be pursued or undertaken on any part of any Lot or upon the Common Areas without the consent of the Association.

3.25 Visual Obstruction at the Intersection of Public Streets. - No object or thing which obstructs sight lines at elevations between two (2) feet and six (6) feet above

the surface of the streets shall be placed, planted or permitted to remain on any corner Lot within the triangular area formed by placing a straight line from one curb line to the other at points twenty-five (25) feet from the junction of the street curb lines.

3.26 Governmental Restrictions. Each Owner shall observe all governmental building codes, health regulations, zoning restrictions, building permit procedures and other regulations applicable to his Lot. In the event of any conflict between any provision of any such governmental code, regulation, or restriction and any provisions of this Declaration, the more restrictive provision shall apply.

3.27 Roads. It shall be obligatory upon all owners of the Lots in this subdivision to consult with the Town of Farragut Engineer, or their equivalent before any driveways, culverts, other structures or grading are constructed within the limits of any dedicated roadway, and such placement or construction shall be done in accordance with the requirements of the said agencies having jurisdiction over such roads in order that the roads or streets within the subdivision which would be affected by such placement or construction may not be disqualified for acceptance by the Town of Farragut into the public road system.

3.28 Easement for Roads. The right is expressly reserved to the Developer and Owners, their representatives, heirs, successors and assigns, to construct all streets, roads, alleys, or other public ways as now, or hereafter may be, shown on the Plat or Additional Phase plats, at such grades or elevation as they, in their sole discretion, may deem proper; and, for the purpose of constructing such streets, roads, alleys or public ways, they additionally, shall have an easement, not exceeding (10) feet in width, upon and along each adjoining Lot, for the construction of proper bank slopes in accordance with the specifications of the government body or agency having jurisdiction over the construction of public roads; and no Owner of any Lot shall have any right of action or claim for damages against anyone on account of the grade or elevation at which such road, street, alley or public way may hereafter be constructed, or on account of the bank slopes constructed within the limits of the said ten (10) foot easement.

ARTICLE 4 ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

4.1 Membership. Every person or entity who is the Owner of record of a fee interest in any Lot shall be a Member of the Association, subject to and bound by this Declaration and the Association's Articles of Incorporation, the By-Laws of the Association and such rules and regulations as may be adopted by the Association. When any Lot is owned of record in any form of joint ownership, the membership as to such Lot shall be joint and the rights of such membership (including the voting power arising therefrom) shall be exercised only as stipulated in Section 4.2 below.

4.2 Voting and Voting Rights. The voting rights of the membership shall be appurtenant to the ownership of the Lot. The Owner of each Lot shall be entitled to one (1) vote; provided that Developer or Builder shall be entitled, for each Lot that it owns, to three (3) votes until the later of (i) such time as seventy-five percent (75%) of the Lots subjected to this Declaration by this instrument or by any Supplementary Declaration have been sold by them, or (ii) five (5) years from the date hereof or the date of the last such Supplementary Declaration, after which time Developer and Builder shall have only one (1) vote for each Lot that it owns. When two (2) or more persons hold an interest in any Lot as Owners thereof, all such persons shall be Members. The vote for such Lot shall be exercised by one (1) of such persons as proxy or nominee for all persons holding an interest as Owners in the Lot and in no event shall more than one (1) vote be cast with respect to any Lot, except as provided above with respect to Developer and Builder.

4.3 Method of Voting. Members shall vote in person or by proxy executed in writing by the member. No proxy shall be valid after eleven (11) months from the date of



its execution or upon conveyance by the Member of his Lot. No proxy shall be valid unless promulgated by the Board of Directors as an official proxy. A corporate Member's vote shall be cast by the President of the Member corporation or by any other officer or proxy appointed by the President or designated by the Board of Directors of such corporation. Voting on all matters except the election of directors shall be by voice vote or by show of hands unless Members holding a majority of the voting power present at the meeting shall, prior to voting on any matter, demand a ballot vote on that particular matter. Where directors or officers are to be elected by the Members, the official solicitation of proxies for such elections may be conducted by mail.

