

014149

This instrument prepared by:
David W. Kious
Attorney at Law
805 South Church Street
8 Jefferson Square
Murfreesboro, TN 37130

RESTRICTIVE COVENANTS AND CONDITIONS APPLYING TO THE
SUBDIVISION NAMED BRECKENRIDGE, SECTION I,
9TH CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE

Bob Parks, being the owner in fee simple of the real estate that has been subdivided and named BRECKENRIDGE, SECTION I, according to a survey and plat of same made by W. Henry Huddleston, III, Civil Engineer, which plat is of record in Plat Book 12, page 96, Register's Office of Rutherford County, Tennessee, and which plat is made a part hereof by reference, does hereby agree and bind himself, his heirs, successors and assigns, that all the property described in said Plat Book 12, page 96 as well as any further properties incorporated therein in the future shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property and be binding on all parties having any right, title or interest to the property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

For Release and Covenant Not to Sue, see Trust Deed Book A-640, page 147.
(Re: Breckenridge Subd., Sec. I, Lot 55)

For Supplementary Declaration, see Deed Book 398, page 498.
For Amended Restrictions, see Deed Book 398, page 499.

ARTICLE I
DEFINITIONS

A. Association. Association shall mean and refer to the Breckenridge Homeowner's Association, its successors and assigns.

B. Owner. Owner shall mean and refer to the record owner, (including Declarant) whether one or more persons or entites, of a fee simple title to any lot which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

C. Property. Property (whether singular or plural) means all the land, property and space which is the subject of this instrument (by amendment or otherwise), and all improvements and structures erected, constructed or contained therein or thereon, including the Buildings and all easements, rights and appurtenances belonging thereto, and all furniture, furnishings, fixtures and equipment intended for the mutual use, benefit or enjoyment of the Owner.

D. Common Areas. Common areas shall mean all real property and the improvements thereon owned or maintained by the Association for the common use and enjoyment of the Owners. Common area to be owned by the Association at the time of the conveyance of the first lot is as described as Lot No. 55 on the plat of record in Plat Book 12, page 96 and/or, without limiting the definition of common areas, shall also mean swimming pool, tennis court, decorative entrances into the subdivision, a pond, and street islands.

E. Lot. Lot shall mean and refer to any numbered plot of land shown upon any recorded subdivision map for the properties with the exception of the common areas and dedicated streets, if any. Title to lots will be held by an Owner or Owners in fee simple. Proposed lots in future sections which are added shall become part of the Association

when the first lot is sold in the new Section. An Amendment to this Declaration and a new or amended Plat shall be recorded simultaneously.

F. Residence or Unit. Residence or Unit shall mean and refer to any portion of a building situated upon the properties designed and intended for use and occupancy as a residence by a single family.

G. Board of Managers or Board. Board of Managers or Board shall mean the governing body of the Association as provided in this instrument, the Articles of Incorporation and the By-Laws thereof.

H. Member. Member shall mean and refer to every person or entity who holds membership in the association.

I. Declarant. Declarant shall mean and refer to Bob Parks, his successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purposes of development. Declarant shall be synonymous with developer for the purpose of this declaration.

J. Common expenses. Common expenses mean and include (a) expenses of administration, operation, management, repair or replacement of the Common Areas of the project, (b) expenses declared common by the provisions of the instrument or the Charter, or By-Laws of the Association, (c) all sums lawfully assessed by the Board, and (d) expenses as provided in any duly authorized management agreement.

K. By-Laws. By-Laws means the By-Laws of Breckenridge Homeowner's Association.

L. Plat. Plat means the plat of survey of the Property of record in Plat Book 12, page 96, Register's Office of Rutherford County, Tennessee showing the number of each Lot and expressing its area, location and other data necessary for identification and any new or amended plats added pursuant to this Declaration. Developer is authorized and empowered irrevocably to amend the Plat (without joinder of any Lot Owner) to reflect as-built construction, to correct mistakes and to more clearly define common elements.

M. Majority or Majority of the Lot Owners. Majority or Majority of the Lot Owners means the owners of more than fifty (50%) percent of the undivided membership in the Association present and then eligible to vote. Any specific percentage of Lot Owners means that percentage of Lot Owners who in the aggregate own such specified percentage of the entire undivided membership in the Association, present and then eligible to vote.

N. Documents. Documents mean this document which may hereinafter be referred to as Declaration, the Articles of Incorporation, the By-Laws, the Plat and any amendments or supplements thereto.

ARTICLE II

THE ASSOCIATION

A. Organization.

1. The Association is a non-profit Tennessee corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, By-Laws and this Declaration. Neither the Articles nor the By-Laws shall, for any reason, be amended or otherwise

For Supplementary Declaration (Re: Section IV,
See Deed Book 496, page 205.

For Supplementary Declaration (Re: Breckenridge
Place and Breckenridge, Section III),
See Deed Book 527, page 680.

For Amended Restrictions Applying to Sections I and II,
See Deed Book 481, page 810.

For Amended Restrictions (Re: Breckenridge
Place, etc.), see Deed Book 527, page 680.

changed or interpreted so as to be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail. The officers and directors of the Association shall be required to be either (i) members of the Association; or (ii) officers, directors, agents, representatives or employees of Declarant or a successor to Declarant.

2. A Board of Directors of the Association, and such officers as the Board may elect or appoint, shall conduct the affairs of the Association in accordance with the Breckenridge documents. The Board shall, except to the extent specified membership approval shall be required by the By-Laws or by this Declaration, act on behalf of the Association in the implementation of this Declaration.

B. Membership.

1. Qualifications: Each Owner (including Declarant) shall be a member of the Association and shall be entitled to one (1) membership for each lot owned. Ownership of a lot shall be the sole qualification for membership in the Association.

2. Members Rights and Duties. Each member shall have the rights, duties and obligations set forth in the applicable Breckenridge documents.

3. Transfer of Membership. The Association membership of each Owner (including Declarant) shall be appurtenant to the lot giving rise to such membership, and shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon the transfer of title to said lot and only to the transferee of title to such lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a lot shall operate automatically to transfer the membership in the Association appurtenant thereto to the new owner thereof.

C. Voting Rights - Members, Classes of Members.

1. Class A. Members: Class A Members shall be all owners with the exception of the Declarant; but, in no event shall more than one (1) vote be cast with respect to any lot in this class.

2. Class B. Members: Class B Members shall be the Declarant and any successor thereto and shall be entitled to three (3) votes for each lot owned. The Class B Membership shall cease and be converted to Class A Membership when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

D. Duties of the Association. The Association shall, in addition to such obligations, duties and functions as are assigned to it by other provisions of this Declaration, have the obligations, duties and functions, (subject to the provisions of this Declaration), to do and perform each and every of the following for the benefit of the Owners and for the maintenance, administration and improvement of the properties.

For Supplementary Declaration (Re: Section VI),
See Deed Book 573, page 176.

For Supplementary Declaration (Re: Section V),
See Deed Book 551, page 893.

For Amendment to Restrictions,
See Deed Book 568, page 720.

1. Additional lands. Accept as part of the property all real estate annexed or added pursuant to this Declaration and accept all owners thereof as members of the Association, subject to the membership requirements set forth herein and in the By-Laws. Accept all additional sections on the same terms as the original section.

2. Enforcement. Take such action, whether or not expressly authorized herein or in any other governing instrument, as may reasonably be necessary to enforce the restrictions, limitations, covenants, affirmative obligations, conditions, and other provisions of this Declaration, the plat, the By-Laws and Articles, and the other Breckenridge documents.

3. Operation and Maintenance of Common Area. To operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the Common Area, together with all easements for operation and maintenance purposes and for the benefit of the Association or its members over and within the Common Area and; to keep all improvements of whatever kind and for whatever purpose from time to time located thereon in good order, condition and repair; and to maintain any parking areas free and clear of obstructions and unsafe conditions for vehicular use at all times.

4. Water and Other Utilities. To acquire, provide and/or pay for water, sewer, garbage disposal, electrical, telephone and gas and other necessary utility services for the Common Area.

5. Taxes and Assessments. To pay all real and personal property taxes and assessments (if any) separately levied upon or assessed against the Association and/or any property owned by the Association. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond insuring a payment is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes. It is the intent of this Declaration in as much as the interest of each Owner to use and enjoy the Common Area appurtenant to such Owner's lot is an interest in real property on a proportionate basis appurtenant to each lot, that the value of the interest of each Owner in such Common Area shall be included in the assessment for each lot, and as a result any assessment directly against such Common Areas should be of a nominal nature reflecting that the full value of the same should be included in the several assessments of the various lots.

6. Dedication for Public Use. Upon being directed by Declarant or its successor to do so, as long as Declarant is a Class B Member, to promptly dedicate such streets, roads and drives and such water, sewer or other utility lines or facilities and appropriate easements as may be specified by Declarant or its successor to such municipalities, utility companies, political subdivisions, public authorities or similar agencies or bodies as may be designated by Declarant or its successor.

7. Insurance. To obtain and maintain insurance as provided for by either the By-Laws, this Declaration or the mortgagee protective agreement referred to in later sections of this Declaration.

8. Rule Making. To make, establish, promulgate, amend and repeal the Association rules as

provided for by this Declaration and the other Association documents except as otherwise provided.

9. Enforcement of Restrictions and Rules. To perform such other acts, whether or not expressly authorized by this Declaration as may be reasonably necessary or appropriate to enforce or effectuate any of the provisions of this Declaration and the Association rules.

10. Execution of a Mortgagee Protective Agreement. Upon being directed to do so by Declarant, or by a successor to Declarant, during the period in which Declarant is continuing to develop this project or to areas to be annexed into this project to execute and cause to be recorded from time to time written agreements in favor of holders or insurers of mortgages secured upon portions of the properties, conditioning specified actions of the Association upon specified mortgagee approval, permitting such mortgagees or insurers to take certain actions upon the failure of the Association to take specified action or conforming the Breckenridge documents to the requirements of such mortgagees or insurers, providing that any such agreements do not contravene the requirements of the Breckenridge documents or any applicable law.

E. Powers and Authority of the Association. The Association shall have all of the powers of a non-profit corporation organized under the laws of the State of Tennessee, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the By-Laws, or this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under this Declaration, the Articles and By-Laws, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association, including the following which are listed without intent to limit the foregoing grant.

1. Assessments. To levy assessments on the owners of lots and to enforce payment of such assessments, all in accordance with the provisions of this Declaration.

2. Right of enforcement in its own name, on its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of any Breckenridge covenants, conditions, obligations or duties and to enforce, by mandatory injunction or otherwise, all the provisions of the Declaration, Articles and By-Laws.

3. Easements and Rights-of-Way. To grant and convey to any third party easements and rights-of-way in, on, over or under the Common Areas for the purpose of constructing, erecting, operating or maintaining thereon, therein, or thereunder, (1) overhead or underground lines, cables, wires conduit or other devices for the transmission of electricity and for lighting, heating, power, telephone, television cables, radio and audio antennae facilities and for other appropriate purposes; (2) public sewers, storm water drains and pipes, water system, sprinkling systems, water, heating and gas lines or pipes; and (3) any similar public or quasi-public improvements or facilities.

4. Employment of Manager and Employees. To employ the services of any person or corporation as manager,

together with employees, to manage, conduct and perform the business, obligations and duties of the Association as may be directed by the Board and to enter into contracts for such purpose. Such manager and employees shall have the right of ingress and egress over such portion of the properties as is reasonably necessary for the purpose of performing such business, duties and obligations.

5. Mortgagee Protective Agreements. To execute and cause to be recorded from time to time agreements in favor of holders or insurers of mortgages secured upon portions of the properties. Such agreements may condition specified action, relevant to this instrument, of the activities of the Association upon approval by a specified group or number of mortgage holders or insurers. Actions and activities which may be so conditioned by such agreement may include, but shall not be limited to the following: (i) any act or omission which seeks to abandon, partition, subdivide, encumber, sell or transfer the Common Areas or any other real estate or improvements owned, directly or indirectly, by the Association for the benefit of any lots; (ii) any change in the method of determining the obligations, assessments, dues or other charges which may be levied against the owners of lots; (iii) any act or omission which may change, waive or abandon any scheme or regulations, or enforcement thereof, pertaining to the architectural design, exterior appearance or exterior maintenance and improvements erected upon the properties, driveways, or the upkeep of lawns or plantings located upon the properties; (iv) failure to maintain specified fire and extended coverage insurance on insurable portions of the Common Areas; (v) use of hazard insurance proceeds for losses to any improvement erected upon the Common Areas for other than the repair, replacement or reconstruction of such improvements; (vi) the failure to maintain kinds of insurance and amounts, from and covering risks as specified by such mortgage holders or insurers; (vii) permitting holders of specified mortgages on lots to jointly or singly, pay taxes or other charges which are in default which may have become a charge against the Common Area, to pay overdue premiums on hazard insurance lapse of any such policy for such property and permitting mortgagees making any such payments to recover the amount thereof from the Association.

