

Declaration of Covenants, Conditions, and Restrictions for the Brookstone Homeowner's Association Mount Juliet, Tennessee

From January 18, 2018 forward all current Brookstone Homeowner's Association members are grandfathered under the Declaration of Covenants, Conditions and Restrictions for the Brookstone Subdivision, dated January 18, 2018.

WHEREAS, Declarant (Brookstone Developments, LP) is the owner of certain tract of land platted and described as Brookstone Subdivision a cluster residential development located in Wilson (the "County"), Mt. Juliet, Tennessee, according to the plat thereof (the "Plat", which term shall include the original and subsequent replats of Brookstone,) recorded in Book 18, Page 208, of the Register's Office of Wilson County, (the "County"), Tennessee;

WHEREAS, Declarant has established a cluster residential development and has subdivided the property into single-family lots as shown on the Plat. Declarant desires to create thereon an exclusive residential community to be named Brookstone, with permanent greenbelts, pool, clubhouse, tennis court, and open space for the benefit of the said community through the granting of specific rights, privileges, and easements of enjoyment which may be shared and enjoyed by all residents of Brookstone, Phase One and any annexed phases;

WHEREAS, Declarant desires to insure the attractiveness of the individual lots and community facilities within Brookstone Subdivision and to provide for the maintenance and operation of said common areas and open space; and

WHEREAS, Declarant desires that such community facilities be owned, maintained, and administered exclusively for the benefit of all residents of Brookstone Subdivision including any annexed places; and

WHEREAS, Brookstone Homeowner's Association, Inc. (hereinafter sometimes referred to as the "Association"), has been incorporated under the laws of the State of Tennessee, as a non-profit corporation, for the purpose of exercising the functions aforesaid within the property described and referred to in Article II of this Declaration; and

WHEREAS, All rights and privileges of the original "Developer" and "Declarant", except as modified herein, found in the Covenants, Conditions and Restrictions for Brookstone Subdivision shall be extended to current "Declarant" with respect to Lot Numbers 12-21, 39-79, and 91-141, Exhibit One, until all lots in inventory (developed and undeveloped) are sold by the current "Declarant".

WHEREAS, Property designated as "Common Areas" (See Exhibit One) owned by Declarant shall be conveyed in fee simple absolute to Association with the consent of the Board of Directors of Association at such time that Declarant determines that said "Common Areas" will no longer be needed for development purposes or until last Lot has been sold by Declarant, whichever occurs first.

NOW, THEREFORE, the Declarant declares that the real property described in Article II of this Declaration is and shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Declaration and to the covenants, conditions, easements and restrictions hereinafter set forth. Every grantee of any interest in such real property, by acceptance of a deed or other conveyance of such interest, whether or not it shall be so expressed in any such deed or other conveyance, whether or not such deed or other conveyance shall be signed by such person and whether or not such person shall otherwise consent in writing, shall take subject to this Declaration and to the covenants, conditions, and restrictions hereof and shall be deemed to have assented to said covenants, conditions and restrictions.

ARTICLE I: Definitions

Section 1. Definitions. The following words when used in this Declaration, unless the context shall prohibit, shall have the following meanings:

(a) "Association" shall mean and refer to the Brookstone Homeowners Association, Inc., a non-profit corporation under the laws of the State of Tennessee, incorporated and organized for the purpose of owning, maintaining, and administering the Association Properties and facilities and administering and enforcing the covenants and restrictions related to the ownership of the individual living units.

(b) "Brookstone Subdivision" shall mean and refer to all that tract or parcel of land described in Article II of this Declaration.

(c) "Association Properties" shall mean and refer to all lands referred to as "common area" in Brookstone which means all real or personal property owned by the Association for the common use and enjoyment of the owners, which property is more specifically described in Exhibit "A", as well as all lands, improvements and other properties hereafter owned, leased or in the possession of the Association.

(d) "Lot" shall mean and refer to any plot of land shown as a numbered parcel on the plat or survey referred to in Article II of this Declaration, as the same may be revised, modified or amended from time to time.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any lot, excluding, however, those persons having such interest merely as security for the performance of an obligation.

(f) "Declarant" shall mean Robinson Properties, L.P., or Brookstone Developments, L.L.C., acting alone or in any combinations of the aforementioned entities, its successors or assigns. Offices of Declarant, for the purposes of notification shall be 1400 N Mount Juliet Road, Ste 200, Mount Juliet, TN 37122-1509.

(g) "Mortgage" shall mean and refer to any security instrument by means of which title to property is conveyed or encumbered to secure a debt.

(h) "Mortgagee" shall mean and refer to any one or more persons who hold a recorded or unrecorded mortgage or mortgages.

(i) "Unit" shall mean each individual living unit located on each lot.

(j) The Brookstone Homeowner's Association Board of Directors and Declarant have the authority to amend and/or modify these Covenants, Conditions and Restrictions with unanimous vote by all members of the Board and Declarant. If no consensus can be made the Board may elect to solicit the approval of the Unit Owners, meaning the Owners presently living in Brookstone Subdivision and eligible to vote. A vote of fifty-one percent (51%) of Unit Owners

who are eligible and choose to participate in the voting procedures, in person or by proxy, will have to ability and authority to amend or modify the current Covenants, Conditions and Restrictions. Changes made without the consensus of the Board and Declarant shall not apply to Declarant but shall be binding after Declarant conveys property to a third party.

ARTICLE II: Property Subject To This Declaration

Section 1. Property hereby Subjected to this Declaration. The real property which is and shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Declaration is that certain tract of land in Wilson County, State of Tennessee, subdivided as

- (a) Brookstone Phase I, recorded in Plat Book 18, page 208
- (a) Brookstone Phase II, Section 1, recorded in Plat Book 19, page 220
- (a) Brookstone Phase I, Section 1, recorded in Plat Book 19, page 55
- (a) Brookstone Phase IV, Section 1, recorded in Plat Book 20, page 298
- (a) Brookstone Phase IV, Section 1, recorded in Plat Book 20, page 507
- (a) Brookstone Phase II, Section 2, recorded in Plat Book 20, page 577
- (a) Brookstone Phase VI, recorded in Plat Book 21, page 331
- (a) Brookstone Phase V, Section 1, recorded in Plat Book 21, page 395
- (a) Brookstone Phase VI, recorded in Plat Book 21, page 490
- (a) Brookstone Phase V, Section 1, recorded in Plat Book 21, page 72
- (a) Brookstone Phase VI, recorded in Plat Book 21, page 787
- (a) Brookstone Phase IV, Section 2, recorded in Plat Book 21, page 990
- (a) Brookstone Phase IV, Section 2, recorded in Plat Book 22, page 222
- (a) Brookstone Phase IV, Section 3, recorded in Plat Book 22, page 385
- (a) Brookstone Phase IV, Section 4, recorded in Plat Book 23, page 123
- (a) Brookstone Lot 132, recorded in Plat Book 23, page 178
- (a) Brookstone Phase IV, Section 5, recorded in Plat Book 23, page 453
- (a) Brookstone Phase IV, Section 5, recorded in Plat Book 23, page 929
- (a) Brookstone Phase IV, Section 2, recorded in Plat Book 24, page 988
- (a) Brookstone Phase V, Section 2, recorded in Plat Book 15, page 66
- (a) Any future Brookstone Phases and Sections within the boundaries noted in Exhibit

“B” or future annexations

as recorded in the Office of the Register of Wilson County, Tennessee. Reference is hereby made to said plat for a complete description of the property subject to this declaration.

Section 2. Mergers. Pursuant to a merger or consolidation of the Association, the properties, rights and obligations of such corporation or corporations may be transferred to another non-profit corporation, or properties, rights and obligations of another non-profit corporation may be transferred to the Association. The surviving or consolidated corporation may administer the covenants and restrictions applicable to the property described in Article II of this Declaration together with the covenants and restrictions which either the merging corporation or corporations or the surviving or consolidated corporation was, or were, otherwise entitled to administer. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants and restrictions hereby made applicable to the property described in Article II of this Declaration, except that the members of the Association may, as an incident to any such merger or consolidation, make changes in the method of calculating and the maximum amount of the annual assessments and may authorize special assessments as provided herein.

ARTICLE III: Membership and Voting Rights in the Association

Section 1. Membership. Every person who is a record owner of a fee or undivided fee interest in any lot situated within Brookstone shall automatically be a member of the Association; provided, however, that any such person who holds such interest merely as security for the performance of an obligation shall not be a member, except as hereinafter set forth and set forth in the By-Laws of the Association, which are incorporated herein by reference.

Section 2. Suspension of Membership Rights. The membership rights of any member, including the right to vote, may be suspended by the Association's Board of Directors pursuant to authority granted in the Association's By-Laws, as amended from time to time. Any such suspension shall not affect such member's obligation to pay assessments coming due during the period of suspension and shall not affect the permanent charge and lien on the member's property in favor of the Association.

Section 3 Meetings of the Membership. All matters concerning meetings of members of the Association, including the time in which and the manner in which notice of any of said meetings shall be given to said members and the quorum required for the transaction of business at any of said meetings, shall be as specified in this Declaration or in the By-Laws of the Association, as amended from time to time, or by law.

ARTICLE IV: Property Rights in the Association Properties

Section 1. Member's Easement of Enjoyment. Subject to the provision of Section 3 below, every member of the Association shall have a right and easement of enjoyment in and to the Association Properties and such easement shall be appurtenant to and shall pass with the title to every lot situation within Brookstone Subdivision.

Section 2. Title to Association Properties. Developer shall convey legal title to the Association Properties as referred to in Article II of this Declaration. Said property to be conveyed in described in Exhibit "A" attached herewith.