4.4 First Meeting of Members. The first regular annual meeting of the Members may be held, subject to the terms hereof, on any date, at the option of the Board of Directors; provided, however, that the first meeting may (if necessary to comply with Federal Regulations) be held no later than the earlier of the following events; (i) four months after all of the Lots have been sold by the Developer; or (ii) six years following conveyance of the first Lot by the Developer.

4.5 Working Capital Fund. There may be established a working capital fund equal to three months' assessments for each Lot. Each Lot's share of the working capital fund shall be collected and transferred to the Association at the time of closing of the sale of each Lot and maintained in an account for the use and benefit of the Association. Amounts paid into the fund shall not be considered as advance payment of regular assessments. The purpose of the fund is to insure that the Association will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Board of Directors.

4.6 Acceptance of Development. By the acceptance of a deed to a Lot, any purchaser of a Lot shall be deemed to have accepted and approved the entire plans for Rockwell Farm development, and all improvements constructed by that date, including, without limitation, the utilities, drains, roads, sewers, landscaping, Common Area amenities, and all other improvements as designated on the Plat, and as may be supplemented by additional plats for Additional Phases. Such purchaser agrees that all improvements constructed after the date of purchase consistently with such plans, and of the same quality as the then existing improvements, shall be accepted.

ARTICLE 5 COMMON AREA PROPERTY RIGHTS AND MAINTENANCE ASSESSMENTS

5.1 Common Areas. Each Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to each Lot as designated upon the Plat or plats for Additional Phases, subject only to the provisions of this Declaration and the Articles of Incorporation, By-Laws, and rules and regulations of the Association, including, but not limited to, the following;

(a) The right of the Association to limit the use of the Common Areas to Owners or Occupants of Lots, their families and their guests;

(b) The right of the Association to suspend voting privileges and rights of use of the Common Areas for any Owner whose assessment against his Lot becomes delinquent; and

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed upon by the Association by Member vote; provided that no such dedication or transfer shall be effective unless the Members entitled to cast at least three-fourths (3/4) of the votes agree to such dedication or transfer and signify their agreement by a signed and recorded written document; and provided further that this

paragraph shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of electrical, telephone, cablevision, water and sewerage, utilities, and drainage facilities upon, over, under, and across the Common Areas without the assent of the membership when such easements are requisite for the convenient use and enjoyment of the Properties. The Developer shall also have the right to cause the Association to convey any property, if necessary to cure any setback or other building regulation violation, provided that the total amount of common Area shall not be diminished and such transfer is done in accordance with all applicable regulations.

(d) Notwithstanding anything herein to the contrary, no Owner shall be subject to absolute liability for damage or destruction to any Lot or the Common Areas.

(e) While the Developer or Builder may retain legal title to and power to control the Common Areas during the periods Common Areas are being developed, it is intended that following such periods the legal title to land included within the Common Areas will be conveyed and transferred by Developer or Builder to the Association. However, the Association shall at all times have legal responsibility as equitable owner of said Common Areas; subject, however, to easements or other agreements that may exist with respect to the Common Areas.

5.2 Assessment for Maintenance of Common Areas. For each Lot owned within the development, every Owner covenants and agrees, and each subsequent Owner of any such Lot, by acceptance of a deed therefor, shall be deemed to covenant and agree, to pay to the Association monthly or annual assessments or charges for the creation and continuation of a maintenance fund in amounts to be established from time to time by the Board of Directors of the Association in order to maintain, landscape, and beautify the Common Areas, to promote the health, safety, and welfare of the residents of the community, to pay taxes, if any, assessed against the Common Areas, to procure and maintain insurance thereon, to employ attorneys, accountants, and security personnel, and to provide such other services as are not readily available from governmental authorities having jurisdiction over the same. In addition, the Owner of each Lot and each subsequent Owner thereof, by acceptance of his deed, covenants and agrees to pay special assessments as approved by the Association's membership in the manner hereinafter provided.