6. Right of Entry. Without liability to any owner of a lot, to cause its agents, independent contractors, and employees after reasonable notice, or without notice in the event of an emergency, to enter upon any lot for the purpose of enforcing any of the rights and powers granted to the Association in the Instruments, Articles and By-Laws, and for the purpose of maintaining or repairing any portion of the properties if for any reason whatsoever the Owner thereof fails to maintain it in good condition and repair and so as to present an attractive exterior or appearance as required by the documents, or as reasonably required to promote or protect the general health, safety and welfare of the residents and users of the properties.

7. Maintenance and Repair Contracts. To contract and pay for or otherwise provide for the maintenance, restoration and repair of all improvements of whatsoever kind and for whatsoever purpose from time to time located upon or within the Common Areas or as required for exterior maintenance, sidewalks or lot clean-up in the event owner fails to maintain as required.

8. Insurance. To obtain, maintain and pay for such insurance policies or bonds, whether or not required by

any provision of this Instrument or any By-Laws, as the Association shall deem to be appropriate for the protection or benefit of the Association, the members of the Board, the members of any standing committee, their tenants or guests, including, but without limitation, fire and extended insurance coverage covering the Common Areas, liability insurance, worker's compensation insurance, and performance of fidelity bonds.

9. Utility Service. To contract and pay for, or otherwise provide for, utility services, including, but without limitation, water, sewer, garbage, electrical, telephone and gas services.

10. Professional Services. To contract and pay for, or otherwise provide for the construction, reconstruction, repair, replacement or refinishing of any roads, drives or other paved areas upon any portion of the properties not dedicated to any governmental unit and on the lots in the event the owners fail to keep such paved area maintained and repaired.

11. Protective Services. To contract and pay for, or otherwise provide for, fire, security and such other protective services as the Association shall from time to time deem appropriate for the benefit of the properties, the Owners and their guests.

12. General Contracts. To contract and pay for, or otherwise provide for, such materials, supplies, furniture, equipment and labor as and to the extent the Association deems necessary.

13. Liens. To pay and discharge any and all liens from time to time placed or imposed upon any Common Areas on account of any work done or performed by the Association and the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration.

14. Condemnation. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority or acquisition of any of the common areas or any part thereof. In the event of a taking or acquisition of part or all of the common areas by any condemning authority, the award or proceeds of settlement shall be paid to the Association for the use and benefit of the lot owners and their mortgagees as their interests may appear. All owners, by the acceptance of a Deed conveying a lot, irrevocably constitute and appoint the Association their true and lawful attorney in their name, place and stead for the purpose of dealing with any condemning authority in any condemnation proceeding. Title to the lots is declared and expressly made subject to such irrevocable appointment of the power of attorney. Any distribution of funds in connection with the condemnation of any part of the common area shall be made on a reasonable and equitable basis by the Board or by a special committee appointed by the Board for that purpose.

ARTICLE III

PROPERTY RIGHTS

A. Owner's easement of enjoyment. Every owner in addition to a perpetual unrestricted right of ingress and egress to his own lot which passes with title shall have the right and easement of enjoyment in and to the common areas

which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

1. The right of the Association to permit the use of and to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area; and to limit the number of guests and adopt rules regulating the use and enjoyment of the Common Areas.

2. The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period in which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days after notice and hearing as may be provided for in the By-Laws or rules for an infraction of its published rules and regulations.

3. The right of the Association to dedicate or transfer any part of the common area to any public agency, authority, or utility for the purpose of providing utilities, streets, or any similar purpose.

B. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his rights of enjoyment of the common area and the facilities to the members of his family, or contract purchasers, who reside on the property.

C. Parking rights. The use of parking areas, if any, within the Common Area, together with the terms and conditions with regard to such use, shall be subject to the Association rules as same are in effect from time to time.

D. Land Use. No lot shall be used except for residential purposes.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENT

A. Creation of the Lien and Personal Obligation of Assessments.

1. The Declarant, for each lot owned within the properties, hereby covenants, and each Owner for any lot, by said acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements or losses, or for failure to maintain and repair, such assessments to be established and collected as hereinafter provided.

2. All 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 attorneys' 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 assessment shall not pass to his successors in title unless expressly assumed by them, but no such assumption shall relieve any Owner personally obligated from his personal liability.

B. General Assessments.

1. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the properties; the improvement, operation and maintenance of the Common Area; the duties and exercise of the powers of the Association; the payment of the proper expenses of the Association and all costs incurred in the performance by the Association of its duties, and the establishment of reasonable reserves for the maintenance repair and replacement of paved areas within the common areas, landscaping and other improvements upon the Common Area.

2. General Assessments levied by the Association for each fiscal year shall be adequate to finance the operation and activities of the Association, to satisfactorily maintain the Common Area, and maintain adequate repair and replacement reserves.

C. 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 cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

D. Notice and Quorum for any Action Authorized under Section B. and C. Written notice for any meeting called for the purpose of taking any action authorized under Section B. and/or C. shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting and shall state the purpose of such meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of such class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

E. Rate of Annual Assessment. Annual assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis or otherwise at the discretion of the board.

F. Date and Commencement of Annual Assessments.

1. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days in advance of each annual assessment, the Board of Directors shall fix the amount of the annual assessment of 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, but failure to fix or to notify shall not constitute a waiver of this right or of owner's obligation to pay. The due date shall be established by the Board of Directors.

2. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth when the assessment on a specified lot has been paid. A properly executed certificate of the Association as to the status of the assessments on a lot is binding upon the Association as of the date of its issuance.

G. Effect of Non-payment 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 the highest rate allowed by state law and shall be a lien against the lot, and shall further be the personal obligation of the person owning the unit at the time the assessment comes due. 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, cost and reasonable attorneys' 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 area or abandonment of the lot.

1. 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 Lot Owners, their heirs, administrators, successors and assigns, hereinafter referred to as trustors, hereby transfer and convey unto David W. Kious, Trustee, his successors and assigns, the real estate hereinbefore described and specifically the property owned by the owner subject to this Declaration, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

Trustors agree to pay their prorata share of Common Expenses 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 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 pursuant to the requirements of this Declaration and the rules and regulations adopted by the Association, 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 Common Expenses 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 Rutherford County, Tennessee, to sell said property at the east door of the Courthouse in said County to the highest bidder for cash, at public outcry, free from the equity or right (statutory or otherwise) of redemption, homestead, dower, spouse's elective share and all other rights and 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 th 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 trustor(s) legally entitled thereto, 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 of Rutherford County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

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

G. Subordination of the Lien to Mortgages.

1. This transfer and conveyance, and the lien for common expenses payable by a Lot Owner which is secured by the transfer and conveyance shall both be subordinate to the lien of a recorded First Mortgage or Deed of Trust on the interest of such Lot 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 common expenses 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 or Trust. While the lien for assessments may be extinguished, the personal indebtedness therefor shall remain and be the personal obligation of the Lot Owner who owned the lot when the assessment came due. Any delinquent assessments (after lien extinguishment) may be reallocated and assessed among all Lots as a common expense. This subparagraph shall not be amended, changed, modified or rescinded except for the appointment of a substitute Trustee without the prior written consent of all First Mortgagees and Beneficiaries of record.

2. For purposes of this section a sale or transfer of a lot or unit shall occur on the date of recordation of an instrument of title evidencing the conveyance of record title.

H. Exempt property. All property dedicated to, and adopted and accepted by a local public authority shall be exempt from the assessments created herein. However, no land or improvements devoted to any dwelling use shall be exempt from said assessments in any case.

I. Mortgage Protection Clause. No breach of the covenants, conditions, or restrictions herein contained for the enforcement of any lien provisions herein shall defeat or render invalid the lien of any prior mortgage given in good faith and for value, but said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or other judicial sale or in lieu of such of any prior mortgage.

J. Each Owner shall indemnify and hold harmless each of the other Owners and the Association from any liability arising from the claim of any lien claimant or judgment debtor against the lot of any other Owner or of the Common Area. The Association or any affected owner may enforce this obligation which includes reasonable costs and attorney fees in the manner of a special assessment or by action at law including all rights granted to the Association under Article IV.

L. Notwithstanding the prior provisions of this Article IV, the declarant shall be exempt from 75% of all assessments and shall pay for each lot he owns only 25% of all such assessments and costs of each and every kind levied by the association.

ARTICLE V

ARCHITECTURAL CONTROL

A. Approval of Plans and Architectural Committee.

1. No construction, reconstruction, remodeling alteration or addition to any structure, building, fence, wall, driveway, path or other improvement of any nature on any lot shall be constructed or undertaken without obtaining the prior written approval of the Board of Directors through the Architectural Committee appointed by the Board as to the intended location of same and as to its plans and specifications showing the nature, shape, height, materials and such other specifics as may be required including its architectural style. For this purpose, the Board of Directors shall establish an architectural committee composed of three (3) or more members appointed by the Board which shall have full authority to review and act upon requests for approval of such requests. As a prerequisite to consideration for such approval, and prior to the beginning of the contemplated work, the applicant must submit a set of plans and specifications with a written request for their approval. The Architectural Committee shall be the sole arbiter of same and may withhold approval for any reason including purely esthetic considerations. In the event the Board, or its designated Architectural Committee fails to approve or disapprove the plans for design and location within thirty (30) days after they have been submitted, approval will not be required and this section will be deemed to have been fully complied with. Upon approval being given, construction shall commence within ninety (90) days thereafter, and shall be processed to completion promptly and in strict compliance with the approved plans; otherwise the approval shall be void. Each Owner acknowledges that the decor, color scheme, landscaping, and design of the property has been selected in such a manner as to be consistent and harmonious with other lots and residences in the subdivision and agrees to maintain and perpetuate the visual harmony of the properties.

2. Prior to the formation of the Architectural Committee, the declarant or his successors and assigns shall constitute or may appoint a person or persons to act as the Architectural Committee.

ARTICLE VI
INSURANCE

A. Casualty insurance. The Association shall keep all insurable improvements and fixtures on the common area insured against loss and damage by fire for the full insurable replacement cost thereof, and shall obtain insurance against such other hazards and casualties as the Association may deem desirable as well as a general liability insurance policy covering all common areas with coverage of at least One Million Dollars (\$1,000,000.00) for bodily injury or property damage for any single occurrence as well as coverage for any legal liability that results from lawsuits related to employment contracts in which the Association is a party. All policies shall provide that they may not be cancelled or substantially modified without ten (10) days written notice to all insureds including the mortgagees if any. The Association shall also insure any other property whether real

or personal, owned by the Association, against loss or damage by fire or casualty and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. All casualty, liability and fidelity bond coverage shall be in such manner and in such amount as required by the Federal National Mortgage Association (FNMA), and their requirements thereto as set forth in Sections 501-504, FNMA Lending Guide, are adopted herein by reference. Any insurance coverage with respect to the common area or otherwise shall be written in the name of, and the proceeds thereof, shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all such insurance carried by the Association are common expenses included in the common assessments made by the Association.

B. Replacement or Repair of Property. In the event of damage to or destruction of any part of the common area improvements, the Association shall repair or replace same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the cost of repair or replacement of the property damaged or destroyed, the Association may make a special assessment against all owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other common assessments made against such lot Owner.

C. Other insurance. The Association may also maintain and pay for insurance policies or bonds that are appropriate for the protection and benefit of the Association, members of the Board and any standing Committee, tenants or guests, including, but without limitation, workers compensation, malicious mischief, and performance of fidelity bonds.

D. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of property which may be damaged or destroyed.

E. Hazard, Flood, Homeowners, and Fire Insurance. Each owner shall obtain and maintain in effect fire and appropriate damage and physical loss insurance, all in an amount equal to the then current full replacement value of each residence and improvement owned by such owner, which may be established from time to time by the Board or the Association by resolution. Such additional insurance requirements may be set forth in agreements or other undertakings which the Board or Association may enter into with or for the benefit of holders or insurers of mortgages secured upon portions of the properties.

F. Obligation to Repair and Restore.

1. Subject only to the rights of an institutional holder of the first mortgage lien on the damaged lot, insurance proceeds from any insurance policy covering a lot shall be first applied to the repair, restoration, or replacement of such residence. Each Owner shall be responsible for the repair, restoration, or replacement of each residence owned by such owner pursuant to the terms hereof. Any such repair, restoration or replacement shall (subject to advances and changes in construction techniques and materials generally used in such

construction and in currently generally accepted design criteria) be generally harmonious with the other Breckenridge residences, and reconstruction must be consistent with plans approved by the Architectural Committee. Such repair and restoration will be commenced as soon as possible.

2. If the proceeds of insurance are insufficient to pay for the cost of repair, restoration, or replacement of a residence or improvement, the owner of such residence shall be responsible for the payment of any such deficiency necessary to complete the repair, restoration or replacement.