Section 3. Easements Subject to Certain Rights of Developer and the Association. The member's rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Developer to the exclusive use of such portion of the Association Properties, improved or unimproved, as it, in the exercise of its sole discretion, may deem necessary or advisable for, or as may be reasonably required, convenient or incidental to the construction of improvements within Brookstone Subdivision or any annexed phases and the sale of lots contained therein including, but not limited to, sales and business offices, storage areas, construction yards and signs; the right of the Developer to an easement over and across said land for the construction of roads, for utilities, sewers, and for the furtherance and completion of construction of improvements on all lots in Brookstone Subdivision and annexed phases. Such right of the Developer shall and does exist notwithstanding any provisions of this Declaration which might be construed to the contrary, until such time as the Developer no longer owns primarily for the purpose of sale any lot situated within Brookstone Subdivision, and any annexed phases, and without affecting any member's obligation to pay assessments coming due during such period of time or the permanent charge and lien on any member's property in favor of the Association.

(b) the right of the Association to suspend the voting rights and right to use the Association Properties of any member for any period during which any assessment against his lot remains unpaid, and for such period as it considers appropriate for any infraction of its published rules and regulations; and

(c) the right of the Association to charge reasonable admission and other fees for the use of the Association Properties, or any portion thereof; and

(d) the right of the Association to dedicate or transfer all or any part of the Association Properties to any public agency or authority or utility for such purposes and subject to such conditions as may be agreed to by the members entitled to vote thereon, provided that no such dedication or transfer shall be effective unless an instrument signed by members of the Association entitled to cast a majority vote of all eligible has been recorded, agreeing to such dedication, transfer, purpose or condition, and written notice of the proposed agreement and action thereunder is sent to every eligible member at least sixty (60) days in advance of any action taken.

(e) The right of the Association to grant such easements and rights-of-way to such utility companies or public agencies or authorities as it shall deem necessary for the proper servicing and maintenance of the privately owned lots or Association Properties; provided, however, no such easement or right-of-way shall be granted across any individual lot in Brookstone, phase I, without the consent of the lot owner as designated by properly executed and notarized document.

Section 4. Extension of Rights and Benefits. Every member of the Association shall have the right to extend the rights and easements of enjoyment vested in him under this Article IV to each of his tenants and to each member of his family who resides with him within Brookstone Subdivision and to such other persons as may be permitted by the Association's Board of Directors.

ARTICLE V: Covenants for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot containing a Living Unit owned within the Properties, hereby covenants, and each Owner for any such Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(a) annual assessments or charges, and

(b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

(c) "Declarant" or "Developer" (Robinson Properties, L.P., Asgard Group, L.L.C., or Brookstone Developments, L.L.C., acting alone or in any combinations of the aforementioned entities, its successors or assigns. Offices of Declarant Developer, for the purposes of notification shall be 1400 N Mount Juliet Road, Ste 200, Mount Juliet, TN 37122-1509.

(1) Shall be required to pay annual maintenance assessments equal to one (1) lot, irrespective of the actual number of lots owned by Declarant / Developer during the term of this revision;

(2) Shall have one (1) vote, so long as annual maintenance assessments are timely paid, which may be exercised in any Association vote irrespective of the number of undeveloped lots owned by Declarant / Developer;

(3) Any sale by Declarant / Developer to any other developer, home building, construction company, real estate development venture or other commercial purchaser (hereinafter "Commercial Developer") of one (1) or more lots shall obligate Commercial Developer to pay annual maintenance assessments on such lot(s), at such time as a home is constructed on said lot(s) and first occupied, notwithstanding that construction may be incomplete, or one (1) year from the date of deed, whichever shall first occur;

(4) Lots sold by Declarant / Developer or by Commercial Developer (s) to an individual or individuals or partnership or corporation for the purpose of construction of a residence on such lot(s), not solely for commercial investment or development, shall be subject to "Association" annual fees, from January 18, 2018 forward. Each lot will be subject to dues for each lot as originally recorded and depicted in Exhibit B. Previous owners will be grandfathered under the provisions of the previous Covenants, Conditions and Restrictions.

(5) The revisions in ARTICLE V, Section 1. (3) Creation of the Lien and Personal Obligation of Assessments contained herein shall immediately terminate as to Declarant/Developer and shall thereafter have no force or effect, at such time as all lots owned by Declarant / Developer have been sold or otherwise transferred.

(6) The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land, and shall be a continuing lien upon the

property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of Brookstone, and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose, or for the use and enjoyment of the Common Area, including but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the common Area, the procurement and maintenance of insurance in accordance with the By-Laws, the employment of attorneys to represent the Association when necessary, and such other needs as may arise.

Section 3. Maximum Annual Assessments. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Payable Annual Assessment. The Board of Directors shall fix the payable annual assessment at an amount not in excess of the maximum annual assessment, subject to the provisions of Sections 7 and 8 of this Article.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy, in any calendar year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of at least a majority of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, if such special assessment exceeds 5% of the current annual dues. All special assessments shall be fixed at a uniform rate for all lots and may be collected on a monthly basis, without additional fee or cost to such members paying on a monthly basis.

Section 6. Notice and Quorum for any Action Authorized Under Sections 3 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and/or 5 shall be sent to all Members not less than 30 in advance of the meeting and shall state the purpose of such meeting. The proposed special assessment will be passed by a majority vote of eligible members voting in person, or by proxy, at a second meeting to be held 30 days after the initial meeting.

Section 7. Rate of Annual Assessment. Annual assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 8. Date and Commencement of Annual Assessments: Due Dates. At least thirty (30) days in advance of each annual assessment period, the Board of Directors shall fix the

amount of the annual assessment to every Owner subject thereto. Written notice of such assessment shall be sent to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of the assessments on a Lot or Living Unit is binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at fifteen (15%) percent per annum compounded monthly. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessments. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgage. The liens provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien or liens provided for in the preceding section. However, the sale or transfer of any Lot which is subject to any first mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as the payment thereof which become due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. All property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the law of the State of Tennessee shall be exempt from the assessments credited herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments in any case.

Section 12. Enforcement of Lien. FOR AND IN CONSIDERATION of the privileges, protections, mutual enjoyment and use of the Association Property and the promises contained herein, the receipt of which is hereby acknowledged and any assumption of the obligations by transferees as required hereunder, and to secure the payment of said assessments, principal, interest, and attorney fees, a lien is expressly retained by the Association on each and every Unit Owner's Unit and prorated interest in the Association (referred to in this Section 12 as "property")

And now, for the purpose of better and more effectually securing the payment of said lien indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and payments thereof, as they become due, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Unit Owners, their heirs, administrators, and assigns, hereinafter referred to as trustors, hereby transfer and convey unto an Board appointed Trustee, therein before described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trust:

Trustors agree to pay their prorata share of assessments when due and further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens (except a First Mortgage or Deed of Trust) which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear interest at the rate of 18% per annum, or at the then highest contract rate of interest then legally collectible in Tennessee from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay their prorata share of assessments aforesaid when due, and pay any and all sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any payment thereof, or interest thereon, is not paid promptly when due, or if, failing to pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and the said trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Wilson County, Tennessee, to sell said property at the front door of the Court House in said County to the highest bidder for cash, at public outcry, free from the statutory right of redemption, homestead dower, spouse's elective share and all other exemptions of every kind, which are hereby expressly waived; and the said trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Association may bid at any sale under this trust conveyance. The Trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed that, in the event the trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the trustee as follows:

1st. To the full and complete satisfaction of the interest of the first mortgage holder, unless arrangements have been made for the assumption of the first mortgage by the subsequent purchaser.

2nd. To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advice in the premises,

or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

3rd. To the payment of all taxes which may be unpaid on said premises.

4th. To the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of said property, as herein authorized.

5th. The residue, if any, will be paid to the trustors, their order, representatives or assigns.

In case of the death, absence, inability, or refusal to act of said trustee at any time when action under the foregoing power and trusts may be required or for any other reason, the lawful owner and holder of said lien is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Wilson County, Tennessee, and the title herein conveyed the above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

This transfer and conveyance, and the lien for assessments payable by a Unit Owner which is secured by the transfer and conveyance shall both be subordinate to the lien of a record First Mortgage or Deed of Trust on the interest of such Unit Owner, regardless of whether the First Mortgage or Deed of Trust was recorded before or after this instrument, except for the amount of the proportionate share of assessments which become due and payable from and after the date on which the Mortgagee or Beneficiary accepts a conveyance of any interest therein (other than as security) or forecloses its Mortgage or Deed of Trust. While the lien for assessments may be extinguished, the personal indebtedness therefore shall remain and be the personal obligation of the Unit Owner who owned the Unit when the assessment came due. Any delinquent assessments (after lien extinguishment) may be reallocated and assessed amount all Units as a common expense. This Section 12 shall not be amended, changed, modified or rescinded without the prior written consent of all First Mortgagees and Beneficiaries of record.

ARTICLE VI: Declaration of Covenants

Section 1. The provisions of this article are enacted to provide harmony of design and location of improvements in Brookstone in relation to surrounding structures and topography. Any violation of such rules shall be treated as a violation of these covenants, conditions, and restrictions.

Section 2.1. Appointment. The Board of Directors shall designate and appoint an Architectural Control Committee (herein called the "Committee") composed of one (1) to three (3) individuals, each generally familiar with the residential and community development design matters and knowledgeable about declarant's concern for a high level of taste and design standards within Brookstone.

(a) Declarant shall be allowed to have one (1) representative placed on the Architectural Committee until such time as Declarant no longer owns any lots as shown on Exhibit One or at such time Declarant is no longer a dues paying member of the "Association".

(b) Residents of Brookstone who have commercial dealings in the neighborhood that could result in a conflict of interest with the Architectural Control Committee are not permitted to serve on the Committee. The Developer, as defined in Section 2.1 (a) of this article, is exempt from this statute. Examples of such conflicts of interest include contractors and sub-contractors conducting work in Brookstone, lawyers handling real estate transactions in Brookstone, and realtors representing clients buying or selling land or homes within Brookstone. The aforementioned professionals are not subject to this restriction if they do not and will not have business dealings within Brookstone.