5.3 Creation of Lien and Personal Obligation of Assessments. In order to secure payment of assessments, both monthly or annual and special, as the same become due, there shall arise a continuing lien and charge against each Lot (excluding Lots owned by the Developer or Builder), the amount of which shall include interest at the maximum effective rate allowed by law, costs, and reasonable attorney's fees to the extent permissible by law. Each such assessment, together with such interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time the assessment became due; the lien provided for herein, however, shall be subordinate to the lien of any first deed of trust (sometimes hereinafter called "mortgage") on any Lot if, but only if, all such assessments made with respect to such Lot having a due date on or prior to the date such first mortgage is filed for record have been paid. The lien and pertinent charge hereby subordinated is only such lien and charge as relates to assessments authorized hereunder having a due date subsequent to the date such first mortgage is filed of record and prior to the satisfaction, cancellation, or foreclosure of the same, or the transfer of the mortgaged property in lieu of foreclosure. The sale or transfer of any Lot shall not affect any assessment lien. The sale or transfer of any Lot that is subject to any first mortgage, pursuant to a foreclosure thereof, or under power of sale, or any proceeding in lieu of foreclosure thereof, shall extinguish the lien to the extent such lien is subject to the mortgage as provided herein, but shall not extinguish the personal obligation of any former title holder, as to payments that became due prior to such sale or transfer and subsequent to the recordation of the first mortgage that has been foreclosed, but the Association shall have a lien upon the proceeds from foreclosure or sale, which lien shall be junior only to the lien of the foreclosed first mortgage. No sale or transfer shall

relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

5.4 Levy of Assessments. The Board of Directors of the Association shall fix the commencement date for monthly or annual assessments on the first day of the month following the conveyance of the first Lot to an Owner and shall provide for a partial assessment between the commencement date and the end of the calendar year next following. Thereafter, monthly or annual assessments shall be levied by the Board of Directors of the Association, by action taken on or before December 1 of each year for the ensuing year. The Board, in its discretion, may provide for the periodic payment of such assessments. Additional or special assessments may be levied in any year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, if any, including fixtures and personal property related thereto; provided that the same are first approved by the Board of Directors of the Association, recommended to the membership, and subsequently approved by affirmative vote of Members entitled to cast at least two-thirds (2/3) of the votes at a meeting of the Members duly held for that purpose. Written notice of the monthly, annual or special assessment shall be mailed (by U.S. first class mail) to every Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid and the amount of any delinquencies. The Association shall not be required to obtain a request for such certificate signed by the Owner, but may deliver such certificate to any party who in the Association's judgment has a legitimate reason for requesting the same. The Developer and Builder shall be exempt from all assessments of any nature.

5.5 Maximum Annual Assessment. Until otherwise established by the Board of Directors of the Association as set forth herein, an initial fee upon the sale or resale of any Lot (exclusive of sales to a Developer or Builder) shall be Two Hundred and Fifty (\$250.00) Dollars. Further, the annual assessment shall for each Lot shall be Four Hundred (\$400.00) Dollars per year per Lot. The Association at its option may allow the payment of the annual assessment on an annual, semi-annual, quarterly or monthly basis. From and after one year from the date hereof, the maximum annual assessment for the ensuing year shall not exceed 110% of the preceeding year's maximum annual assessment without approval of the Association's membership as provided in this Seciton. In the event the Board of Directors determines that an increase in excess of such amount is required, the amount of assessment exceeding such limitation shall be automatically effective thirty (30) days after the Association sends written notice to each Owner of the amount and necessity of such increased assessment unless (i) the Association receives written objection to such increased assessment by Members holding more than fifty percent (50%) of the votes eligible to be cast by Members of the Association within such thirty (30) day period or (ii) a special meeting of Members is called within such thirty (30) day period and the excess assessment is disapproved by a like vote of the Members at such meeting.