G. Association Rights. If any owner fails to obtain the insurance required in this article, or fails to pay the premiums therefor when and as required or fails to otherwise perform the obligations of an owner under this article the Association may (but shall not be obligated to in any manner) obtain such insurance, make such payments for any such owner, and/or perform such obligations, and add the cost of such payments or performance, as a special assessment, to the assessments of such owner and enforce the payment of the assessment in a like manner as a general assessment.

H. Proof of insurance. Each owner shall provide the Association with a copy of an appropriate insurance policy and a paid receipt thereof, showing that the Owner has proper hazard, fire, flood and homeowners insurance coverage. Failure to so provide such insurance proof on an annual basis or at such other times as the Association may reasonably require will be construed as a default of the obligations under this article, and the Association may take whatever reasonable steps it deems necessary, including the procurement of insurance on said residence, with the Owner to be liable for such procurement as set forth above. All such insurance shall contain a provision for the notification of the Breckenridge Homeowner's Association, and each mortgage holder named in the mortgage clause, at least ten (10) days prior to the cancellation, or substantial change, of coverage. Nothing herein shall be construed so as to require the Association to procure, insure or be a guarantor that insurance is procured or in force on any lot.

I. Notice to First Mortgagees. In the event of substantial damage to or destruction of any part of the Common Elements, the institutional holder of any first deed of trust or mortgage on a Lot will be entitled to timely written notice of any such damage or destruction and no provision of any document establishing the Property will entitle the owner of a Lot or other party to priority over such institutional holder with respect to the distribution to such Lot of any insurance proceeds.

ARTICLE VII EXTERIOR MAINTENANCE

A. Maintenance of, repairs to and replacements to the Common Elements shall be the responsibility of and shall be furnished by the Association. The cost of maintenance of, repairs to and replacements to the Common Elements shall be part of the common expenses, subject to the By-Laws, rules and regulations of the Association. If, due to the act or neglect of a Lot Owner, or of his agent, servant, tenant, family member, invitee, licensee or household pet, damage shall be caused to the Common Elements, to the sidewalks, or to a Lot owned by others, or maintenance, repair or replacement are required which would otherwise be a common

expense, 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 or to the extent any such claim raises insurance premiums.

In addition to the utility and maintenance easements as may appear on the Plat, the authorized representatives of the Association, Board or of the Managing Agent with approval of the Board shall be entitled to reasonable access to the individual lots as may be required in connection with the preservation of any individual lot in the event of an emergency, or in connection with maintenance of, repairs or replacements of the Common Elements or any equipment, facilities or fixtures affecting or serving other lots and the Common Elements or to make any alteration required by any governmental authority.

B. Each lot owner must construct, furnish, maintain and repair a mailbox of uniform design and placement, to be determined by the Architectural Committee (or board acting as such committee), at his separate expense and must maintain the same.

C. Each lot owner is responsible for all exterior maintenance on his own lot. Each owner shall repair, maintain or replace all exteriors on any building in a good and husbandlike manner. Additionally all landscaping, plants, shrubs, driveways, walks, yards, sidewalk adjacent to the street, etc. shall be maintained in a neat, orderly condition and in a good state of repair and maintenance. All exterior maintenance, including painting, shall be done in the color, method and design that is suitable and approved by the Architectural Committee. The Architectural Committee can base its decisions solely on esthetic considerations.

ARTICLE VIII USE RESTRICTION

LOT USAGE

The following restrictions are in addition to the restrictions and conditions on lot usages aforementioned:

1. No lot may be used for any purpose except for the construction and maintenance of a residential building, and no such residential structure on any such lot shall be designed, constructed or used for more than one family.

2. No lot shall be resubdivided, but shall remain as shown on the recorded plat. It is permissible, however, for one residence to be constructed on more than one lot. A slight variance in the property lines may be made by adjacent owners, but not for the purpose of subdividing into more lots.

3. No noxious or offensive operations shall be conducted or maintained on any lot and nothing shall be constructed, reconstructed or kept on any lot which may constitute an annoyance or nuisance to the neighborhood.

4. No animals or livestock of any kind shall be allowed or maintained on any lot, except that dogs, domestic cats, or other household domestic pets may be kept, provided that they are not kept for commercial purposes. No poultry of any kind or description shall be allowed or maintained on any lot at any time for any purpose.

5. No trailer, basement house, tent, garage, barn, or other outbuilding shall be erected or used as either a temporary or permanent residence.

6. No sign of any kind shall be displayed on any lot except one non-illuminated sign of not more than four square feet advertising the property for sale or rent.

7. Garbage and refuse disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All such containers for the storage of such material shall be kept in a neat, clean and sanitary condition.

8. Lawful use. No immoral, improper, offensive or unlawful use shall be made of the common area or lots and living units nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

9. Commercial businesses. No commercial business may be maintained on the common area or on the lots.

10. Alterations. Nothing shall be altered or constructed in or removed from the common area except upon the written consent of the Association. No landscaping shall be altered or disturbed on either the common area without prior written approval of the Board.

11. Rules of the common area. The Board is authorized to adopt rules for the use of the common areas and such rules shall be furnished in writing to the Owners. All such use of the common areas shall be subject to said rules as adopted.

12. Driveway. Driveway surface material, construction and design, must be approved by the Architectural Committee. In no event shall driveways be unfinished or paved with asphalt. Driveways must be of concrete or other materials approved by the architectural review committee, and all driveways must be completed prior to occupancy.

13. The minimum square feet of living area in any residence shall be 2,400 square feet exclusive of garages, porches, terraces, etc. The minimum square feet of living area on all ground floors shall be 1200 square feet.

14. Dwellings of masonry exterior finish with said masonry extending to grade level are encouraged; however, the Architectural Committee may allow other exterior finish as they may determine in their sole and absolute discretion.

15. All dwellings must be a minimum of 55 feet wide measured from the exterior walls.

16. Single story residences shall have a roof pitch of 8 and 12, and 1 1/2 story or 2 story residences shall have a roof pitch of 6 and 12, unless otherwise permitted by the Architectural Committee.

17. All garages shall enter from the side or rear (except the Architectural Committee has authorization to waive this requirement where the shape of the lot and the design of the residence necessitates a variance, provided, however, that if the requirement is waived, the garage door must be of the highest esthetic quality and design and the owner shall be required to install and maintain an operational garage door opener), and all garage doors shall remain closed, except for actual ingress or egress therein. There shall be no detached garages or other accessory buildings constructed or located on the premises unless prior approval in writing is granted by the Architectural Committee. Furthermore, all garages must be of at least double car garage size.

18. Preassembled structures for residential purposes shall not be permitted even though said structure may meet all minimum square footage and other requirements.

19. A. No building shall be constructed or maintained on any lot (i) in any reserved drainage utility or landscape easement area; or (ii) closer to the street than the setback line as shown on the recorded plat; PROVIDED, HOWEVER, unclosed porches, either covered or uncovered, bay windows, steps, or terraces shall be permitted to extend across the setback lines; PROVIDED, FURTHER, HOWEVER, that the main structure does not violate the setback line.

B. Once construction has commenced, it shall proceed diligently. Owner is responsible for maintaining a neat and orderly construction site.

20. A. The only fences which shall be permitted on lots shall be those erected with the express written approval of the Architectural Committee, which is charged to ensure that said fences conform to the general character and atmosphere of the neighborhood. Under no circumstances shall chain link fences be permitted. The Architectural Committee may require, as a condition of approval, the use of hedges or other greenery as screening for the fence. All fences must be maintained in good repair, and owners agree to abide by reasonable requests for repairs and maintenance as may be made by the Architectural Committee.

B. On all lots except corner lots, no fence shall be permitted between the front building or setback line and the street. However, the use of hedges, shrubbery or evergreens as a fence, or in lieu of a fence, and extending to the front or sides of any lot is permitted, PROVIDED such hedges, shrubbery or evergreens shall not be permitted to be in excess of forty-two (42) inches in height. On all corner lots, no fence shall be permitted between either building or setback line and either street. In the event an owner incorporates any utility, landscape or drainage easement shown on the plat within the boundaries of a fence, the inclusion of this area shall be done in such a manner so as not to interfere with any drainage or other use of said easement.

21. All driveway entrances from the street to each lot shall conform to the following standards: The entrances from the street to each lot shall be sixteen (16) feet in width tapering back to no less than twelve (12) feet in width. The sixteen (16) foot apron shall extend to the inside edge of the sidewalk and said apron is to be of broom finish concrete only.

22. No dwelling shall be constructed on any lot closer than twelve and one-half (12 1/2) feet to either side lot line.

23. No lot owner may construct or place any outbuilding, clothes line, satellite dish, solar panels, fence or any other structure, pen or enclosure, (specifically excluding basketball goals as long as the goal is placed in the backyard only), on the lot owner's property without the prior written approval of the Architectural Committee.

24. Repair of vehicles. No vehicles of any type shall be parked upon the properties or in the vicinity of any residence or in the common area for purposes of accomplishing repairs thereto. This restriction shall also apply to all vehicles not in operating condition regardless of whether or not such vehicles are being repaired.

25. Recreational vehicles. There shall be no prolonged outside parking of recreational vehicles, including, but not limited to camping trailers, boats, and motor homes on any lot, street or common area.

ARTICLE IX
EASEMENTS, ENCROACHMENTS, COMMON AREA

A. An easement on all lots is hereby reserved for installation and maintenance of utilities within the 20 foot area as shown on the plat of the subdivision.

B. Sidewalks. There shall be sidewalks within the subdivision adjacent to the front lot line of each lot and adjacent to the side line fronting the street of each corner lot. The area from the edge of the street to the lot line shall be maintained by the lot owner as if said lot hypothetically extended to the edge of the street. Thus, all grass area within the hypothetically extended area of the lot shall be neatly maintained, the sidewalk shall be kept clean and unobstructed and the lot owner shall make all repairs and pay for the maintenance of the sidewalk regardless of fault or damage caused by others. Additionally, any sidewalk or curb damaged shall be repaired without delay, and should the necessary repair or maintenance of the sidewalk or grass area not be completed, then the developer and/or Association may make said repair or maintenance and charge the cost of same to the lot owner.

For the maintenance, repair or replacement of the sidewalk, there is hereby reserved an easement on each lot 20 feet in depth, adjacent and parallel with the sidewalk. The specifications for the construction of sidewalks shall be those standard specifications of the City of Murfreesboro. Declarant and/or Association has the right to alter the location of any sidewalk, even if the alteration encroaches on a lot, for the purpose of saving trees that may be in the path of the sidewalk.

C. Easements for Utilities. Easements for installation of utilities and drainage facilities are reserved as shown on the recorded plat and as set forth herein or as required by later amendments. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels and easements.

D. Common Areas. The Common Area shall be conveyed to the Association in fee simple for the use, enjoyment and convenience of all Owners. Each lot and residence is hereby declared to have, subject to the provisions of this Declaration, a non-exclusive easement over all the Common Areas for the benefit of such lot or residence, the Owners of such lot or unit and each of them, and for their respective families, guests, invitees and contract purchasers, for recreation and other appropriate intended purposes and uses and without limiting the generality of the foregoing, for ingress and egress over and through the common areas, subject to the right of the Association to adopt reasonable rules and regulations for such use. In furtherance of the establishment of this easement, the individual grant deeds and mortgages to each lot may, but shall not be required to, set forth the foregoing easement. Except as otherwise provided for by this Declaration, the Common Area may be alienated, released, transferred, or otherwise encumbered only with the written approval of all Owners and each holder of a first mortgage on any lot.

E. Association Functions. There is hereby reserved to Declarant, any successor to Declarant, and the Association, or the duly authorized agents, representatives and managers of the Association, such easements as are necessary to perform the duties and obligations of the Association as are set forth in this Declaration and any other Breckenridge documents.

F. Ingress and Egress. In addition, there is reserved to Declarant for the use and benefit of any adjoining property that has been added as a new section to Breckenridge or is intended to be added as a new section, a right of ingress and egress over the streets, a right to attach to and use sewer and utility easements and such other easements as may be necessary to develop said property.

G. Covenants Running with Land. Each of the easements provided for in this Declaration shall be deemed to have been established upon the recordation of this Declaration, and shall thenceforth be deemed to be covenants running with the land for the use and benefit of the lots and units, and common areas as the case may be, superior to all other encumbrances applied against or in favor of any portion of the properties which is the subject of this Declaration.

H. Subject to prior utility easements. Notwithstanding anything herein expressed or implied to the contrary, this Declaration shall be subject to all easement heretofore or hereafter granted by Declarant for ingress or egress and for the installation and maintenance of utilities, sewers, television cables, drainage, and similar facilities that are necessary or appropriate for the development of the properties.

I. Utility Easements, Duties and Rights. The rights and duties of the Owners of lots with respect to sanitary sewers and water, electricity, television cables, gas and telephone, shall be governed by the following:

1. Whenever sanitary sewer house connections and/or water house connections or electricity, television, gas or telephone lines are installed within the properties, which connections or any portion thereof lie in or upon lots owned by others, then the Owners of the lot served by said connections, shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon said lots or to have the utility company enter upon the lots within the properties in or upon which said connections, or any portion thereof lie, to repair, replace and generally maintain said connections as and when the same may be necessary.