Section 2.2. Successors. In the event of the death, resignation, or removal of any member of the committee, the Board of Director(s) shall appoint a successor member. No member of the Committee shall be entitled to compensation for, or be liable for claims, causes of action or damages arising out of, services performed pursuant to this Declaration.

Section 2.3. Authority. No landscaping or grading shall be undertaken, and no building, fence, wall, pole, improvement, or other structure shall be commenced, erected, placed, maintained, or altered on any lot, nor shall any exterior painting of, exterior addition to, or alteration of, such items be made until all plans and specifications and a plot plan have been submitted and approved in writing by a majority of the members of the Committee as to:

(a) quality of workmanship and material, adequacy of site dimension, adequacy of structural design, proper facing of main elevation with respect to nearby streets;

(b) conformity and harmony of the external design, color, type, and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other lots in Brookstone; and

(c) the other standards set forth within this declaration (and any amendments hereto) or matters in which the Committee has been vested with the authority to render a final interpretation and decision.

(d) The planting of ornamental trees and shrubbery is not subject to review unless the Homeowner plants for screening (row or cluster style) or plants along a property line. In these cases, the Homeowner is required to submit a request in writing, which describes the types and size of trees or shrubs to be planted, and a site plan showing the relationship of the plantings to the house and adjacent dwellings

(e) Gardens and other minor landscaping modifications are not subject to review if the garden or landscaping is behind the rear line of the house or concealed from view from the road in front of the house, is 150 square feet or smaller, and the maximum height of plants or other modifications is less than six (6) feet. Improvements in front or on the sides of the house do not require approval if they are a minor modification or improvement to existing landscaping or a landscaping edition that is 50 square feet or smaller, and the maximum height of plants or other modifications is less than six (6) feet.

(f) Unless specifically exempted in paragraphs (e) and (e) above, written approval by the Committee is required.

(g) The Committee is authorized and empowered to consider and review any and all aspects of construction and landscaping which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more lot owners of the general value of lots in Brookstone. In considering the harmony of external design between existing structures and the proposed building to be erected, placed or altered, the Committee shall consider only the general appearance of the proposed building as that can be determined from front, rear and side elevations on submitted plans. Applicant shall be required to obtain approval of local governmental agencies prior to submittal of proposed changes to the Committee.

Section 2.4. Procedure for Approval. Final plans and specifications shall be submitted in duplicate by certified mail, electronic mail, or in person to the Committee. The plans and specifications shall show the nature, kind, shape, height, materials, and location of all landscaping and improvements. The documents shall specify any requested variance from setback lines, garage location, or any other requirement set forth in this Declaration. The Committee is authorized to request the submission of samples of proposed construction materials. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans shall be marked "Approved", signed by a majority of the Committee, and returned to the lot owner or his designated representative. If disapproved by the committee, one set of such plans shall be returned marked "Disapproved" and shall be accompanied by a statement of the reason(s) for disapproval, which statement shall be signed by a majority of the Committee. Any modification of the approved set of plans and specifications must again be submitted to the Committee for its approval. The Committee's approval or disapproval, as required herein, shall be in writing. Any consent or permission shall be in writing. In no event shall the Committee give verbal permission or consents or approval of any plans. If the Committee fails to approve or disapprove such plans and specifications within ninety (90) days

after the date of such submission, written approval of the matters submitted shall not be required and compliance with this Article shall be deemed to have been completed. In case of a dispute about whether the Committee responded within such time period, the person submitted the plans shall have the burden of establishing that the Committee received the plans. The Committee's receipt of the plans may be established by a signed certified mail receipt.

Section 2.5. Standards. The Committee shall use its best efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout Brookstone consistent with this Declaration. The Committee shall have sole discretion with respect to taste, design, and all standards specified herein. One objective of the Committee is to prevent unusual, radical, curious, odd, bizarre, peculiar, or irregular structures from being built in Brookstone. The Committee shall also have the authority to require a minimum 6-12 foot roof slope, to specify that chimney flues be covered with brick, masonry, wood or vinyl, to prohibit the use of lightweight composition roof material, to require that the colors of roofing materials be consistent, to require the use of specific types of windows, to prohibit or restrict the use of solar or heating panels, to prohibit or restrict the installation of free-standing sporting equipment such as basketball hoops, and generally to require that any plans meet the standards of the existing improvements or neighboring lots. The Committee may from time to time publish and promulgate bulletins regarding architectural standards, which shall be fair, reasonable, and uniformly applied and shall carry forward the spirit and intention of this Declaration.

Section 2.6. Liability of the Committee. The members of the Committee shall have no liability for decisions made by the Committee so long as such decisions are made in good faith and are not arbitrary or capricious. Any errors in or omissions from the plans or the site plan submitted to the Committee shall be the responsibility of the owner of the lot to which the improvements relate, and the Committee shall have no obligation to check for errors in or omissions from any such plans, or to check for such plans compliance with the general provisions of this Declaration, County, City Codes, State Statutes or the common law, whether the same relates to lot lines, building lines, easements, or any other issue. The Committee shall have no liability for the architectural approvals that they render based on plans and information submitted by the owner of the lot when the project substantially changes during construction so that the final improvement does not comply with the Covenants, Conditions and Restrictions. When the final and completed improvement does substantially change from the approved plans, the Architectural Committee approval is void.

ARTICLE VII: Insurance and Casualty Losses: The Association

Section 1. Insurance. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements constructed on the Association Properties against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Such Board of Directors or its duly authorized agent shall also obtain a public liability policy covering all Association Properties and facilities for the hazards of premises operations or actions arising out of bodily injury, property damage, false arrest, invasion of privacy and libel and slander caused by the negligence of the Association or any of its agents, which public liability policy shall be at least \$1,000,000.00 single limit as respect the hazards enumerated herein. Premiums for all such insurance shall be common expenses paid for by the Association. All policies shall be written with a company licensed to do business in the State of Tennessee. It shall be the individual responsibility of each owner at his or her own expense to provide as he/she sees fit, homeowner's liability insurance on his own dwelling, or fire, theft, extended hazard coverage, and other insurance covering both real and personal property damage and loss. The Association's board of Directors shall conduct an annual insurance review, which shall include a replacement cost appraisal, without respect to depreciation of all.

Section 2. Damage and Destruction.

(a) Immediately after any damage or destruction or other casualty to all or any part of the property covered by insurance written in the name of the Association, the Board of Directors of its duly authorized agent shall proceed with the filing and settlement of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Article, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty. Subject to subsection (3) hereof, all such damage or destruction shall be repaired or reconstructed as soon as practicable after any such casualty shall occur. The Association's board of Directors may advertise for sealed bids from or may negotiate with any licensed contractors for such repair or reconstruction as it may deem necessary or advisable. The contracting party or parties may be required to provide a full performance and payment bond for such repair or reconstruction.

(b) In the event that the insurance proceeds paid to the Association are not sufficient to defray the cost of such repair or reconstruction, the Association's Board of Directors shall levy a special assessment, subject to subsection (c) hereof, against all owners in the case of damage to the Association Properties and facilities, in sufficient amounts to provide funds to pay such excess cost of repair or reconstruction. Additional assessments may be made at any time during or following the completion of any repair or reconstruction. Such assessments on account of damage to the Association Properties and facilities shall be levied against all owners in equal proportions. Any and all sums paid to the Association under and by virtue of these special assessments provided for herein shall be deposited with the Association. The proceeds from insurance and assessment, if any, received by the Association shall be disbursed at the direction of the Board of Directors.

(c) In the event of damage or destruction by fire or other casualty to all or any part of the Association properties and facilities, such damage or destruction shall be repaired or reconstructed unless within 60 days after the casualty an instrument requesting that the damage or destruction not be repaired or reconstructed is signed by a majority of eligible members of the Association present or voting by proxy in which event the damage or destroyed area or areas shall be cleaned up and maintained in a neat and attractive condition. If, for any reason, the amount of the insurance proceeds to be paid as a result of such damage or destruction or reliable and detailed estimate of the cost of repair or reconstruction is not made available to the Association within said period of 60 days after the casualty, then such period shall be extended until such information shall be made available to the Association; provided, however, that said period of time shall in no event exceed 120 days after the casualty. No mortgagee of any lot owner shall have any right to participate in the determination as to whether the damage or destruction shall be repaired or reconstructed, other than as specified under other paragraphs of this instrument or in the terms of any deed of trust signed by the lot owner.

ARTICLE VIII: Annexation

Additional lands may become subject to this Declaration in the following manner:

The Developer, its heirs and assigns shall have the right to bring within the scheme of this Declaration additional properties in future stages of development provided that such additions are in accord with the overall plan for Brookstone as approved by the City of Mt. Juliet. The Developer has prepared a general plan of development of properties for additional stages of Brookstone consisting of approximately 230 lots, and contemplates that said additional sections shall become an addition to the existing property and subject to this Declaration. A copy of the proposed total phases is shown on the plan attached hereto as "Exhibit B".

The additions authorized under this and the succeeding subsection shall be made by filing of record a Supplementary declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. The additions authorized hereunder may be annexed by Developer without the consent of the members, provided the annexation is in general accord with the aforesaid overall plan of development or with a lower density that shows on original cluster development plan.

Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the Existing Property.

In the event of annexation the properties annexed may bear any name compatible with the name of Brookstone, e.g. Brookstone Hills.

ARTICLE IX: Construction of Improvements and Use of Lots

Section 1.1. Residential Use. All lots shall be used for single-family residential purposes only. No building shall be erected, altered, placed, or permitted to remain on any lot other than one (1) detached single-family residence per lot, which residence may not exceed two (2) stories in height, and a private garage as provided below.