5.6 Rate of Assessment. All Lots in the development shall commence to bear their assessments simultaneously, except that Lots owned by the Developer or Builder do not accrue liability for assessments of any nature while owned by the Developer or Builder.

5.7 Effect of Non-Payment of Assessments and Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum effective rate then allowed by law. The Association, its agent or representative, may bring an action at law or in equity against the Owner personally obligated to pay the same, and/or may foreclose the lien against the Lot to which the assessment relates, and the fees, costs and expenses of any such action or foreclosure shall be added to the amount of such assessment to the extent allowed by law. No owner may avoid liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

5.8 Insurance. (a) The Board of Directors of the Association shall determine what insurance and in what amounts shall be necessary for the operation of Rockwell Farm. Until such time as all of the Common Areas of Rockwell Farm are improved, it is anticipated that the only insurance necessary for the operation of the Association shall be general liability insurance for claims arising out of the use of the Common Areas.

(b) In the event that the Board of Directors determines that it will be in the best interest of the Association to obtain insurance on any improvements owned by the Association, the Association shall obtain fire and extended coverage insurance covering all such improvements and all personal property, equipment, fixtures and supplies owned by the Association. The face amount of such policy or policies shall not be less than one hundred percent (100%) of the current replacement cost of the property required to be covered by this Section. Such policy shall contain and agreed amount and an inflation guard endorsement, if such can be reasonably obtained, and also construction code endorsements, such as demolition costs, contingent liability from operation of building endorsement and increased cost of construction machinery coverage endorsements, if applicable. The insurance policies so purchased shall be purchased by the Association for the use and benefit of individual Owners and their mortgages. The Association shall issue certificates of insurance to each Owner showing and describing the insurance coverage for the interest of each Owner, and shall develop procedures for the issuance, upon request, of a copy of the policy together with standard mortgage endorsement clauses for the mortgages of Owners. To the extent reasonably available, such policy shall waive right of subrogation against Owners, the Association, and all agents of the Association. The insurance policies purchased by the Association shall also provide, to the extent reasonable available, that the insurance will not be prejudiced by any acts or omissions of Owners that are not under the control of the Association, and that such policies will be primary even if the Owner has other insurance that covers the same loss. The insurance policy shall also provide that any applicable insurance trust agreement will be recognized.

(c) If available at reasonable cost, as determined in the sole discretion of the Board of Directors, directors and officers liability insurance shall be purchased in amount determined by the Board of Directors. It is presently agreed that coverage in the amount of Two Hundred and Fifty Thousand and no/100 Dollars (\$250,000.00) per occurrence would be a reasonable amount of such coverage.

ARTICLE 6 EASEMENTS

6.1 General. The Lots and Common Areas in the Properties subject to this Declaration shall be subject to all easements shown or set forth on the Plat and plats for Additional Phases.

6.2 Development and Construction. Developer hereby reserves an easement upon, over, and across the Common Areas for purposes of access, ingress, and egress over to and from the common areas during the period of construction of residences on adjacent Lots. Developer hereby reserves an easement for any permanent improvements constructed on any property owned by Developer which serves or benefits more than one Lot, irrespective of whether a separate easement has been granted or recorded as to such improvements. Provided, however, no such easement shall limit or reduce the building envelope of such lot. Developer shall be responsible for and shall repair all damage to the Common Areas arising out of or resulting from its development of the properties and construction of residences on the Lots.

6.3 Emergency. There is hereby reserved, without further assent or permit, a general easement over, and across all Lots and the Common Areas to all policeman and security guards employed by Developer or by the Association, firemen, ambulance personnel, and all similar personnel in the performance of their respective duties.



6.4 Utilities. Easements for the installation and maintenance of utilities are reserved as shown and provided for on the Plat or plats for Additional Phases or by separate instrument, and no structure of any kind shall be erected upon any of said easements.