2. When sanitary sewer house connections and/or water house connections or electricity, television cables, gas or telephone lines are installed within the properties, which connections serve more than one (1) lot, the Owner of each lot served by said connections shall be entitled to full use and enjoyment of such portions of said connections as service his lot.

ARTICLE X GENERAL PROVISIONS

A. Enforcement. The Association, Declarant, or any Owner shall have the right to enforce, by any proceeding at law or in equity, the restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by this Declaration. The expense of enforcement shall be chargeable to the Owner of the lot violating the provisions

hereof and shall constitute a lien on the lot collectable in the same manner as a general assessment. Failure by the Association, the Declarant or any Owner to enforce any covenant or restriction herein contained shall in no event constitute a waiver of the right to do so thereafter. Any lot owner shall likewise have a right of action against the Association for failure to comply with its duties.

B. Severability. Invalidation of any one of the covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

C. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of 30 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years. The Declaration may be amended by an instrument signed by not less than fifty-one percent (51%) of the lot Owners, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements as herein provided, or effect any lien for the payment thereof established herein. Any amendment must be properly recorded to be valid.

ARTICLE XI
ANNEXATION AND/OR ADDITION OF OTHER AREA TO PROPERTY

A. General. Declarant or his successors and assigns, shall be allowed to annex additional property by way of sections to Breckenridge without the consent of the Association or its members over any mortgagees or other lien holders; (other than those holding mortgages and liens on the real property being annexed) by the recordation of a supplementary Declaration as provided herein. Upon such annexation, the Association shall take whatever measures are necessary to add such annexed property and lots into the regime on an equal basis with the original property included hereunder.

B. Membership in Association. Upon the recording of any supplementary declaration, those lot owners contained therein shall become members of the Association obtaining all rights due members of the Association and becoming liable for all assessments and fees as set forth herein and/or in the Supplemental Declaration.

C. Common Area. All common areas in any annexed property will be deeded to the Association in fee simple to be held in accordance with this Declaration.

ARTICLE XII
RIGHTS OF MORTGAGE HOLDERS, INSURERS OR GUARANTORS

A. The holder, insurer or guarantor of the first mortgage on any lot shall be given notification in writing by the Association upon its sending to the Association a written request stating its name, address and address of the lot it has the mortgage on, of any of the following actions: Any condemnation or casualty loss that affects either a material portion of the project or the lot securing its mortgage; any sixty-day delinquency in the payment of assessment or charges owed by the Owner of any lot on which it holds a mortgage; a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Owner's Association.

lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Owner's Association.

Notwithstanding anything to the contrary contained in the declarations, Declarant reserves the right to make any modification, amendments and changes necessary in the documents to conform to F.N.M.A., F.H.L.M.C. and V.A. requirements and guidelines.

ARTICLE XIII

Declarant hereby covenants that the construction of the swimming pool, tennis court, decorative entrance and sidewalks will begin no later than May 15, 1988. Because the construction of these amenities could take place or be completed prior to a lot owner beginning construction of his dwelling, extreme care must be taken by the Owner, his employees, agents and contractors not to cause any damage or destruction in any way to the amenity. Any damage or destruction to these amenities whether or not through the neglect of the Owner shall be the sole responsibility of the Owner to repair to the satisfaction of the Declarant or Association.

IN WITNESS WHEREOF, we have hereunto executed this instrument on this the 4th day of June, 1987.

[Signature]

BOB PARKS

STATE OF TENNESSEE)
RUTHERFORD COUNTY)

On this 4th day of June, 1987, before me personally appeared BOB PARKS, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL this the 4th day of June, 1987.

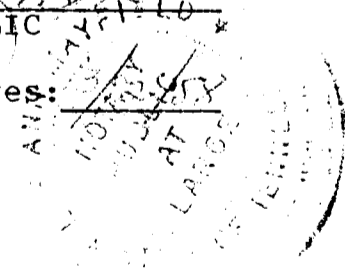
[Signature]
NOTARY PUBLIC

My Commission Expires: *[Date]*

STATE OF TENNESSEE
RUTHERFORD COUNTY
OFFICE OF THE REGISTER June 4 19 87
I, HOMER JONES, REGISTER DO CERTIFY THAT THE FOREGOING INSTRUMENT AND CERTIFICATE ARE REGISTERED IN MY SAID OFFICE IN BOOK NO. 383
PAGE NO. 65 AND THAT THEY WERE RECEIVED June 4 19 87 AT 1:41 O'CLOCK P.M. AND ENTERED IN NOTE BOOK 35
PAGE 34

By *Danna Stem* HOMER JONES, Register
Dep. Reg.

RECORDING FEE 88.00
STATE TAX —
REGISTER'S FEE —
TOTAL PAID 88.00
RECEIPT NO. 32988



This Instrument Prepared By:
MARK S. MOORE, Attorney at Law
320 W. Main Street, Suite 105
Murfreesboro, Tennessee 37130

008892

AMENDMENT TO RESTRICTIVE COVENANTS AND CONDITIONS
APPLYING TO THE SUBDIVISION NAMED
BRECKENRIDGE, SECTION I

WHEREAS, it is the desire of the owners of Breckenridge Subdivision to amend the Restrictive Covenants and Conditions of record in Deed Book 383, Page 651, of the Register's Office of Rutherford County, Tennessee; and

WHEREAS, the said Restrictive Covenants and Conditions require that the amendment be signed by no less than 51% of the lot or unit owners; and

WHEREAS, the signatures hereinbelow constitute a minimum of 51% of the owners.

The Restrictive Covenants and Conditions applying to the subdivision named Breckenridge, Section I and all other sections and phases which have been annexed into said restrictions by documents filed in the Register of Deeds Office of Rutherford County, Tennessee are hereby amended as follows:

ARTICLE TEN.

General Provisions. A. Enforcement. A. "Enforcement" is amended by adding the following sentence:

All expenses of enforcement of the restrictions, conditions, covenants, reservations, liens and charges referred to hereinabove shall be paid by the owner of the lot violating the provisions hereof, including but not limited to attorney's fees, Court costs, discretionary costs and any and all other expenses incurred in the enforcement against the lot owner referred to hereinabove.

RECORDING FEE 96.00
STATE TAX —
REGISTER'S FEE —
TOTAL PAID 96.00
RECEIPT NO. 51386

WITNESS OUR SIGNATURES, on this the 10 day of April, 1995.

Owners of Lot 26 :

Arthur Miller
Paul A. Miller

Owners of Lot 50, 6:

William T. Richmond &
Martha P. Richmond Trustees
UAD 1/12/95

Owners of Lot 24 :

Willie B. ...
Anna Don Bester

Owners of Lot 45 :

Albert E. DePrince, Jr.
Anna M. DePrince

Owners of Lot 69:

~~W. H. H.~~
Barbara Hill

Owners of Lot 75:

Sung Cho
James Cho

Owners of Lot 4:

Melissa Perry

Owners of Lot 61:

Michael Phillips
Dianne Phillips

Owners of Lot 86:

Erin C. Hill
Michelle C. Hill

Owners of Lot 82:

Abigail
Laurie M. Manda

Owners of Lot 49:

Shirley Galloway
Russ Galloway

Owners of Lot 19:

Teresa Hay
Phyllis
Verna M. Love

Owners of Lot 80:

Fred S. Bolster
Jennette Bolster

Owners of Lot 77:

Patricia Ekerson
Carl L. Ekerson

Owners of Lot 129:

Kelly Glen Rollins

Owners of Lot 84:

Jeri Matto
Bonnie Matto

Owners of Lot 71:

Carl H. King
Carry King

Owners of Lot 53:

E. Guston

Owners of Lot 77:

J. S. M. M.
Carry C. Macbeth

Owners of Lot 127:

Bill Holt Will All Holt

Owners of Lot 485:1

Lane S. Dixon
Pattie Dixon

Owners of Lot 42:

Liba D. Pura
Mary S. Craig

Owners of Lot 65:

John Owen
Leslie Skel

Owners of Lot 64:

Nancy Sarah Pollock
David Pollock

Owners of Lot 136:

William M. Seaton
John Y. Stewart

Owners of Lot _____:

Owners of Lot _____:

Owners of Lot _____:

Owners of Lot 9 :

Chas D. Walsh

Sandra K. Wolton

Owners of Lot 57 :

Daniel Arnold

Wandra Arnold

Owners of Lot 100 :

Donna Krsons

Jim Krsons

Owners of Lot 99 :

Ron Corabito

Owners of Lot 21 :

Daniel Conrad

Janet Conrad

Owners of Lot 54 :

Buck Dixon

Marela Dixon

Owners of Lot 92 :

Charles Wyp

Sheila Wypocki

Owners of Lot 96 :

Ad McInyfe

Reemath Wright

Owners of Lot 48 :

Tom Myers

L Nail Myers

Owners of Lot 94 :

James W Babo

Angela M. Babo

Owners of Lot 40 :

Alice Atkey

Alex Atkey

Owners of Lot 1 : **724**

*Removal
initials
only*
Linda A. Edwards

Ronald W Edwards

Owners of Lot 5 :

Wanda Reynolds

Mary Lou Reynolds

Owners of Lot 3 :

Donna Jackson

Ken Jackson

Owners of Lot 32 :

Carol Bratches
Carol Bratches

Owners of Lot 47 :

Keith Pruitt

Larry Pruitt

Owners of Lot 15 :

John Payne

John Payne

Owners of Lot ~~10~~ :

Owners of Lot 11 :

Melkie

Owners of Lot 131 :

David J
Candy Lanza

Owners of Lot _____ :

Owners of Lot 7 :

David W. Collette

John C. Collette

Owners of Lot _____ :

Owners of Lot 68 :

Dwight Hatter

Owners of Lot 138 :

Dan E. Coffey

Owners of Lot 135 :

Diane S. Hoyle

R. Dale Hoyle

Owners of Lot 27 :

A. A. Dix

Gena S. Dix

Owners of Lot 36 :

Karen L. Burchfield

Kent H. Burchfield

Owners of Lot 35 :

David Willis

April H. Willis

Owners of Lot 72 :

Mark Brown

Owners of Lot 78 :

James Brown

Susan Brown

Owners of Lot 8 :

Claudia McDonald

Petrick Z. McDonald

Owners of Lot 114 :

Bob Richardson

Mary Richardson

Owners of Lot 83 :

Lytle C. Brant

Don Brant

Owners of Lot 111 :

Bob Richardson

Mary Richardson

52
Owners of Lot ~~52~~ 726

Jane Kalous
Debbie Kalousis

Owners of Lot 87:

J. J. J.
I. Karous. Smith

Owners of Lot 5:

~~J. J. J.~~

Owners of Lot 44:

~~J. J. J.~~

Owners of Lot 46:

Gary A. Hall
Vicki B. Hall

Owners of Lot 3: Breckenridge Place

~~J. J. J.~~

Owners of Lot _____:

~~J. J. J.~~

Owners of Lot 34:

City of Hall
G. J. J.

Owners of Lot 43:

Mark Moore
Katrina Moore

Owners of Lot 132:

Paul A. Boly.

Owners of Lot 133:

Will Cella
Jose Cella

Owners of Lot 134:

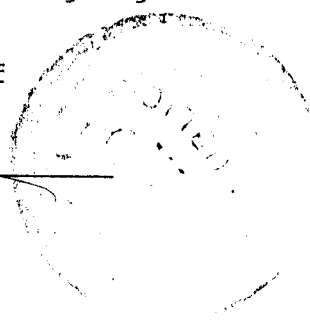
Don V. Herbert
Liette Herbert

STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared Arthur S. Miller III and wife, Brenda, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 13 day of April, 1995.


NOTARY PUBLIC



My Commission Expires: 1-19-1999

STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared William T. Richmond and wife, Martha P. Richmond, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 13 day of April, 1995.


NOTARY PUBLIC



My Commission Expires: 1-19-1999

STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared Kenneth D. Donbesten and wife, Eva Donbesten, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 13 day of April, 1995.


NOTARY PUBLIC



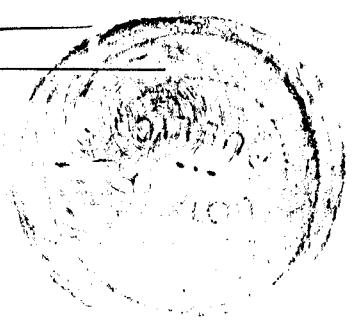
My Commission Expires: 1-19-1999

STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared Albino E. Depvince Jr and wife, Anne Girma Depvince, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 13 day of April, 1995.