Section 1.2. Single-Family Use. Each residence may be occupied by only one family consisting of persons related by blood, adoption or marriage or no more than two unrelated persons living and cooking together as a single housekeeping unit, together with any household servants.

Section 1.3. Garage Required. Each residence shall have an attached garage suitable for parking no fewer than two (2) nor more than three (3) standard size automobiles. The garage must conform in design and materials with the main structure. All garages shall be side or rear entry; provided, however, that garage locations may vary, with the written approval of the Committee. Certain hardships may require a plan that is not a true side or rear entry on a new build, but all efforts shall be made using carriage, patio, or offset from front garages to comply with the spirit of this section. Approval of such garages shall not be reasonably withheld or used to devalue such lots.

Section 1.4. Restrictions on Re-subdivision. Except for re-plats undertaken by Declarant, none of the lots shall be subdivided into smaller lots.

Section 1.5. Driveways. All driveways shall be surfaced with concrete, asphalt, or similar substance approved by the Committee.

Section 1.6. Uses Specifically Prohibited.

(a) No temporary dwelling, tent, shack, barn, shop, trailer or mobile, modular or prefabricated home of any kind or improvement of a temporary character (except children's playhouses, dog houses, greenhouses, gazebos, and building for storage of lawn maintenance, which may be placed on a lot only in places which are not visible from any street on which the lot fronts) shall be permitted on any lot except that the builder or contractor may have temporary improvements (such as a sales office and/or construction trailer) on a given lot prior to or during construction of the residence on that lot. No building material of any kind or character shall be placed or stored upon the property until the owner thereof is ready to commence construction of improvements, and then such material shall be placed within the property lines of the lot upon which the improvements are to be erected.

(b) No boat, marine craft, hovercraft, aircraft, recreational vehicle, pickup camper, travel trailer, golf cart, all-terrain vehicle, motor home, camper body or similar vehicle or equipment may be parked overnight for storage in the driveway or front yard of any dwelling or parked on any public street in Brookstone, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any residence unless completely concealed from public view. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. This

restriction shall not apply to any vehicular machinery or equipment temporarily parked and in use for the construction, maintenance, or repair of a residence in the immediate vicinity.

(c) Utility Trailers intended for residential use, such as those used to carry lawn equipment, mulch, furniture, etc. are allowed to be kept in Brookstone Subdivision while in use during the ongoing process of a homeowner maintaining his or her property. Utility trailers will be allowed to be in public view for a period of time not to exceed nine (9) consecutive calendar days, unless approved by The Board of Directors. Any other time, utility trailers must be stored out of public view.

(d) Trucks with cargo tonnage capacity in excess of one ton and any vehicle with painted advertisement shall not be permitted to park overnight within Brookstone except those used by a builder during the construction or improvements or those given permission by the Brookstone HOMEOWNER'S ASSOCIATION.

(e) No vehicle of any size which transports inflammatory or explosive cargo may be kept in Brookstone at any time.

(f) No vehicles or similar equipment shall be parked or stored in area visible from any street except passenger automobiles, passenger vans, motorcycles, pickup trucks with attached bed campers that are in operating condition and have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of Tennessee.

(g) No vehicles or similar equipment, including passenger automobiles, passenger vans, motorcycles, and pickup trucks, shall be parked or stored in any location on any property except in the garage and/or the driveway of the property. Parking in yards, except as may be necessary for loading or unloading of vehicles, is not permitted.

(h) No structure of a temporary character, such as a trailer, basement, tent, shack, barn, or other outbuilding shall be used on any property at any time as a dwelling house; provided, however, that any builder may maintain and occupy model houses, sales offices, portable restrooms, and construction trailers during the construction period.

(i) No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted in Brookstone, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of Brookstone. No derrick or other structure designed for using in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted within Brookstone.

(j) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any property in Brookstone except that dogs, cats or other household pets, that may be legally maintained as pets under the laws of the State of Tennessee, may be kept for the purpose of providing companionship for the private family. Animals are not to be raised, bred or kept for commercial purposes for food. It is the purpose of these provisions to restrict the use of property so that no persons shall quarter on the premises cows, horses, bees, hogs, sheep, goats, guinea

fowls, ducks, chickens, turkeys, skunks, or any other animals that may interfere with the quietude, health, or safety of the community.

(1) No more than three (3) pets that go outside (ex. dogs, cats) will be permitted on each lot. Pets that do not go outside (i.e. fish, hamsters, etc) will be exempt from this restriction.

(2) Pets must be restrained or confined on the homeowner's back lot inside a fenced area within a house.

(3) It is the pet owner's responsibility to keep the lot clean and free of pet debris and remain on a leash at all times, when outdoors, unless confined by a fence or active electric fence, in accordance with City Ordinances and State Law. It is the pet owner's responsibility clean their pet's debris from any street, lot, Common Area or any space within Brookston, and properly dispose of such waste, immediately.

(4) All animals must be properly tagged for identification and immunized in accordance with health department rules and regulations.

(k) No lot or other area in Brookstone shall be used as a dumping ground for rubbish or as a site for the accumulation of unsightly material of any kind, including without limitation, broken or rusty equipment, disassembled or inoperative cars and discarded appliances and furniture. No commercial entity or individual may dump any trash, rubbish, dirt, rock, plant material, landscaping debris on any Brookstone Common Area or property without the explicit written approval of the Board of Directors. Violators are subject to criminal citation for illegal dumping.

(l) Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or other disposal of such material shall be kept in clean and sanitary condition. All containers and other facilities for trash disposal must be located and screened in a manner approved by the Committee. Material incident to construction and improvements may be stored on lots during construction so long as construction progresses without undue delay.

(m) No individual water supply system shall be permitted in Brookstone. The installation and use of any propane, butane, LP Gas or other gas tank, bottle, or cylinder of any type, other than for backyard cooking shall require the prior approval of the Committee.

(m) No privy, cesspool, septic tank, or other individual sewage disposal system shall be permitted in Brookstone.

(o) No garage, garage house, or other outbuilding shall be occupied or used as a residence by any owner, tenant, or other person.

(p) No air-conditioning apparatus shall be installed on the ground in front of a residence or on the roof of any residence (unless screened by a roof structure in a manner approved by the

Committee) No air-conditioning apparatus or evaporative cooler shall be attached to any front wall or window of a residence.

(q) Except with the written permission of the Committee, no antennas, discs, or other equipment for receiving or sending sound or video messages shall be permitted in Brookstone Subdivision except antennas for AM or FM radio reception, UHF and VHF television reception, and Digital Satellite System (DSS) dishes. All antennas shall be located inside the attic of the main residential structure except that, with the written permission of the Committee, one (1) antenna may be permitted to be attached to the roof of the main residential structure and to extend above said roof a maximum of five (5) feet.

(r) No lot or improvement shall be used for business, professional, commercial, or manufacturing purposed of any kind. No activity, whether for profit or not, shall be conducted which is not related to single-family residential purposes. No noxious or offensive activity shall be undertaken in Brookstone, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this subparagraph shall prohibit a builder's temporary use of a residence as a sales office until such builder's last residence in Brookstone in sold. Nothing in this subparagraph shall prohibit an owner's use of a residence for quiet, inoffensive activities such as tutoring or giving art lessons so long as such activities do not materially increase the number of cars parked on the street or interfere with adjoining homeowner's use and enjoyment of their residences and yards.

(s) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three (3) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting them at points ten (10) feet from the intersection of the street right-of-way lines, or, in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street right-of-way line with the edge of a private driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(t) Except for children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, no building previously constructed elsewhere shall be moved onto any lot, with it being the intention that only new construction be placed and erected thereon.

(u) Within easements on each lot, no structures, plants or materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, which may change the direction of flow of water within drainage channels or which may obstruct or retard the flow of water through drainage channels or easements.

(v) After Declarant or other developer has graded the lot, the general grading, slope and drainage plan of a lot may not be altered without the approval of the County and/or City and other appropriate agencies having authority to grant such approval.

(w) No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for rent or sale, or signs used by a builder or Declarant to advertise the property during the development, construction and sales periods, or political signs of not more than one (1) square foot during campaign season. The Board of Directors or its agents on the Committee shall have the right to remove any sign, billboard, or other advertising structure that does not comply with the above and in so doing shall not be subject to any liability for trespass or any other liability in connection with such approval.

(x) The drying of clothes in full public view is prohibited. The owners and occupants of any lots at the intersections of streets or adjacent to common area, parks, playgrounds, or other facilities where the rear yard is visible to full public view shall construct a drying yard or other suitable enclosure to screen from public view the equipment which is incident to residence, such as clothes drying equipment, yard equipment, and storage piles.

(y) All exterior mechanical equipment, including without limitation, Heating, Ventilation and Air Conditioning (HVAC) equipment, shall be located and screened in a manner approved by the Committee.

(z) The pursuit of hobbies or other inherently dangerous activities, including without limitation, the assembly and disassembly of motor vehicles or other mechanical devices or any other such activities shall not be permitted.

(aa) No person shall leave any vehicle or trailer or other conveyance parked on any public street or alley between the hours of 1:00 am and 5:00 am without the written consent of the Mount Juliet Chief of Police. Temporary permits for overnight parking may be issued by the Chief of Police, upon application, for extraordinary and temporary circumstances. No person shall park, place or leave anything including but not limited to buses, boat, trailers and campers which shall obstruct the normal flow of traffic on any public street or ally at anytime.

(bb) Private Pools.

(1) Above-Ground pools are prohibited.

(2) A written request for the installation of an in-ground pool must be submitted to the Architectural Control Committee. Appearance, height, and detailing of all retaining walls must be consistent with the architectural character of the house. Some terracing may be acceptable. Privacy fencing for lots with pools or spas is required and must comply with Article IX. The maximum pool area is 1,000 square feet. Glaring light sources that can be seen from neighboring lots may not be used.

(3) Children's portable wading pools (those that can be emptied at night) that do not exceed 18 inches in depth and whose surface area does not exceed 36 square feet are exempt from this Section.