ARTICLE 7
MORTGAGEE RIGHTS AND GOVERNMENTAL REGULATIONS

7.1 Special Actions Requiring Mortgagee Approval. Notwithstanding anything herein to the contrary, unless at least seventy-five percent (75%) of the first mortgages (based upon one vote for each first mortgage owned) and seventy-five percent (75%) of Owners of the individual Lots have given their prior written approval, the Association shall not be entitled to:

- (a) By act or omission, seek to abandon or terminate the restrictions declared herein;
- (b) Partition or subdivide any Lot;
- (c) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common facilities. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common facilities by Rockwell Farm shall not be deemed to transfer within the meaning of this clause;
- (d) Use hazard insurance proceeds for losses to any common facilities for other than the repair, replacement or reconstruction of such improvements, except as provided by statute.

7.2 Special Rights of Mortgagees. A first mortgagee, or beneficiary of any deed of trust shall be entitled to the following special rights;

- (a) Upon request, such first mortgagee is entitled to written notification from the Association of any default in the performance of any individual Owner of any obligation under these restrictions which is not cured by such Owner within sixty (60) days.
- (b) Any first mortgagee shall have the right to examine the books and records of the Association during regular business hours, upon their request.

7.4 Notices of Mortgages. Any Owner who mortgages his ownership interest shall notify the Association in such manner as the Association may direct, of the name and address of his mortgagee and thereafter shall notify the Association of the payment, cancellation or other alteration in the status of such mortgage. The Association shall maintain such information in a book entitled "Mortgages."

7.5 Copies of Notices to Mortgage Lenders. Upon written request delivered to the Association, the holder of any mortgage of any ownership interest or interest therein shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner whose ownership interest or interest therein is subject to such mortgage.

7.6 Further Right of Mortgagees.

(a) No Owner or any other party shall have priority over any rights of the first mortgages pursuant to their mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of common facilities.

(b) Any agreement for the professional management for the Association, whether it be by the Developer, its successors and assigns, or any other person or entity, may be terminated on ninety (90) days written notice and the terms of any such contract shall so provide and shall not be of a duration in excess of three (3) years.

(c) The Association shall give to the FHLMC, the VA or the FHA or any lending institution servicing such mortgages as are acquired by the any of the foregoing, notice in writing of any loss to or the taking of the common facilities if such loss or taking exceeds Ten Thousand Dollars (\$10,000.00). The Association may rely on the information contained in the book entitled "Mortgages" as must be established pursuant to this Declaration for a list of mortgages to be notified hereby.

ARTICLE 8 GENERAL PROVISIONS

8.1 Exercise of Powers. Until such time as the Association is formed and its Board of Directors is elected, Developer shall exercise any of the powers, rights, duties, and functions of the Association and/or its Board of Directors.

8.2 Duration. The foregoing Restrictions shall be construed as covenants running with the land and shall be binding and effective for fifty (50) years from the date hereof, at which time they shall be automatically extended for successive periods of ten (10) years each unless it is agreed by vote of a majority of the then Owners of the Properties to alter, amend, or revoke the Restrictions in whole or in part. Every purchaser, or subsequent grantee of any interest in the Properties made subject to this Declaration, by acceptance of a deed or other conveyance thereof, agrees that the restrictions set forth in this Declaration may be extended as provided in this paragraph 8.2.

8.3 Amendment. Except as provided below, the provisions of this Declaration may be amended by Developer, without joinder of the Owner of any Lot, for a period of five (5) years from the date of recordation of this Declaration. Thereafter this Declaration may be amended by the affirmative vote of at least three-fourths (3/4) of the Owners whose Lots are then subject hereto (for this purpose only Developer and Builder shall be considered Owners with voting rights as provided herein with respect to each Lot owned by Developer or Builder). No such amendment shall become effective until the instrument evidencing such change has been filed of record. Notwithstanding the foregoing, the Owners of Lots then subject hereto shall have no right to amend the provisions hereof to directly or indirectly (i) subject any Lot owned by Developer or Builder to any assessment or charge of any kind or nature or (ii) alter in any manner Developer or Builder's voting rights.