NOTARY PUBLIC



My Commission Expires: 1-19-1999

STATE OF TENNESSEE)

728

:ss

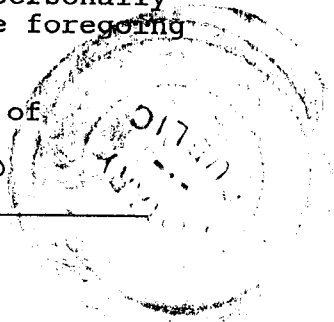
COUNTY OF RUTHERFORD)

Before me personally appeared William D. Haraldson III and wife, Barbara C. Haraldson, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 12 day of April, 1995.

NOTARY PUBLIC

My Commission Expires: 1-11-2009



STATE OF TENNESSEE)

:ss

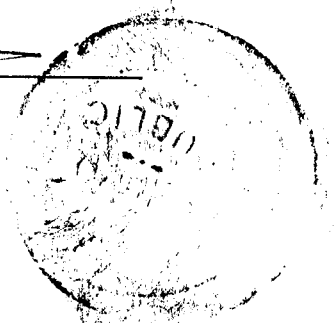
COUNTY OF RUTHERFORD)

Before me personally appeared _____ and wife, Melissa M. Yarns, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 2 day of April, 1995.

NOTARY PUBLIC

My Commission Expires: 1-19-2009



STATE OF TENNESSEE)

:ss

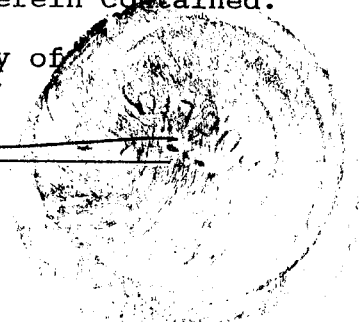
COUNTY OF RUTHERFORD)

Before me personally appeared William A. Beal with whom I am personally acquainted, and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 5 day of April, 1995.

NOTARY PUBLIC

My Commission Expires: 1-19-2009



STATE OF TENNESSEE)

:ss

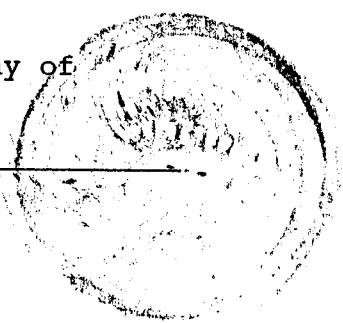
COUNTY OF RUTHERFORD)

Before me personally appeared Michael S. Campbell and wife, Laura Campbell, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 13 day of April, 1995.

NOTARY PUBLIC

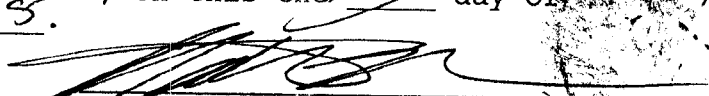
My Commission Expires: 1-19-2009

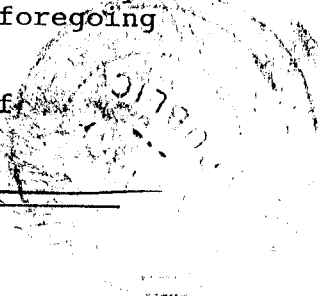


STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared Russell E. Galloway and wife, Sherry Galloway, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 13 day of April, 1995.


NOTARY PUBLIC




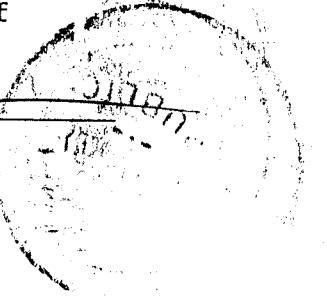
My Commission Expires: 1-19-1999

STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared Fred S. Rolater and wife, Jeannette Rolater, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 3 day of April, 1995.


NOTARY PUBLIC

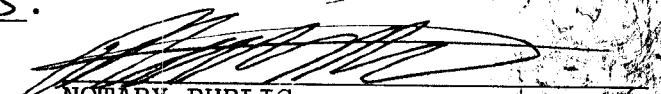


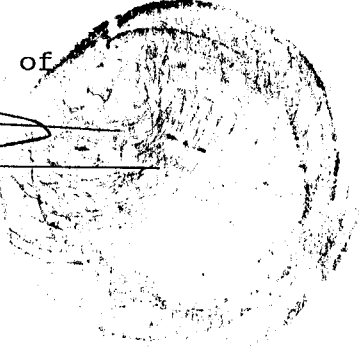
My Commission Expires: 1-19-1999

STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared Kelly G. Rollins and wife, Cindy Rollins, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 13 day of April, 1995.


NOTARY PUBLIC

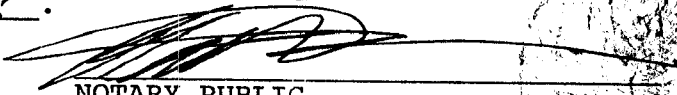


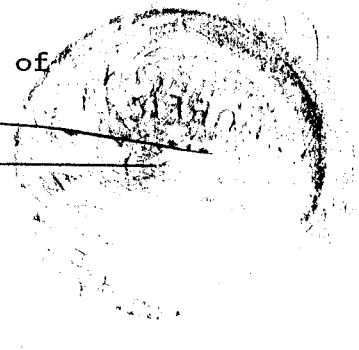
My Commission Expires: 1-19-1999

STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared Sung Yoo and wife, Jung Yoo, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 13 day of April, 1995.


NOTARY PUBLIC



My Commission Expires: 1-19-1999

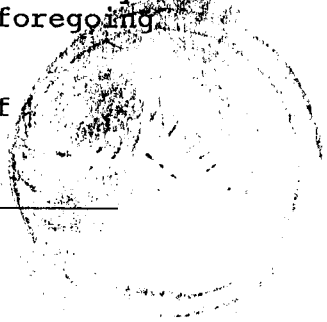
STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared Michael Phillips and wife, Barbara Phillips, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 14 day of April, 1998.

[Signature]
NOTARY PUBLIC

My Commission Expires: 1-19-2007



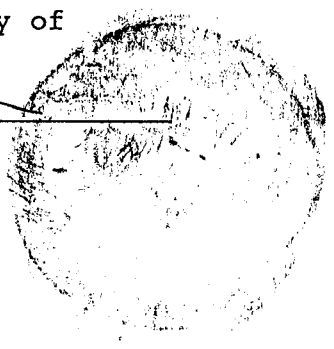
STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared William G. Monda and wife, Lori Monda, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 3 day of April, 1998.

[Signature]
NOTARY PUBLIC

My Commission Expires: 1-19-1999



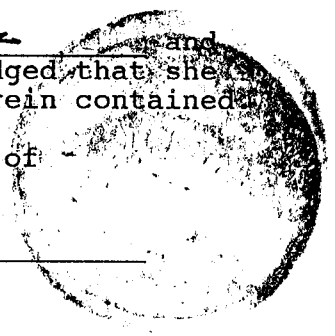
STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared John E. Hay and with whom I am personally acquainted, and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 15 day of April, 1998.

[Signature]
NOTARY PUBLIC

My Commission Expires: _____



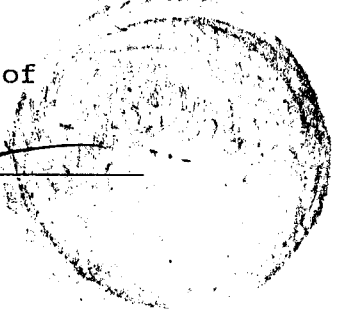
STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared John E. Hay and wife, Teresa L Hay, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 15 day of April, 1998.

[Signature]
NOTARY PUBLIC

My Commission Expires: 1-19-1999

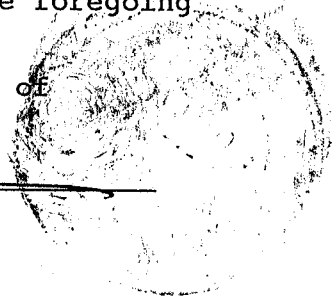


STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared Carl L. Gibson and wife, Patricia Gibson, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 12 day of March, 1998.


NOTARY PUBLIC




My Commission Expires: 1-19-1999

STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared Bruce S. Math and wife, Theresa Math, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 13 day of March, 1998.


NOTARY PUBLIC




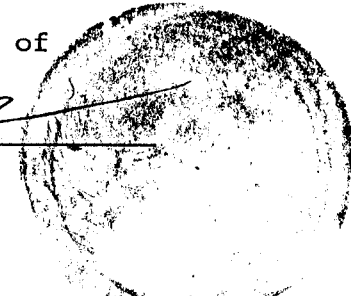
My Commission Expires: 1-14-1999

STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared Eric ^{James} Surber and with whom I am personally acquainted, and who acknowledged that he/she executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 15 day of March, 1998.


NOTARY PUBLIC



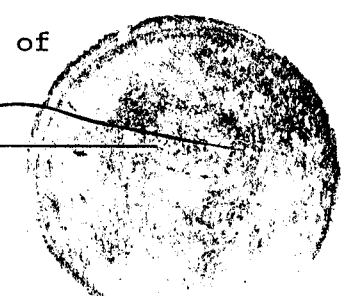
My Commission Expires: _____

STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared Carlton C King Jr and wife, Carrol King, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 17 day of March, 1998.


NOTARY PUBLIC



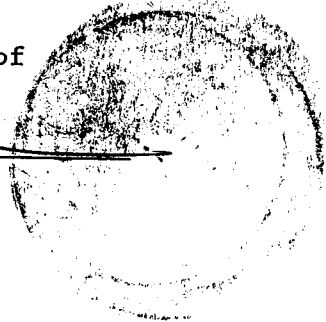
My Commission Expires: 1-10-1999

STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared Glean Stewart Macbeth and wife, Gerry Allen Macbeth, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 19 day of Nov, 1998

[Signature]
NOTARY PUBLIC



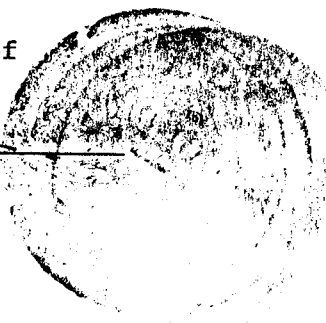
My Commission Expires: 1-19-2009

STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared Lane S. Dixon Jr and wife, Patrice Dixon, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 12 day of Nov, 1998.

[Signature]
NOTARY PUBLIC



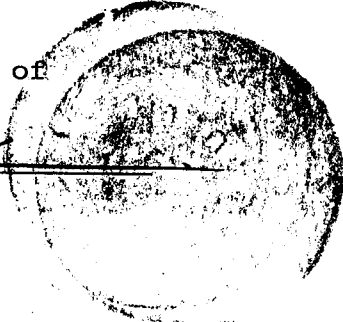
My Commission Expires: 1-19-2009

STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared Michael E. Craig and Mary Craig, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 22 day of Nov, 1998.

[Signature]
NOTARY PUBLIC



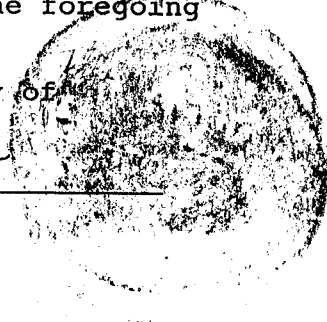
My Commission Expires: 1-19-2009

STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared Damian R. Skelton and wife, Leslie Skelton, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 5 day of Nov, 1998.

[Signature]
NOTARY PUBLIC



My Commission Expires: 1-19-2009

STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared David J. Pollock and wife, Nancy Pollock, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 13 day of Nov, 1998.

[Signature]
NOTARY PUBLIC



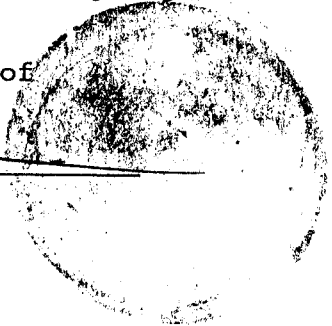
My Commission Expires: _____

STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared William M. Stillner and wife, Soni Stillner, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 13 day of Nov, 1995.

[Signature]
NOTARY PUBLIC



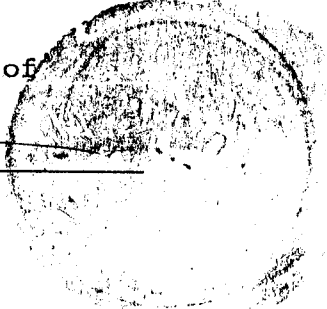
My Commission Expires: 1-19-2007

STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared Charles T. Weldon and wife, Linda K. Weldon, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 03 day of Nov, 1998.