(cc) Flagpoles. In order to maintain the high level of taste and design standards within Brookstone Subdivision freestanding flagpoles must be pre-approved by the Architectural Committee in writing and be installed and maintained in accordance with the following standards:

(1) Written approval from the Architectural Committee is required prior to the installation of any freestanding flagpole. The homeowner's submission must include a site plan indicating lot lines, and outlines of the house, sidewalk, and driveway along with the desired pole location. A description of the flagpole must also be submitted, to include the height, type, material, color, etc. Flagpoles that are attached to the house are exempt from these requirements so long as the pole does not exceed eight (8) feet in length.

(2) No freestanding flagpoles will be permitted in front of the front line of the house or porch; whichever is closest to the street. This front line extends across the entire width of the lot.

(3) Only one flagpole per lot is permitted. Temporary flagpoles are not permitted.

(4) Flagpoles are considered permanent structures and shall be supported by an adequate subterranean concrete foundation. This foundation may not rise more than three inches above the ground. The pole may not be attached to another structure such as trees, fences or other features. The pole must stand securely by its foundation alone.

(5) Flagpoles may not exceed twenty (20) feet in height or the height of house; whichever is greater. Telescoping flagpoles are not permitted. Flagpoles must be constructed of metal or steel.

(6) A Homeowner who wishes to place a flagpole within fifteen (15) feet of a side or rear property line shall obtain written approval from all neighbors with property adjacent to that property line. Copies of these approvals shall be submitted to the Architectural Control Committee prior to approval.

(7) A flagpole may not be located nearer to any street than the front building line of any residence nor shall it approve anything which extends above the height of any fence or wall so as to be visible from any street, park or other public area, unless approved by the Architectural Control Committee.

(8) Landscaping around the base of the flagpole is encouraged, but not required.

(9) Only the flag of the United States of America or the flag of Tennessee are permitted. The maximum flag dimensions are three by five (3 x 5) feet and the flags must be all-weather material. No flags that show excessive wear and discoloration or torn or tattered edges may be flown. In order to fly the Flag of the United States of America from a freestanding flagpole in Brookstone Subdivision, Homeowner's must follow US Code, Title 4.

(10) Any other issues pertaining to flags or flagpoles not addressed here shall be brought before the Architectural Committee prior to beginning any installation.

(dd) Except with the written permission of the Committee, no solar panels, windmills, or other non-traditional forms of energy shall be permitted in Brookstone Subdivision.

Section 1.7. Minimum Floor Area. For all existing homes as of the (date of Covenants, Conditions and Restrictions) The total air-conditioned living area of the main residential structure, as measured to the outside of exterior walls but exclusive of open porches, garages, patios and detached accessory buildings, shall be not less than sixteen hundred (1,600) square feet or the minimum habitable floor area as specified by the City, whichever is greater, or not less than twenty-two hundred (2,200) square feet in a one and a half or two story home. All split level homes must be not less than twenty-six (2,600) square feet. The total air-conditioned living area of the main residential structure, as measured to the outside of the exterior walls but exclusive of open porches, garages, patios and detached accessory buildings, shall not be less than Twenty-six hundred feet for new construction.

Section 1.8. Building Materials. The total exterior wall area of each building constructed or placed on a lot shall be of a material and color approved in writing by the Committee. Roofing shall be of a substance acceptable to the Committee.

(a) The total exterior wall area of each building constructed or placed on a lot shall be a minimum of 75% brick, stone or stucco and of a color approved in writing by the Committee. Roofing shall be of substance acceptable to the Committee.

(b) The total exterior wall area of each building constructed or placed on a lot shall be a minimum of 75% brick, stone or stucco and of a color approved in writing by the Architectural Committee (hereinafter "Committee"). The 25% that may be left without brick, stone, or stucco should be located in the rear of the home unless, with approval of the Committee, it is necessary to allow this 25% to be used elsewhere for architectural or aesthetic reasons. Roofing shall be of substance acceptable to the Committee.

Section 1.9. Side Line and Front Line Setback Restrictions. No dwelling shall be located on any lot nearer to the front lot line or near to the side lot line than the minimum setback lines shown on the plat or required by the City. In any event, no building shall be located on any lot nearer than twenty (20) feet to the front lot line or nearer than five (5) feet to any side lot line (interior lot line), except that structure on corner lots shall be no nearer than ten (10) feet to the side property line adjoining the street. For the purposes of these covenants, eaves and steps and open porches shall not be considered as part of the building; porches shall not be considered as a part of the building' provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

Section 1.10. Waiver of Front Setback Restrictions. With the written approval of the Committee, any building may be located further back from the front property line of a lot than provided above, where, in the opinion of the Committee, the proposed location of the building will add to the appearance and value of the lot and will not substantially detract from the appearance of the adjoining lots.

Section 1.11. Fences and Walls. Any fence or wall must be constructed of masonry, brick, wood, or other material approved by the Committee. No chain link or wire fencing shall be permitted unless expressly approved by the Committee. No fence or wall shall be permitted to extend nearer to any street than the front building line of any residence. Fences or walls erected by Declarant shall become property of the owner of the lot on which the same are erected and, as such, shall be maintained and repaired by such owner except as provided in Article XVI. No portion of any fence shall extend more than eight (8) feet in height. It is the owner's responsibility to ensure that their fence or wall does not interfere with any utility, drainage, or other easement.

Section 1.12. Mailboxes. Mailboxes shall be constructed of a material and design approved by the Committee. US Postal Service regulations require that the bottom of the box be at a vertical height of between 3 ½ and 4 feet from the road surface and the front of the box must be in line with the back of the curb.

(a) Wooden Mailboxes. The original Brookstone Subdivision wooden mailboxes are being phased out. As these wooden mailboxes require replacement, homeowner must chose a mailbox as described in Article IX, Section 1.12, Paragraphs (b), (c), and (d).

(b) Brick Mailboxes. If the homeowner or builder chooses a brick mailbox, the brick and mortar must match the house. The minimum overall size of the mailbox structure, as viewed from the street, must be at least 24" wide, 24" deep, and 54" high (measured from street level). The maximum overall size of the brick mailbox structure must not exceed 32" in width, 32" in depth, or 60" in height. A suitable monolithic concrete footer must be formed and poured in place to permanently support the brick structure.

(1) Brick mailbox structure must incorporate a metal mailbox insert of black colored or black painted metal with an arched top and black metal door. The mailbox insert should be a small size (nominal 7" wide, 9" high, and 19" deep) or medium size (nominal 8" wide, 11" high, and 21" deep). The metal mailbox insert should not stick out more than 2" from the front of the brick. The metal insert must be fully covered by brick and not be sitting on top of the brick structure.

(2) Metal house numbers must be fastened to the two sides of the brick mailbox structure in a permanent manner. The house numbers must be 2" to 4" high, a legible font, and clearly visible. The house numbers can be part of a permanently engraved or cast metal number plate, or can be mounted to a metal backing plate. An alternative to a metal number plate is a single engraved stone number plate incorporated flush into the front of the mailbox structure. The engraved stone plate must have numbers 3" to 5" high, a legible font, and be clearly visible.

(3) Decorative covers, plaques, statues, pictures, or names are not permitted. If a red flag is desired, its pivot must be firmly mounted to the brick on the right side. An optional newspaper cubbyhole may be incorporated as part of the brick mailbox structure. (A

(c) Wrought Iron Mailboxes. Brookstone residents may ask to erect a wrought iron mailbox made of a standardized design to match existing street signs. There is a pre-approved wrought iron design and manufacturer contact information is available from the Architectural Committee.

(d) Mailboxes of other Designs. Brookstone residents may erect a mailbox of a different design by submitting the design, bill of materials, and vendor in writing to the Architectural Control Committee. Construction of the mailbox may not begin without the written approval of the Committee.

Section 1.13. Other Structures and Improvements. Without the permission of the Committee, no free-standing structure, pole or other improvement, other than mailboxes, shall be located nearer to any street than the front building line of any residence, or permitted to extend above the height of any fence or wall so as to be visible from any street, park or other public area.

Section 1.14. To insure a standard of improvements satisfactory to purchasers of adjoining properties, no initial building shall be erected upon any lot without the approval in writing of the Brookstone HOMEOWNER'S ASSOCIATION.

Section 1.15. Developer's Lots and Property Excepted. All lots owned by the Developer primarily for the purpose of sale and all property in Brookstone Subdivision used by the Developer for construction, development, offices, garages for equipment, storage of materials and supplies, and for sales offices and accommodations shall be exempt from Section 0 through 7 of this Article.

Section 1.16. The Association, through its Board of Directors, is authorized to adopt rules for the use of the Common Areas and Open Space and these rules shall be furnished in writing to the Owners. Any violation of such rules shall be treated as a violation of these Covenants, Conditions and Restrictions.

Section 1.17. It is expressly understood that the Developer may grant variances or exceptions to the restrictions under this Article for good reason shown, such as causes arising from topography however, this right granted the Developer only exists until such time as the first improvement on each lot is sold. After all lots are sold, such variances may only be granted by the Association in accordance with other provisions of these covenants.

Section 1.18. From the utility supplier's terminus point (utility pole/gas main/water main) to the residence, all utilities, including but not limited to, water, sewers, electricity, gas lines, telephone and cable television, shall be installed underground.