Developer reserves the right to file any amendments that may be necessary to correct clerical or typographical errors in this Declaration, and to make any amendments that may be necessary to conform the Declaration with regulations of the Federal Home Loan Mortgage Corporation, Federal Housing Administration, the Veteran's Administration or other applicable regulations that may be necessary to assure Lender approval of the development.

8.4 Enforcement. If any person, firm or corporation shall violate or attempt to violate any of these restrictions, it shall be lawful for the Association or any other person, firm or corporation owning any property within the Development to bring an action against the violating party at law or in equity for any claim which these Restrictions may create in such other Owner or interested party either to prevent said violation or to recover damages from such person, firm or corporation for such violation. The provisions of this paragraph 8.4 are in addition to and separate from the rights of the Association to collect Association fees. Any failure by Developer, the Association or any property Owner to enforce any of said covenants and restrictions or other provisions shall in no event be deemed a waiver of the right to do so thereafter. Invalidation of any one or more of these restrictions by judgment or court order shall neither affect any of the other provisions not expressly held to be void nor the provisions so voided in circumstances or applications other than those expressly invalidated. Should any aggrieved Owner, the Developer or the Association employ counsel to enforce any of the foregoing covenants or Restrictions, the prevailing

party in any legal action shall be entitled to recover from the losing party the attorneys fees and expenses incurred in such action.

8.5 Headings and Binding Effect. Headings are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraphs to which they refer. The covenants, agreements and rights set forth herein shall be binding upon and inure to the benefit of the respective heirs, executors, successors and assigns of the Developer and all persons claiming by, through or under Developer.

8.6 Unintentional Violation of Restrictions. In the event of unintentional violation of any of the foregoing Restrictions with respect to any Lot, the Developer or its successors reserves the right (by and with the mutual written consent of the owner or owners for the time being of such Lot) to change, amend, or release any of the foregoing restrictions as the same may apply to that particular Lot.

8.7 Books and Records. The Books and records of the Association shall, during reasonable business hours, be subject to inspection by any Member upon five (5) days prior notice. The Charter, the By-laws of the Association, and this Declaration shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

8.8 Conflicts. In the event of any conflict between the provisions of this Declaration and the By-laws of the Association, the provisions of this Declaration shall control.

8.9 Binding Effect. The provisions of this Declaration shall be binding upon and shall inure to the benefit of the respective legal representatives, successors and assigns of Developer and Builder and all persons claiming by, through, or under Developer or Builder.

8.10 Severability. The invalidity or unenforceability of any provision of this Declaration shall not affect the validity or enforceability of any other provision of this Declaration.

[Signature Page Follows]

IN WITNESS WHEREOF, Developer and Builder have caused this Declaration to be executed as of the day and date first above written.

WC DEVELOPMENT

By: [Signature]
Title: Gen Partner

MICHAEL C. RHODES, LLC

By: [Signature]
Title: chief manager

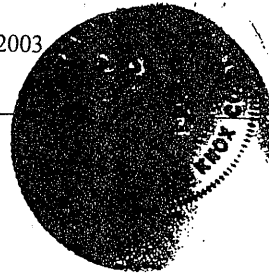
STATE OF TENNESSEE
COUNTY OF KNOX

Before me, a Notary Public of the State and County aforesaid, personally appeared **Beverly Linkous**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged herself to be a general partner of **WC Development**, a Tennessee general partnership, the within named bargainor, and that she, as such general partner, is authorized by the partnership to execute the foregoing instrument for the purposes therein contained by signing the name of the partnership as general partner.

Witness my hand and seal this 10th day of June, 2003

[Signature]
Notary Public

My Commission Expires: 03/10/2004



STATE OF TENNESSEE
COUNTY OF KNOX

Before me, the undersigned authority, a Notary Public in and for said county and state, personally appeared the within named bargainor, **Michael C. Rhodes**, 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 Chief Manager of **Michael C. Rhodes, LLC**, the within named bargainor, a limited liability company, and that he as such manager being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of said limited liability company by himself as such Chief Manager.