[Signature]
NOTARY PUBLIC



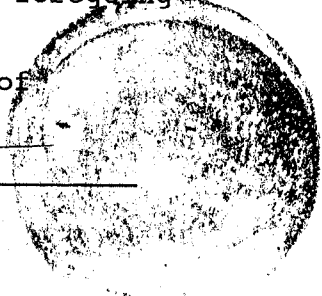
My Commission Expires: 1-19-2007

STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared Mark D. Amick and wife, Sandra Amick, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 13 day of Nov, 1998.

[Signature]
NOTARY PUBLIC



My Commission Expires: 1-19-2007

STATE OF TENNESSEE)
)
:ss
COUNTY OF RUTHERFORD)

Before me personally appeared Charles J. Wyszocki and wife, Shelia Wyszocki, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 19 day of April, 1998.

[Signature]
NOTARY PUBLIC

My Commission Expires: 1-19-2001

STATE OF TENNESSEE)
)
:ss
COUNTY OF RUTHERFORD)

Before me personally appeared Andrew M. Wirtz and wife, Loanna Wirtz, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 2 day of April, 1998.

[Signature]
NOTARY PUBLIC

My Commission Expires: 1-19-2001

STATE OF TENNESSEE)
)
:ss
COUNTY OF RUTHERFORD)

Before me personally appeared Thomas J. Myers and wife, L. Gail Myers, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 10 day of April, 1998.

[Signature]
NOTARY PUBLIC

My Commission Expires: 1-19-2001

STATE OF TENNESSEE)
)
:ss
COUNTY OF RUTHERFORD)

Before me personally appeared Thomas W. Hubo and wife, Angela M. Hubo, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 10 day of April, 1998.

[Signature]
NOTARY PUBLIC

My Commission Expires: 1-19-2001

STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared Andrew J. Herzog and wife, MICHAEL HERZOG, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 17 day of April, 1998.

[Signature]
NOTARY PUBLIC

My Commission Expires: 1-19-2001

STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared Ron Edwards and wife, LENA EDWARDS, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 13 day of April, 1998.

[Signature]
NOTARY PUBLIC

My Commission Expires: 1-19-2001

STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared Elbert C Jackson and wife, DURETHA JACKSON, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 13 day of April, 1998.

[Signature]
NOTARY PUBLIC

My Commission Expires: 1-19-2001

STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared William Keith Pruitt and wife, CRAIG B. PRUITT, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 13 day of April, 1998.

[Signature]
NOTARY PUBLIC

My Commission Expires: 1-19-2001

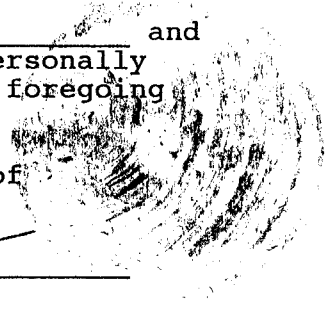
STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared Randall Lazar and wife, Candy Lazar, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 8 day of Nov, 1998.

[Signature]
NOTARY PUBLIC

My Commission Expires: 1-19-2000



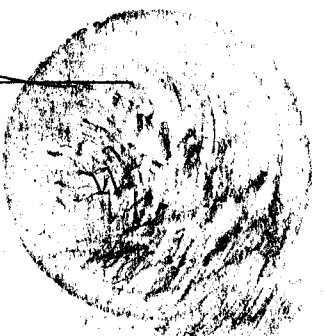
STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared David W. Collette and wife, Shel C Collette, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 13 day of Nov, 1998.

[Signature]
NOTARY PUBLIC

My Commission Expires: 1-19-2000



STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared Warner R. Reynolds and wife, Mary Lou Reynolds, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 17 day of Nov, 1998.

[Signature]
NOTARY PUBLIC

My Commission Expires: 1-19-2000



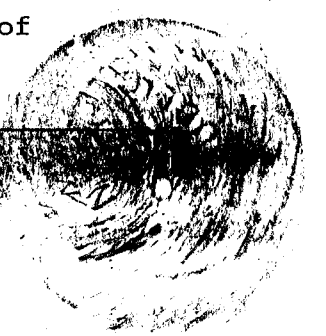
STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared _____ and wife, _____, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 17 day of _____, 1998.

NOTARY PUBLIC

My Commission Expires: _____



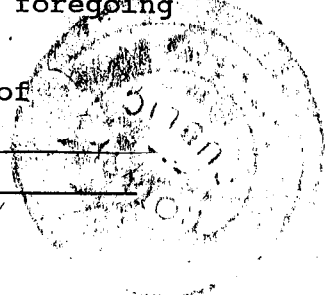
STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared John A. W. Bratcher and wife, Carole A. Bratcher, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 17 day of June, 1998.

NOTARY PUBLIC

My Commission Expires: 1/1/2001



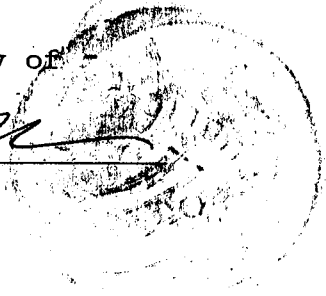
STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared Steven J. Payne and wife, Clara E. Payne, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 27 day of June, 1998.

NOTARY PUBLIC

My Commission Expires: 1/1/2001



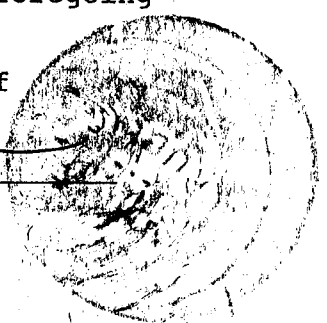
STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared Carnes Hill and wife, _____, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 15 day of June, 1998.

NOTARY PUBLIC

My Commission Expires: 1/1/2001



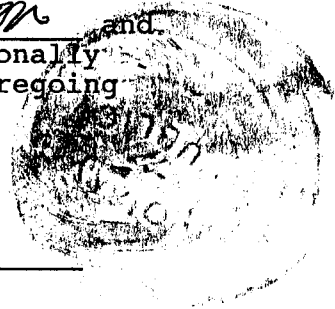
STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared Dwight S. Peterson and wife, Patricia M. Peterson, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 17 day of June, 1998.

NOTARY PUBLIC

My Commission Expires: 1/1/2001



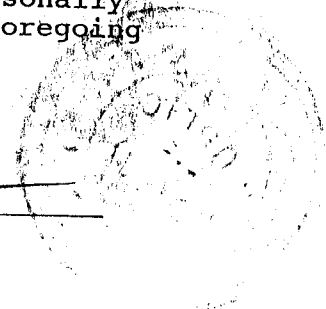
STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared R. Dale Floyd and wife, Diane Floyd, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 13 day of April, 1998.

[Signature]
NOTARY PUBLIC

My Commission Expires: [Signature]



STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared Kent H. Burchfield and wife, Karen L. Burchfield, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 10 day of April, 1998.

[Signature]
NOTARY PUBLIC

My Commission Expires: [Signature]



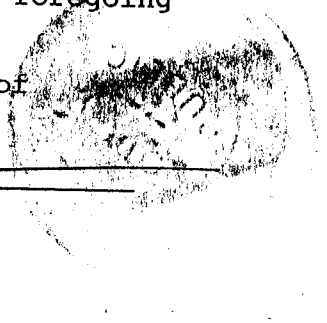
STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared Mark D. Brown and wife, Marilou H. Brown, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 15 day of April, 1998.

[Signature]
NOTARY PUBLIC

My Commission Expires: [Signature]



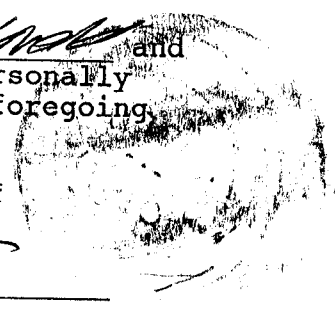
STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared Patrick L. McDonald and wife, Claudia McDonald, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 2 day of April, 1998.

[Signature]
NOTARY PUBLIC

My Commission Expires: [Signature]

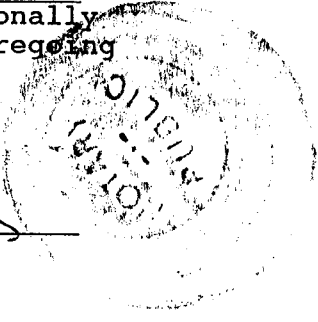


STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared Cy H C Trout Sr and wife, Kimberly D Trout, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 13 day of April, 1998.

[Signature]
NOTARY PUBLIC



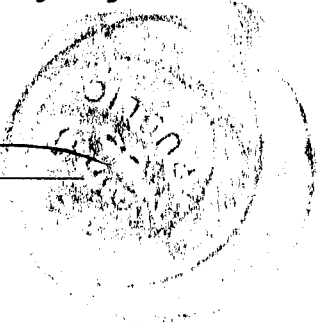
My Commission Expires: [Signature]

STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared Dan E. Coffey and wife, _____, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 3 day of April, 1998.

[Signature]
NOTARY PUBLIC



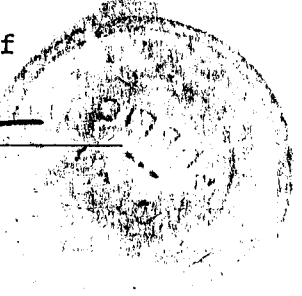
My Commission Expires: [Signature]

STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared Steven Ashley Dix and wife, Gena Dix, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 13 day of April, 1998.

[Signature]
NOTARY PUBLIC



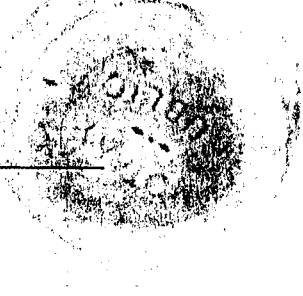
My Commission Expires: [Signature]

STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared David M. Willis and wife, April Willis, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 15 day of April, 1998.

[Signature]
NOTARY PUBLIC



My Commission Expires: [Signature]

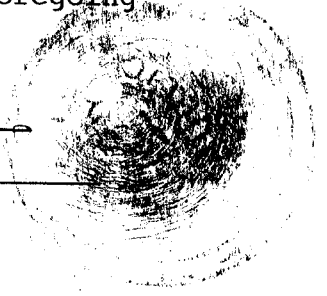
STATE OF TENNESSEE)
):ss
COUNTY OF RUTHERFORD)

Before me personally appeared James S. Brutch and wife, Susan Brutch, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 02 day of April, 1992.


NOTARY PUBLIC

My Commission Expires: 1-14-1999



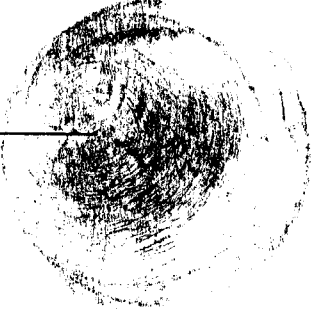
STATE OF TENNESSEE)
):ss
COUNTY OF RUTHERFORD)

Before me personally appeared Robert M. Richardson Jr and wife, Debra Beth Richardson, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 13 day of April, 1992.


NOTARY PUBLIC

My Commission Expires: 1-14-1999



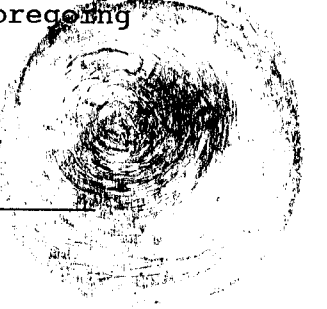
STATE OF TENNESSEE)
):ss
COUNTY OF RUTHERFORD)

Before me personally appeared Bob Parks and wife, _____, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 13 day of April, 1992.


NOTARY PUBLIC

My Commission Expires: 1-14-1999



STATE OF TENNESSEE)
):ss
COUNTY OF RUTHERFORD)

Before me personally appeared James Victor Kalosis and wife, Debbie Francis Kalosis, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 17 day of April, 1992.


NOTARY PUBLIC

My Commission Expires: 1-14-1999



STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared Fred J. Marino and wife, _____, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 13 day of April, 1995.

[Signature]
NOTARY PUBLIC

My Commission Expires: 12/31/99

STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared Gary A. Hall and wife, VICKI B. Hall, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 53 day of April, 1995.

[Signature]
NOTARY PUBLIC

My Commission Expires: 1-19-1999

STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared [Signature] and wife, Katrena Moore, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 3 day of April, 1995.

[Signature]
NOTARY PUBLIC

My Commission Expires: 1-18-1999

STATE OF TENNESSEE)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared William B. Cells and wife, Rob Cells, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 13 day of April, 1995.

[Signature]
NOTARY PUBLIC

My Commission Expires: 11/19/99

STATE OF TENNESSEE)
)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared John M. Harper and wife, Sharon S. Smith, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 13 day of April, 1995.