Section 1.18 Enforcement.

a. The right of the Developer to the exclusive use of such portion of the Association Properties, improved or unimproved, as it, in the exercise of its sole discretion, may deem necessary or advisable for, or as may be reasonably required, convenient or incidental to the

construction of improvements within Brookstone Subdivision or any annexed phases and the sale of lots contained therein including, but not limited to, sales and business offices, storage areas, construction yards and signs; the right of the Developer to an easement over and across said land for the construction of roads, for utilities, sewers, and for the furtherance and completion of construction of improvements on all lots in Brookstone Subdivision and annexed phases. Such right of the Developer shall and does exist notwithstanding any provisions of this Declaration which might be construed to the contrary, until such time as the Developer no longer owns primarily for the purpose of sale any lot situated within Brookstone Subdivision, and any annexed phases, and without affecting any member's obligation to pay assessments coming due during such period of time or the permanent charge and lien on any member's property in favor of the Association.

b. Rescinded.

c. The rights of members of the Brookstone Homeowner's Association to serve on, be elected to, or otherwise be appointed to the Board of Directors or any Brookstone Homeowner's Association Committee as described in the By-Laws of the Brookstone Homeowner's Association, Inc or the Brookstone Homeowner's Association Declaration of Covenants, Conditions and Restrictions will be temporarily suspended if the member(s) are in violation of the Brookstone Homeowner's Association Declaration of Covenants, Conditions and Restrictions. The period of violation begins when a written notification is sent to the member by the Board of Directors or one of the Committees acting on their behalf. This period extends until the violation is successfully resolved and concluded by the Board of Directors, to include the payment of any fines or liens.

ARTICLE X: General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit of and be enforceable by the Association, the owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns from this (date) forward. Said covenants and restrictions may be amended and/or extended, in whole or in part by the provisions set forth in this document.

Section 2. Amendment. The Covenants, Conditions and Restrictions of this Declaration may be amended at any time by either unanimous Homeowner's Association Board vote or by a simple majority vote of all eligible and participating members of the Association, provided, however, that any such amendment of these covenants and restrictions must be in full compliance with all applicable laws and regulations and shall not become effective until the instrument evidencing such change has been duly filed for record in the Office of the Register of Wilson County, Tennessee, and unless written notice of the proposed amendment is sent to every owner at least sixty (60) days in advance of any action taken. Every purchaser or grantee of any interest in any property subject to this Declaration, by acceptance of a deed or other conveyance thereof, thereby agrees that the covenants and restrictions of this Declaration may be amended as provided herein. These Covenants, Conditions and Restrictions shall inure throughout the existence of Brookstone Subdivision.

Section 3. Notices. Any notice required to be sent to any member or owner pursuant to any provision to this Declaration may be served by depositing such notice in the mails, postage prepaid, addressed to the member or owner to whom it is intended at his last known place of residence, or to such other address as may be furnished to the Secretary of the Association and such service shall be deemed sufficient. The date of service shall be the date of mailing.

Section 4. Enforcement. Enforcement of the covenants and restrictions contained herein and of any other provisions hereof shall be by any appropriate proceeding at law or in equity against any person or persons violating or attempting to violate said covenants and restrictions or provision, either to restrain violation, to enforce personal liability, or to recover damages, or by any appropriate proceeding at law or in equity against the land. Failure to enforce any charge or lien arising by any of said covenants and restrictions or other provisions shall in no event be deemed a waiver of the right to do so thereafter. The Association shall have the first right and duty to institute appropriate proceedings for enforcement, but failure or refusal of the Association to act within a reasonable time shall authorize action by any party having proper judicial standing.

Section 5. Transfer of a Unit – Notice to Association.

(a) Unrestricted Transfers. A Unit Owner may, without restriction under this Declaration, sell, give, devise, lease or otherwise transfer his Unit, or any interest therein, to any person. The Board of Directors may establish a fee to levy upon the new owner at the sale, gift, donation, list or other transfer his Unit, or any interest therein, to any person or entity. The Board

may establish the rate of this fee annually and apply it uniformly for that period against each lot that is transferred.

(b) Limit on Term of Lease. No unit or interest therein, shall be leased by a Unit Owner for a term of less than one (1) year and no more than two (2) years. A copy of every such lease, as and when executed, shall be furnished to the Board. The lessee under every such lease shall be bound by and subject to all of the obligations, under the Declaration and By-Laws, of the Unit Owner making such lease and the lease shall expressly so provide. The Unit Owner making such lease shall not be relieved thereby from any of said obligations. The Board shall be a third party beneficiary of any such Lease and shall have the power to enforce its terms and conditions for the Association's benefit. The Board may establish a standard lease form, the terms of which shall be a prerequisite to the leasing of any Unit and shall be used exclusively by all Unit Owners.

(c) Notice to Association of Certain Transfers. Whenever a Unit Owner shall propose to sell, give, devise, lease or otherwise transfer his Unit, or any interest therein, to any person or entity, said Unit Owner shall give the Association not less than thirty (30) days prior written notice of the proposed transfer, which notice shall briefly describe the type of transfer proposed by the Unit Owner and shall state the name and address of the proposed transferee. The notice shall also include a copy of the proposed lease, contract for sale or other documents, if any effecting said transfer. The Board shall be furnished a photocopy of the final executed lease and recorded deed.

Section 6. Prohibition on occupancy other than permanent residence. A Unit Owner may not advertise the use of their dwelling for any purpose other than permanent residence. A Unit Owner may not rent, lease, or permit occupancy in their dwelling for any purpose other than permanent residence. A unit owner may not rent (long term or short term, including AIRB&B rentals) lease, or permit occupancy in their dwelling for any purpose other than permanent residence.

Section 7. Hold Harmless to Association, etc. If, due to the act or neglect of a Lot Owner, or of his agent, service, tenant, family member, invitee, licensee or household pet, damage shall be caused to the Association property or to a Unit or Lots owned by others then such Lot Owner shall pay for such damage or such maintenance, repair and replacements, as may be determined by the Association, to the extent not covered by the Association's insurance, or sufficient proceeds are not collected from the insurance carrier.

Section 8. The terms and conditions of the Declaration, By-Laws and Rules and Regulations may be incorporated by reference in, and become part of, the agreement between any first mortgagee and any present or future Unit Owner who enters into such an agreement with a first mortgagee. When so incorporated, any default in the terms and conditions of the Declaration, By-Laws and Rules and Regulations may be considered as a default by the first mortgagee, whereupon said first mortgagee, after exercising its option to declare a default, shall then have all the rights and privileges arising as a result of a default under its agreement with said Unit Owner.

Section 9. Assignability. Notwithstanding any other provision herein to the contrary, the Developer shall at all times have the right to fully transfer, convey and assign all of its right, title and interest under this Declaration, provided that such transferee, grantee or assignee shall as the substitute Developer, take such rights subject to all obligations also contained herein.

Section 10. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

Section 11. Captions. The captions of each Article and Section hereof as to the contents of each Article and Section 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 Article or Section to which they refer.

Section 12. Gender. The masculine gender shall be construed to include a female or any legal entity where the context so requires.

ARTICLE XI: Exterior Maintenance

Section 1. Association Properties. The responsibility for the maintenance, in a neat and attractive condition of all Association Properties and facilities shall be as prescribed in Article V of this Declaration.

Section 2. Lots and Improvements Thereon.

(a) All lots subject to this Declaration, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by their respective owners. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing, and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Upon the failure or refusal of any owner to maintain his lot and the exterior of all improvements located thereon in a neat and attractive condition, the Association's Board of Directors, its designated committees or its authorized agents or employees, may, after 14 days' notice to such owner enter upon such lot and perform such exterior maintenance as said Board or Committee, in the exercise of its sole discretion, may deem necessary or advisable. Such owner shall be personally liable to the Association for the direct and indirect costs of such maintenance and the liability for such costs shall be a permanent charge and a lien upon such lot enforceable by such organization by any appropriate proceeding in law or in equity.

(b) Notwithstanding the foregoing, nothing herein contained shall apply to the maintenance of any lot as long as title to same is held by the Developer primarily for the purpose of sale.

ARTICLE XII: Easements

Section 1. General. In addition to those easements provided for elsewhere in the Declaration, those provided for in Sections 2 and 3 and this Article XII shall and do exist.

Section 2. Utilities, etc. There is hereby granted a blanket easement upon, across, over and under the property subject to this Declaration or any portion thereof for ingress; egress; installation; replacing, repairing, and maintaining a master television antenna system and all utilities, including but not limited to, water, sewers, telephones, and electricity. By virtue of this easement, it shall be expressly permissible for the providing utility company to erect and maintain the necessary equipment to affix and maintain utility wires, circuits and conduits on, above, across, and under said property or any portion thereof. The easements provided for in this Section 2 shall in no way affect any other recorded easements on said property.

Section 3. Other. There is hereby granted a blanket easement to the Association, its officers, directors, agents and employees, and to all police officers, firefighters, ambulance personnel and all similar persons to enter upon the property subject to this Declaration or any portion thereof in the proper performance of their respective duties. Except in the event of emergencies, the rights accompanying the easements provided for in this Section 3 shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to and with the permission of the owner or owners directly affected thereby.

ARTICLE XIII Federal Home Loan Mortgage Corporation Regulations

Notwithstanding anything to the contrary contained in this Declaration, or in the By-Laws which are attached hereto, all terms, conditions and regulations which are now existing, or which may be amended from time to time, by the Federal Home Loan Mortgage Corporation pertaining to planned unit developments are hereby incorporated as terms and conditions of the Declaration and By-Laws and such shall be governing upon the Property, the Developer, and the Association.

Specifically, without limitation upon the foregoing, the following declarations shall be fully effective and controlling over any terms of the Declaration or By-Laws, which are in conflict. Any portion of such Declaration or By-Laws which are in conflict with this Section, or with any portion of Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association regulations pertaining to planned unit developments, are hereby deleted, such regulations are substituted here fore and to the extent that it is necessary to amend this instrument so that the Seller's Warranties will be deemed to be true (as defined in the Sellers Guide, issued by the Federal Home Loan Mortgage Corporation, Part III, Subsection 3.207), or any amendment thereto, then this instrument and the accompanying By-Laws shall be deemed to be so amended to conform thereto, and so that the legal guidelines and underwriting standards set forth in Sections 803.07 and 803.08 of the "FNMA Supplement" shall be incorporated herein by reference, and any conflicting provisions herein shall be deemed to be amended to conform thereto, anything herein to the contrary notwithstanding. The following additional rights mortgages are itemized as follows:

(a) A first mortgagee under a unit at his request is entitled to written notification from the Association of any default by the mortgager of such Unit in the performance of such Unit in the performance of such mortgager's obligations under the Declaration, By-Laws, or any of the planned unit development documents, which is not cured within thirty (30) days.