Witness my hand and official seal at office in the aforesaid county, this 10th day of June, 2003.

[Signature]
Notary Public

My Commission expires: 03/10/2004

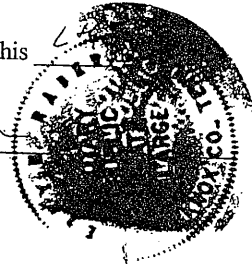


EXHIBIT A
TO
2ND AMENDED AND RESTATED DECLARATION OF RESTRICTIVE
COVENANTS

TRACT I: SITUATED in District No. Six (6) of Knox County, Tennessee, and without the corporate limits of the City of Knoxville, Tennessee, and being known and designated as Rockwell Farms, Unit 1, as shown by map of same of record in Map Cabinet P, Slide 34A, in the Knox County Register's Office, said property being more particularly described as shown on map aforesaid, to which map specific reference is hereby made for a more particular description.

TRACT II: SITUATED in District No. Six (6) of Knox County, Tennessee, and without the corporate limits of the City of Knoxville, Tennessee, and being known and designated as Rockwell Farms, Unit 2, as shown by map of same of record in Map Cabinet P, Slide 180C, in the Knox County Register's Office, said property being more particularly described as shown on map aforesaid, to which map specific reference is hereby made for a more particular description.

TRACT III: SITUATED in District No. Six (6) of Knox County, Tennessee, and without the corporate limits of the City of Knoxville, Tennessee, and being known and designated as Rockwell Farms, Unit 3, as shown by map of same of record in Map Cabinet P, Slide 359A, in the Knox County Register's Office, said property being more particularly described as shown on map aforesaid, to which map specific reference is hereby made for a more particular description.

All lots in Rockwell Farm, Unit 4, as shown on the plat recorded as Instrument No. 200006290/0440050 in the Knox County Register's Office.

All lots in Rockwell Farm, Unit 5, as shown on the plat recorded as Instrument No. 200303190083352 in the Knox County Register's Office.

SITUATED in District No. 6 of Knox County, Tennessee, and being more fully described as follows:

BEGINNING at an iron pin in the East line of Dixon Road, said iron pin being located at the Southwesternmost corner of of the property identified as Rockwell Farms Subdivision, Unit 5, as shown on the plat recorded as Instrument No. 200303190083352, in the Knox County Register's Office; thence from said point of BEGINNING, and along the South line of Rockwell Farms Subdivision, Unit 5, three calls and distances as follows: South 84 deg. 35 min. 15 sec. East, 287.92 feet to an iron pin; thence south 82 deg. 42 min. 20 sec. East, 24.43 feet to an iron pin; thence South 76 deg. 08 min. East, 685.25 feet to an iron pin in the line of Fort West Subdivision; thence with said line, South 04 deg. 34 min. West, 935.83 feet to an iron pin corner to Montgomery; thence with the line of Montgomery, North 85 deg. 24 min. 30 sec. West, 911.93 feet to an iron pin corner to other property of Horton; thence with said line, four calls and distances as follows: North 09 deg. 56 min. East, 129.48 feet to an iron pin; thence North 09 deg. 59 min. East, 126.41 feet to an iron pin; thence North 09 deg. 59 min. East, 128.02 feet to an iron pin; thence North 09 deg. 59 min. East, 126.41 feet to an iron pin; thence North 84 deg. 30 in. West, 376.20 feet to an iron pin in the East line of Dixon Road; thence with Dixon Road, North 08 deg. 07 min. East, 618.48 feet to an iron pin; thence North 10 deg. 02 min. East, 57.06 feet to the point of BEGINNING.

The foregoing description was prepared from the survey of Jim W. Sullivan, RLS No. 1306.