[Signature]
NOTARY PUBLIC

My Commission Expires: 1-14-1997

STATE OF TENNESSEE)
)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared Gren Hall and wife, Anna Hall, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 13 day of April, 1995.

[Signature]
NOTARY PUBLIC

My Commission Expires: State of Tennessee, Rutherford County
I, Mark H. Moshea, Register of said county and state do certify that the foregoing instrument is registered in said office in book 568 page 720 that it was received March 29 1996 at 8:30 o'clock A M and entered in notebook 48 page 203 SS Mark H. Moshea, Reg. Juan Steuly Deputy

Before me personally appeared Mark A. Schling and wife, [Signature], with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 13 day of April, 1995.

[Signature]
NOTARY PUBLIC

My Commission Expires: 1-14-1997

STATE OF TENNESSEE)
)
) :ss
COUNTY OF RUTHERFORD)

Before me personally appeared Donald Victor Hart and wife, Marie Anne Hart, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, on this the 13 day of April, 1995.

[Signature]
NOTARY PUBLIC

My Commission Expires: 5-17-1997

This Instrument Prepared By:

RECORDING FEE 8.00
 STATE TAX _____
 REGISTER'S FEE _____
 TOTAL PAID 8.00
 RECEIPT NO. 52167

DAVID W. KIOUS
 Attorney at Law
 805 S. Church Street
 8 Jefferson Square
 Murfreesboro, TN 37130

For Release and
 See Trust Book
 (Re: Breckenridge
 Subd.)
 See. I, Lot 55
 A-640,
 Covenant
 page
 Not
 to
 Sue,
 147.

SUPPLEMENTARY DECLARATION
ANNEXING AND PROVIDING RESTRICTIVE COVENANTS
FOR BRECKENRIDGE, SECTION II

~~001518~~ Bob Parks, being the owner in fee simple of the real estate that has been subdivided and named BRECKENRIDGE, SECTION II, according to a survey and plat of same made by W. Henry Huddleston, III, Civil Engineer, which plat is of record in Plat Book 11, page 242, Register's Office of Rutherford County, Tennessee, and which plat is made a part hereof by reference, does hereby annex said property into the BRECKENRIDGE plan pursuant to ARTICLE XI of the RESTRICTIVE COVENANTS AND CONDITIONS APPLYING TO THE SUBDIVISION NAMED BRECKENRIDGE, SECTION I, 9th CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE and as recorded in Book 383, page 651 of the Register's Office of Rutherford County, Tennessee.

All of BRECKENRIDGE, SECTION II of record in Plat Book 11, page 242 of said Register's Office shall now be under the same Restrictive Covenants and Conditions as applying to BRECKENRIDGE, SECTION I of record in Plat Book 12, page 96 of said Register's Office. The Restrictive Covenants and Conditions herein referred are of record in Book 383, page 651 of the Register's Office of Rutherford County, Tennessee and are incorporated herein by reference as if copied verbatim.

WITNESS my signature this 6 day of January, 1988,
 I, Homer Jones, Register of Rutherford County, do certify that the foregoing instrument is registered in said office in book 398 page 498 that it was received Jan 28 1988 at 12:40 o'clock P. in said county in notebook 35 page 503
 Homer Jones, Reg. [Signature] Deputy

[Signature]
 BOB PARKS

STATE OF TENNESSEE)
) :SS
 COUNTY OF RUTHERFORD)

Personally appeared before me, BOB PARKS, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND, at office, this 6 day of January, 1988.

[Signature]
 NOTARY PUBLIC
 NOTARY PUBLIC AT LARGE
 STATE OF TENNESSEE

My Commission Expires: _____

This Instrument Prepared By:
DAVID W. KIOUS
Attorney at Law
805 S. Church Street
8 Jefferson Square
Murfreesboro, TN 37130

001517

AMENDED RESTRICTIVE COVENANTS
APPLYING TO BRECKENRIDGE, SECTIONS I AND II

Whereas the undersigned, Bob Parks, represents the owner of more than fifty one (51%) per cent of the combined lots in Sections I and II of BRECKENRIDGE, a subdivision in Rutherford County, Tennessee, and

Whereas the undersigned now desire to amend the restrictive covenants of record in Deed Book 383, page 651 as they apply to Sections I and II and to any other sections of Breckenridge hereafter annexed into the subdivision.

Now, Therefore, the undersigned, for the benefit and protection of all owners in Breckenridge do hereby amend the RESTRICTIVE COVENANTS of record in Deed Book 383, page 651 of the Register's Office of Rutherford County, Tennessee as follows:

1. Add "All mail boxes must be brick construction" to the end of ARTICLE VII, paragraph B.

2. Add the following sentence to paragraph 12, ARTICLE VIII:

Prior to and during all phases of construction, there shall be on the lot at least a temporary driveway of gravel material adequate to prevent mud tracking and unsightliness in the subdivision.

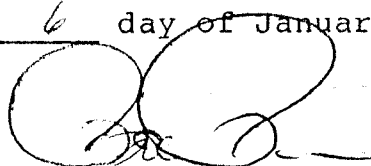
3. Add the word "minimum" before the word "roof" in the first and third lines of paragraph 16, ARTICLE VIII.

4. Add the following paragraphs 26 and 27 to ARTICLE VIII:

26. All windows must be constructed of wood sash and frame material and insulating glass unless a variance is granted by the Architectural Committee.

27. No residential foundation shall be of slab construction.

WITNESS my signature this 6 day of January, 1988.



BOB PARKS

For Supplementary Declaration (Re: Breckenridge Place Section III), see Deed Book 527, page 680.

For Supplementary Declaration (Re: Section IV), see Deed Book 496, page 205.

For Amended Restrictions (Re: Breckenridge Place, etc.)
See Deed Book 527 page 682.

STATE OF TENNESSEE)
) :SS
COUNTY OF RUTHERFORD)

Personally appeared before me, BOB PARKS, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND, at office, this 6 day of January, 1988.

Bob Parks
NOTARY PUBLIC
My Commission Expires: 12/28/88
STATE OF TENNESSEE

RECORDING FEE 8.00
STATE TAX _____
REGISTER'S FEE _____
TOTAL PAID 8.00
RECEIPT NO. 52168

Homer Jones, Register of Rutherford County, do certify that the foregoing instrument is registered in said office in book 398, page 499 that it was received Jan 28 1988 at 12:47 o'clock PM and entered in notebook 35 page 503 Homer Jones, Reg. Bob Parks Deputy

This Instrument Prepared By:
DAVID W. KIOUS
Attorney at Law
8 Lincoln Square
1535 W. Northfield Blvd.
Murfreesboro, TN 37129

012849

AMENDED RESTRICTIVE COVENANTS
APPLYING TO BRECKENRIDGE, SECTIONS I AND II

Whereas the undersigned represent the owners of more than fifty one (51%) per cent of the combined lots in Sections I and II of BRECKENRIDGE, a subdivision in Rutherford County, Tennessee, and


Whereas the undersigned now desire to amend the restrictive covenants of record in Deed Book 383, page 651 as they apply to Sections I and II and to any other sections of Breckenridge hereafter annexed into the subdivision.

Now, Therefore, the undersigned, for the benefit and protection of all owners in Breckenridge do hereby amend the RESTRICTIVE COVENANTS of record in Deed Book 383, page 651 of the Register's Office of Rutherford County, Tennessee as follows:

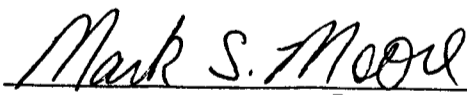
1. Replace the existing ARTICLE VIII, paragraph 13 with the following paragraph:

13. The minimum square feet of living area in any residence shall be 2,700 square feet exclusive of garages, porches, terraces, etc. The minimum square feet of living area on all ground floors shall be 1,350 square feet.

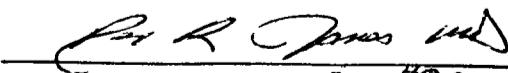
WITNESS our signatures this 27th day of April, 1992.



BOB PARKS Lots: Section I: 2, 14, 27, 30, 36(owned by Bob Parks and Mel Adams in a partnership), and 44
Section II: 55, 61, 64, 65, 67, 71, 72, 73, 75, 82, 83, 84, 87, 88, 90, 91, 93, and 94


_____ Lot _____


_____ Lot _____


_____ Lot #80

For Amended Restrictions (Re: Breckenridge Place, etc.), see Deed Book 527, page 682.

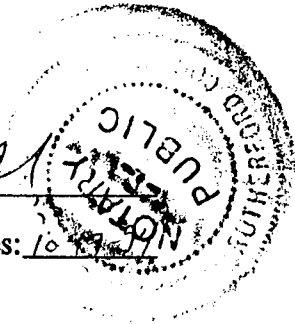
For Supplementary Declaration (Re: Section IV), see Deed Book 496, page 205. For Supplementary Declaration (Re: Breckenridge Place & Breckenridge, Section III), see Deed Book 527, page 680.

STATE OF TENNESSEE)
) :SS
COUNTY OF RUTHERFORD)

Personally appeared before me, KATRENA MOORE, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 27 day of APRIL, 1992.

[Signature]
NOTARY PUBLIC
My Commission Expires: 10-17-94

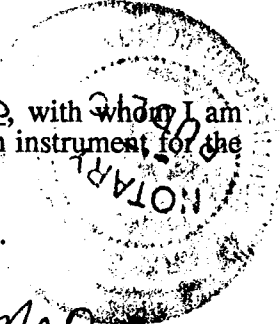


STATE OF TENNESSEE)
) :SS
COUNTY OF RUTHERFORD)

Personally appeared before me, REX L JAMES MD, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 27 day of April, 1992.

[Signature]
NOTARY PUBLIC
My Commission Expires: 10-17-94

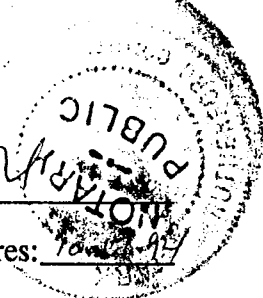


STATE OF TENNESSEE)
) :SS
COUNTY OF RUTHERFORD)

Personally appeared before me, MARY BETH KEACH, with whom I am personally acquainted, and who acknowledged that ___ executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 27 day of APRIL, 1992.

[Signature]
NOTARY PUBLIC
My Commission Expires: 10-17-94

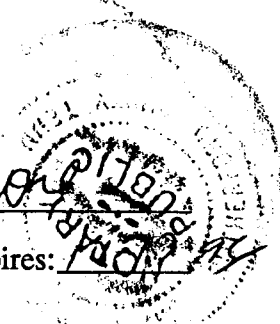


STATE OF TENNESSEE)
) :SS
COUNTY OF RUTHERFORD)

Personally appeared before me, Daniel J. CONRAD, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 27 day of April, 1992.

[Signature]
NOTARY PUBLIC
My Commission Expires: 10-17-94

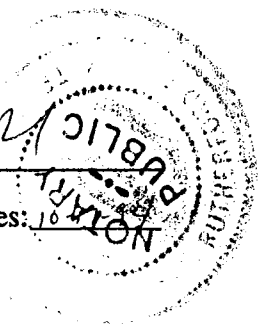


STATE OF TENNESSEE)
) :SS
COUNTY OF RUTHERFORD)

Personally appeared before me, JANET LYNNE CONRAD, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 27th day of APRIL, 1992.

Mark S. Moore
NOTARY PUBLIC
My Commission Expires: 10-17-94

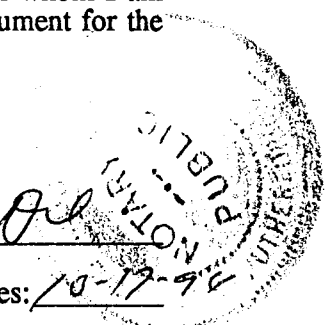


STATE OF TENNESSEE)
) :SS
COUNTY OF RUTHERFORD)

Personally appeared before me, Sherry J. GALLOWAY, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 27 day of April, 1992.

Mark S. Moore
NOTARY PUBLIC
My Commission Expires: 10-17-94

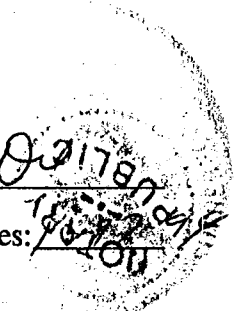


STATE OF TENNESSEE)
) :SS
COUNTY OF RUTHERFORD)

Personally appeared before me, Russell E Galloway, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes contained therein.

WITNESS MY HAND this 27 day of April, 1992.

Mark S. Moore
NOTARY PUBLIC
My Commission Expires: 10-17-94

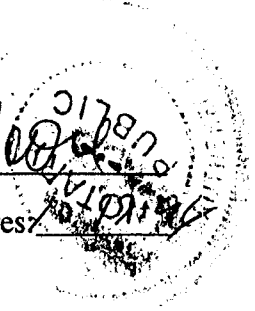


STATE OF TENNESSEE)
) :SS
COUNTY OF RUTHERFORD)

Personally appeared before me, Tim Keach, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 27 day of April, 1992.