(b) Any first mortgagee of a Unit who comes into possession of the Unit pursuant to the remedies provided in the mortgage, deed of trust, foreclosure of the mortgage or deed of trust, or deed in lien of foreclosure shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit, which accrue prior to the time such holder comes into possession of the Unit (except for claims for a prorate share of such assessments or charges resulting from a prorate reallocation of such assessments or charged in all Units including the mortgaged Unit).

(c) Unless at least seventy-five (75%) percent of the first mortgagees (based upon one (1) vote for each mortgage owned) of Units have given their prior written approval, the Association shall not be entitled to:

(1) Change the prorated interest or obligations of any Unit for (a) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards and for (b) determining the prorate share of each Unit in the Association,

which is owned by the Unit Owners in the project in undivided prorate interests (“Command Elements”).

(2) Use hazard insurance proceeds for leases to any property (whether to individual Units or Common Areas) for other than the repair, replacement, or reconstructions of such improvements, in case of substantial loss to the Units and/or Common Elements to the project.

(3) Amend the Declaration, By-Laws or recorded plat in such a manner as to adversely affect the right or security enjoyed by a first mortgage lien holder.

(d) First mortgagees shall have the right to examine the books and records of the Association and/or the Property; and upon request, be permitted or entitled to receive an annual audited financial statement of the Property within 90 days following the end of any fiscal year of the Property; and written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

(e) An adequate reserve fund for the replacement of Common Elements will be established and funded by regular monthly payments rather than special assessments.

(f) All taxes, assessments and charges which may become liens prior to the first mortgage under the laws of the State of Tennessee shall relate only to the individual Unit and not to the project as a whole.

(g) No Unit owner, or any other party shall have priority over any rights of the first mortgagees of Units pursuant to their mortgages in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

(h) Any agreement for professional management of the project or any other contract of the Association, whether it be by the Developer, its successors or assigns, or any other person or entity, may be terminated without penalty 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.

(i) The Association shall give to the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association or any lending institution servicing such mortgages as are acquired by the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association, notice in writing of any loss to or the taking of, the Common Areas of the project if such loss or taking exceeds Ten Thousand Dollars (\$10,000.00). The Association may rely upon the information contained in the book entitled “Mortgages of Units” as must be established pursuant to the By-Laws, for a list of mortgagees to be notified hereby. All first mortgagees shall register with the “Book of Mortgages”.

(j) The interest of a first mortgagee in a mortgaged Unit shall be superior to the interests of any other person, group, partnership, corporation or entity of any kind, including any interest

the Board, the Developer or any Unit Owner may have in any portion of the premises, regardless of the nature of the interest or the manner in which it is acquired.

(k) Notwithstanding the above, any first mortgagee shall have all of the rights granted to a first mortgagee herein, and in addition shall have all the rights granted to an institutional first mortgagee under its Deed of Trust, and under the Laws of the State of Tennessee.

(1) Any lien of the Association resulting from nonpayment of assessments against a unit must be subordinate to the first mortgage or deed of trust lien against the unit.

(2) An adequate reserve fund for replacement of common area components must be established, which must be funded by annual payments rather than extraordinary special assessments. A working capital fund shall be established for the initial months of the planned unit development operation equal to at least a two months' established common area charge for each lot. Each lot's share of the working capital fund must be collected and transferred to the Association at the time of closing of the sale of each lot and maintained in a segregated account for the use and benefit of the Association. The purpose of the fund is to insure that the Association's Board of Directors will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Board. Amounts paid into the fund are not to be considered as advance payment of regular assessments.

(3) The Association shall give the holders of first deeds of trust and mortgages prompt notice of any default in the unit mortgagor's obligations under the documents not cured within 30 days of default.

(4) The holders of first deeds of trust or mortgages shall have the right to examine the books and records of the Association and to require annual reports and other financial data.

(5) A reasonable method for dealing with any condemnation of the Property shall be provided, specifying written notice to first mortgagees of any such proceedings and not disturbing mortgagees first lien priority.

(6) The Association shall have the right to maintain existing improvements regardless of any present or future encroachments of the common elements upon another unit.

(7) A unit shall not be subject to any unreasonable restraints on alienation which would adversely affect the title or marketability of the unit, or the ability of the mortgage holder to foreclose its first mortgage lien and thereafter to sell or lease the mortgaged unit.

(8) Construction of future units in a phased area must be compatible in design, materials and quality, as that to be built on the land described in Plat Book 18, page 208, said Register's Office.

ARTICLE XIV: Maintenance

The Association shall be responsible for all maintenance and repair to the Association Properties in accordance with the foregoing provisions, also specifically be responsible for the dry stack stone construction on the entry bridges into Brookstone over Stoner Creek. Assessments for the costs of maintenance and repair shall be made to all lot owners in accordance with Article V.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has caused this instrument to be executed by:

BY: James B Wood
Brookstone Homeowner's Association
Secretary

BY: Billy C Robinson GR
Brookstone Developments, LP

STATE OF TENNESSEE
COUNTY OF WILSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Billy C Robinson and Jim Wood, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be: Billy C Robinson, the General Partner of Brookstone Developments, LP and, Jim Wood, Secretary Brookstone Homeowners Association, being authorized to do so, executed the foregoing instrument for and in behalf of the Brookstone Homeowners Association and Brookstone Developments, LP, for the purpose therein contained

Witness my hand and seal, at office in Mt. Juliet, Tennessee, this 5th day of June 2018.

Ashley Richardson
Notary Public

My commission
expires:
8/7/2021

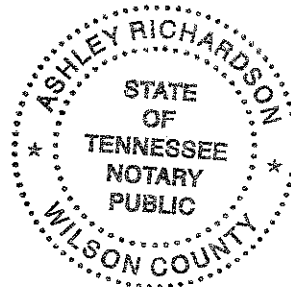


EXHIBIT A

Prepared By: Anderson-Delk & Associates, Inc.
618 Grassmere Park Drive, Suite 4
Nashville, Tennessee 37211
(615) 331-0809

Legal Description

Being a 5.49 more or less acre tract of land lying in the First Civil District of Wilson County, Tennessee, and being a portion of the Brookstone Limited Partnership property as of record in Box 402, Page 319, Register's Office in Wilson County, Tennessee, and being further described as the Open Space on the plan of Brookstone, Phase One, not yet of record, and being more particularly described in four tracts, as follows:

Tract One: Beginning at a point on the Southerly margin of Old Railroad Bed Road, said point being the most Northeasterly corner of the Joe Pascal property as of record in Book 138, Page 267 Register's Office Wilson County, Tennessee, and a Northerly corner of the aforementioned Brookstone, Phase One: thence with said Southerly margin of Old Railroad Bed Road, and with a curve to the right having a radius of 2967.37 feet, a delta of 0 degrees, 09 minutes, 53 seconds, a chord bearing of South 87 degrees, 19 minutes, 27 seconds East, a chord distance of 8.53 feet to a point; thence leaving said Southerly margin of Old Railroad Bed Road and with the Westerly margin of proposed Brookstone Boulevard, and with a return curve to the right having a radius of 30.00 feet, a delta of 92 degrees, 50 minutes, 06 seconds, a chord bearing of South 40 degrees, 49 minutes, 27 seconds East, a chord distance of 43.46 feet to a point; thence continuing South 05 degrees, 35 minutes, 36 seconds West a distance of 231.65 feet to a point; thence continuing, and with a curve to the right having a radius of 406.79 feet, a delta of 31 degrees, 25 minutes 00 seconds, a chord bearing of South 21 degrees, 18 minutes, 06 seconds West, a chord distance of 220.27 feet to a point; thence continuing, and with a curve to the left having a radius of 602.48 feet, a delta of 31 degrees, 10 minutes, 32 seconds, a chord bearing of South 21 degrees, 25 minutes, 20 seconds West, a chord distance of 323.79 feet to a point; thence continuing, and with a return curve to the right having a radius of 25.00 feet, a delta of 84 degrees, 02 minutes, 06 seconds, a chord bearing of South 47 degrees, 51 minutes, 07 seconds West, a chord distance of 33.47 feet to a point on the Northerly margin of proposed Brookstone Drive' thence with said Northerly margin of Brookstone Drive South 89 degrees, 32 minutes, 10 seconds West a distance of 120.03 feet to a point on the Westerly line of the afore-mentioned Brookstone Phase One; thence leaving the Northerly margin of Brookstone Drive and with the West a distance of 361.14 feet to a point in the Southerly line of the Joe Pascal property as of record I Book 138, Page 267, Register's Office Wilson County, Tennessee, said point being also in the approximate centerline of Stoner's Creek; thence with the Southerly line of said Pascal property, and with the approximate centerline of Stoner's Creed the following calls:

North 62 degrees, 53 minutes, 31 seconds East a distance of 127.49 feet to a point; thence North 77 degrees, 44 minutes, 29 seconds East a distance of 42.86 feet to a point; thence North 85 degrees, 33 minutes, 11 seconds East a distance of 132.04 feet to a point; thence

Leaving the centerline of Stoner's Creek and with the Easterly line of said Pascal property North 05 degrees, 35 minutes, 36 seconds East a distance of 226.74 feet to the point of beginning, containing 3.20 acres, more or less

Tract Two: Beginning at a point on the Southerly margin of Old Railroad Bed Road, said point being the most Northwesterly corner of the Nelle Hamilton Denson property, as of record in Book 137, Page 92, Register's Office Wilson County, Tennessee, and a Northerly corner of the afore-mentioned Brookstone Phase One; thence leaving said Southerly margin of Old Railroad Bed Road and with the Westerly line of said Denson property South 05 degrees, 35 minutes, 36 seconds West and a distance of 382.24 feet to a point in the approximate centerline of Stoner's Creek; thence with the Southerly line of said Denson property, said Southerly line being the approximate centerline of Stoner's Creek, the following calls'

South 38 degrees, 42 minutes, 47 seconds East a distance of 25.17 feet to a point; thence South 58 degrees, 44 minutes, 32 seconds East a distance of 86.21 feet to a point; thence South 49 degrees, 07 minutes, 01 seconds East a distance of 58.90 feet to a point; thence South 78 degrees, 42 minutes, 03 seconds East a distance of 35.98 feet to a point; thence South 76 degrees, 29 minutes, 41 seconds East a distance of 32.24 feet to a point; thence South 63 degrees, 36 minutes, 17 seconds East a distance of 74.57 feet to a point; thence South 80 degrees, 32 minutes, 43 seconds East a distance of 33.88 feet to a point; thence

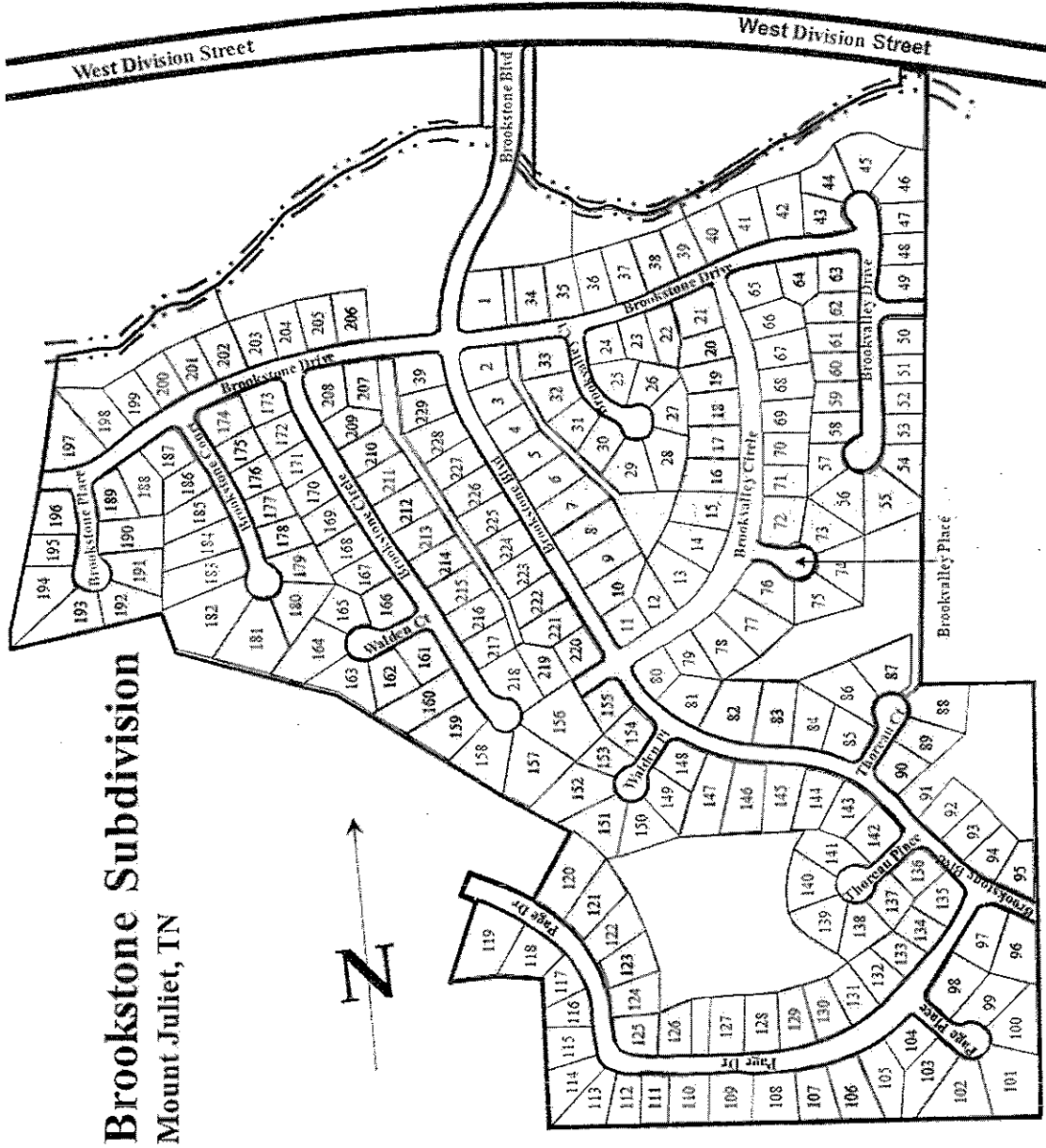
Leaving the Southerly line of said Denson property and with the Easterly line of the afore-mentioned Brookstone Phase One South 38 degrees, 01 minutes, 21 seconds East a distance of 61.69 feet to a point; thence leaving the Easterly line of said Brookstone Phase One and severing said Brookstone Phase One South 81 degrees, 15 minutes, 46 seconds West a distance of 338.58 feet to a point; thence continuing North 89 degrees, 52 minutes, 10 seconds West a distance of 116.53 feet to a point on the Easterly margin of proposed Brookstone Boulevard thence with said Easterly margin of Brookstone Boulevard, and with a curve to the right having a radius of 552.48 feet, a delta of 15 degrees, 53 minutes, 38 seconds, a chord bearing of North 29 degrees, 03 minutes, 47 seconds East, a chord distance of 152.7 feet to a point; thence continuing, and with a curve to the left having a radius of 693.23 feet, a delta of 31 degrees, 24 minutes, 58 seconds, a chord bearing of North 21 degrees, 18 minutes, 05 seconds East, a chord distance of 321.22 feet to a point; thence continuing North 05 degrees, 35 minutes, 36 seconds East a distance of 164.08 feet to a point; thence continuing, and with a return curve to the right having a radius of 30.00 feet, a delta of 89 degrees, 42 minutes, 06 seconds, a chord bearing of South 50 degrees, 26 minutes, 39 seconds West, a chord distance of 42.32 feet to a point on the Southerly margin of Old Railroad Bed Road; thence with said Southerly margin of Old Railroad Bed Road, and with a curve to the right having a radius of 2967.37 feet, a delta of 0 degrees, 11 minutes, 46 seconds, a chord bearing of South 84 degrees, 36 minutes, 24 seconds East, a chord distance of 10.16 feet to the point of beginning, containing 2.12 acres, more or les.

Tract Three: Beginning at a point, said point being a Southwesterly corner of the Jones Development Company property, as of record in Book 390, Page 784, Register's Office Wilson County, Tennessee, and being an interior corner of the above-mentioned Brookstone Limited Partnership property; said point being further described as a common corner of Lot 88 and common open space on the above mentioned plan of Brookstone, Phase One; thence with the Northwesterly line of said Lot 88 and with said margin of Thoreau Court, and with a curve to the left having a radius of 50.00 feet, a delta of 23 degrees, 34 minutes, 59 seconds, a chord bearing

of North 45 degrees, 18 minutes, 28 seconds West, an arc distance of 20.58 to a point, said point being a Southeasterly corner of Lot 37 on said plan of Brookstone Phase I; thence with the Easterly line of said Lot 87 North 56 degrees, 28 minutes, 27 seconds East a distance of 40.31 feet to a point; thence continuing North 06 degrees, 07 minutes, 32 seconds East a distance of 138.89 feet to a point; thence leaving the line of said Lot 87 North 73 degrees, 28 minutes, 46 seconds East a distance of 32.50 feet to a point on the Westerly line of the afore-mentioned Jones Development Company property; thence with the Westerly line of said Jones Development property South 6 degrees, 07 minutes, 32 seconds West a distance of 152.52 feet to the point of beginning, containing 0.12 acres, more or less.

Tract Four: Beginning at a point in the centerline of Brookstone Drive, said point lying 10.00 feet Southerly from the Southerly margin of Old Railroad Bed Road; thence with the common line of the herein described open space and the right-of-way of Brookstone Drive, and with a curve to the right having a radius of 10.00 feet, a delta of 90 degrees, an arc distance of 15.71 feet to a point; thence continuing South 05 degrees, 35 minutes, 36 seconds West a distance of 10.00 feet to a point; thence continuing, and with a curve to the right having a radius of 738.17 feet, a delta of 6 degrees, 12 minutes, 12 seconds, a chord bearing of South 08 degrees, 41 minutes, 42 seconds West, a chord distance of 79.88 feet to a point; thence continuing South 11 degrees, 47 minutes, 48 seconds West a distance of 34.14 feet to a point; thence continuing, and with a curve to the right having a radius of 2.00 feet, a delta of 167 degrees, 35 minutes, 35 seconds, a chord bearing of North 84 degrees, 24 minutes, 24 seconds, an arc distance of 5.85 feet to a point; thence continuing North 00 degrees, 36 minutes, 36 seconds West a distance of 34.14 feet to a point; thence continuing with a curve to the right having a radius of 738.17 feet, a delta of 6 degrees 12 minutes, 12 seconds, a chord bearing of North 02 degrees, 29 minutes, 30 seconds East, an arc distance of 79.92 feet to a point; thence continuing North 05 degrees, 35 minutes, 36 seconds East a distance of 10.00 feet to a point; thence continuing, and with a curve to the right having a radius of 10.00 feet, a delta of 90 degrees, an arc distance of 15.71 feet to the point of beginning, containing 0.05 acres, more or less.

EXHIBIT B



Brookstone Subdivision
Mount Juliet, TN