Mark S. Moore
NOTARY PUBLIC
My Commission Expires: 10-17-94



✓ Arthur S Miller Lot 26

✓ Ruth Pruitt Lot 47

✓ Brenda B. Miller Lot 26

✓ Cindy Pruitt Lot 47

✓ Waverly Neal Lot

Lot

✓ Mary Lou Reynolds Lot 5

Lot

✓ Martha P. Richmond Lot 6, 50

Lot

✓ Verma M. Lowe Lot

Lot

✓ Tom Myers Lot 48

✓ L Gail Myers Lot 48

Michael Spiroff
Lot 17

Chick Brant
Lot 17

Teresa Hay
Lot 19

John E. Hay
Lot 19

Ann M. DeRucci
Lot 45

Albert E. DeRucci
Lot 45

STATE OF TENNESSEE)
COUNTY OF RUTHERFORD) :SS

Personally appeared before me, ^{Teresa Hay} ~~BOB PARKS~~, with whom I am personally acquainted, and who acknowledged that ^{she} ~~he~~ executed the within instrument for the purposes therein contained.

WITNESS MY HAND, at office, this 27 day of April, 1992.

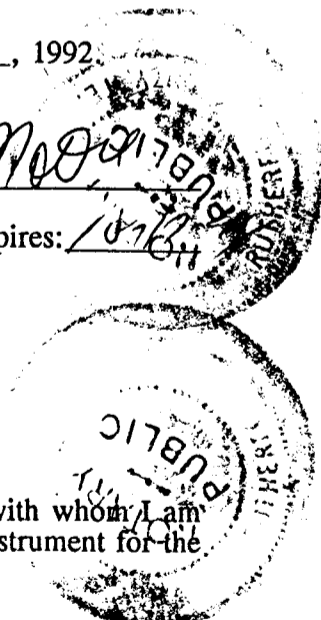
Mark S. Moore
NOTARY PUBLIC
My Commission Expires: 10-17-94

STATE OF TENNESSEE)
COUNTY OF RUTHERFORD) :SS

Personally appeared before me, MICHAEL J SPIROFF, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 27 day of April, 1992.

Mark S. Moore
NOTARY PUBLIC
My Commission Expires: 10-17-94



✓ R. Bruchhals
Lot 38

✓ J. M. Qualls
Lot 38

✓ Dwight Parsley
Lot 29

✓ Regina A Parsley
Lot 29

✓ M. L. Lipp
Lot 11

✓ Louvenia M. Hill
Lot 11

STATE OF TENNESSEE)
COUNTY OF RUTHERFORD) :SS

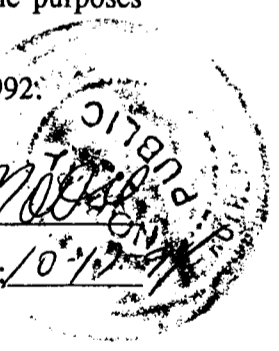
S. Jerry Roberts ^{SSM}

Personally appeared before me, ~~BOB PARKS~~, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND, at office, this 27 day of April, 1992.

Mark S. Moore
NOTARY PUBLIC

My Commission Expires: 10-17-94



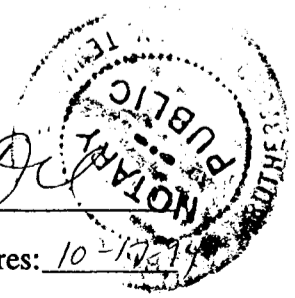
STATE OF TENNESSEE)
COUNTY OF RUTHERFORD) :SS

Personally appeared before me, REBECCA M. ROBERTS, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 27 day of APRIL, 1992.

Mark Moore
NOTARY PUBLIC

My Commission Expires: 10-17-94



Christina Swenscroft
Lot _____

John H. Lawson
Lot _____

Robert M. Richardson
Lot 13

Mary Richardson
Lot 15

William J. Hill
Lot # 6
Lot # 50

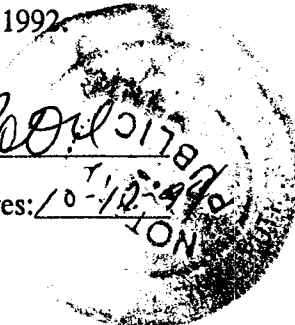
~~Lot _____
Lot _____~~

STATE OF TENNESSEE)
COUNTY OF RUTHERFORD) :SS

Kevin W. Fegan

Personally appeared before me, ~~BOB PARKS~~, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

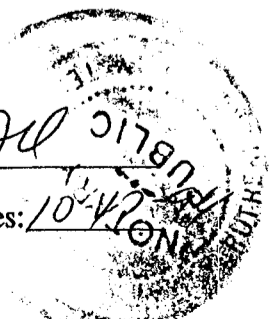
WITNESS MY HAND, at office, this 27 day of April, 1992.

Mark S. Moore
NOTARY PUBLIC
My Commission Expires: 10-12-94


STATE OF TENNESSEE)
COUNTY OF RUTHERFORD) :SS

Personally appeared before me, Hazel C. Fegan, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 27 day of April, 1992.

Mark S. Moore
NOTARY PUBLIC
My Commission Expires: 10-12-94


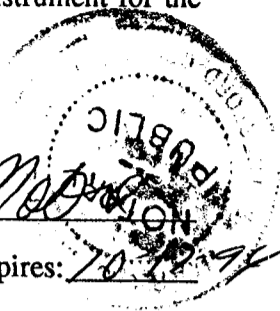
STATE OF TENNESSEE)
) :SS
COUNTY OF RUTHERFORD)

Personally appeared before me, Charles A. King, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 27 day of April, 1992.

Mark S. McArthur
NOTARY PUBLIC

My Commission Expires: 10-17-94



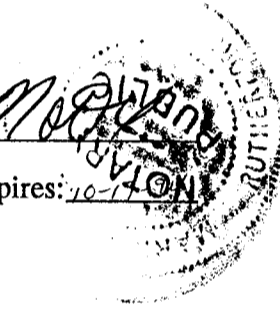
STATE OF TENNESSEE)
) :SS
COUNTY OF RUTHERFORD)

Personally appeared before me, Linda F. King, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 27 day of April, 1992.

Mark S. McArthur
NOTARY PUBLIC

My Commission Expires: 10-17-94



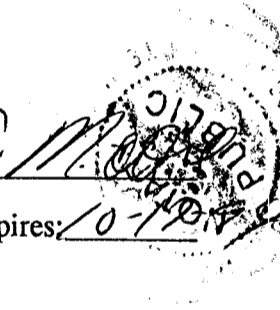
STATE OF TENNESSEE)
) :SS
COUNTY OF RUTHERFORD)

Personally appeared before me, ROBERT D. DOCKERY, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 27 day of April, 1992.

Mark S. McArthur
NOTARY PUBLIC

My Commission Expires: 10-17-94



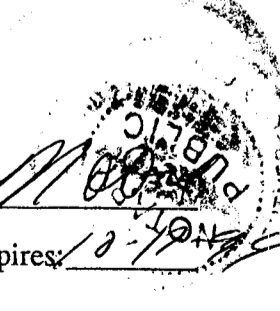
STATE OF TENNESSEE)
) :SS
COUNTY OF RUTHERFORD)

Personally appeared before me, NANCIE DOCKERY, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 27 day of April, 1992.

Mark S. McArthur
NOTARY PUBLIC

My Commission Expires: 10-17-94



STATE OF TENNESSEE)
COUNTY OF RUTHERFORD) :SS

822

Personally appeared before me, ARTHUR S. MILLER, III, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 27 day of APRIL, 1992.

Mark Moore
NOTARY PUBLIC
My Commission Expires: 10-17-94

STATE OF TENNESSEE)
COUNTY OF RUTHERFORD) :SS

Personally appeared before me, BRENDA B. MILLER, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 27 day of APRIL, 1992.

Mark Moore
NOTARY PUBLIC
My Commission Expires: 10-17-94

STATE OF TENNESSEE)
COUNTY OF RUTHERFORD) :SS

Personally appeared before me, WARNER REYNOLDS, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 27 day of APRIL, 1992.

Mark Moore
NOTARY PUBLIC
My Commission Expires: 10-17-94

STATE OF TENNESSEE)
COUNTY OF RUTHERFORD) :SS

Personally appeared before me, MARY LOU REYNOLDS, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 27 day of APRIL, 1992.

Mark Moore
NOTARY PUBLIC
My Commission Expires: 10-17-94

STATE OF TENNESSEE)
) :SS
COUNTY OF RUTHERFORD)

Personally appeared before me, MARTHA P. RICHMOND, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 27 day of APRIL, 1992.

[Signature]
NOTARY PUBLIC
My Commission Expires: 10-17-94

STATE OF TENNESSEE)
) :SS
COUNTY OF RUTHERFORD)

Personally appeared before me, VERNA M. LOWE, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 27 day of APRIL, 1992.

[Signature]
NOTARY PUBLIC
My Commission Expires: 10-17-94

STATE OF TENNESSEE)
) :SS
COUNTY OF RUTHERFORD)

Personally appeared before me, KEITH PRUITT, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 27 day of APRIL, 1992.

[Signature]
NOTARY PUBLIC
My Commission Expires: 10-17-94

STATE OF TENNESSEE)
) :SS
COUNTY OF RUTHERFORD)

Personally appeared before me, CINDY PRUITT, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 27 day of APRIL, 1992.

[Signature]
NOTARY PUBLIC
My Commission Expires: 10-17-94

STATE OF TENNESSEE)
) :SS
COUNTY OF RUTHERFORD)

Personally appeared before me, TOM MYERS, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 27 day of APRIL, 1992.

Mark Moore
NOTARY PUBLIC
My Commission Expires: 10-17-94

STATE OF TENNESSEE)
) :SS
COUNTY OF RUTHERFORD)

Personally appeared before me, L. GAIL MYERS, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 27 day of APRIL, 1992.

Mark Moore
NOTARY PUBLIC
My Commission Expires: 10-17-94

STATE OF TENNESSEE)
) :SS
COUNTY OF RUTHERFORD)

Personally appeared before me, DAVID R. PARSLEY, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 27 day of APRIL, 1992.

Mark Moore
NOTARY PUBLIC
My Commission Expires: 10-17-94

STATE OF TENNESSEE)
) :SS
COUNTY OF RUTHERFORD)

Personally appeared before me, REGINA A. PARSLEY, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 27th day of APRIL, 1992.

Mark Moore
NOTARY PUBLIC
My Commission Expires: 10-17-94

STATE OF TENNESSEE)
) :SS
COUNTY OF RUTHERFORD)

Personally appeared before me, MC. HILL, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 27 day of APRIL, 1992.

[Signature]
NOTARY PUBLIC
My Commission Expires: 10-17-94

STATE OF TENNESSEE)
) :SS
COUNTY OF RUTHERFORD)

Personally appeared before me, LOUVERNIA M. HILL, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 27 day of APRIL, 1992.

[Signature]
NOTARY PUBLIC
My Commission Expires: 10-17-94

STATE OF TENNESSEE)
) :SS
COUNTY OF RUTHERFORD)

Personally appeared before me, JOHN E. HAY, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 27 day of APRIL, 1992.

[Signature]
NOTARY PUBLIC
My Commission Expires: 10-17-94

STATE OF TENNESSEE)
) :SS
COUNTY OF RUTHERFORD)

Personally appeared before me, ALBERT E. DEPRINCE, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 27 day of APRIL, 1992.

[Signature]
NOTARY PUBLIC
My Commission Expires: 10-17-94

STATE OF TENNESSEE)
) :SS
COUNTY OF RUTHERFORD)

Personally appeared before me, MICHAEL BROLL, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 27 day of APRIL, 1992.

Mark M. Richardson
NOTARY PUBLIC
My Commission Expires: 10-17-94

STATE OF TENNESSEE)
) :SS
COUNTY OF RUTHERFORD)

Personally appeared before me, SANDRA BROLL, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 27 day of APRIL, 1992.

Mark M. Richardson
NOTARY PUBLIC
My Commission Expires: 10-17-94

STATE OF TENNESSEE)
) :SS
COUNTY OF RUTHERFORD)

Personally appeared before me, ROBERT M. RICHARDSON, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 27 day of APRIL, 1992.

Mark M. Richardson
NOTARY PUBLIC
My Commission Expires: 10-17-94

STATE OF TENNESSEE)
) :SS
COUNTY OF RUTHERFORD)

Personally appeared before me, MARY RICHARDSON, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

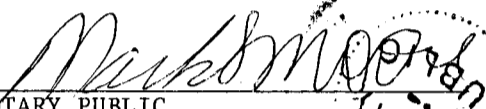
WITNESS MY HAND this 27 day of APRIL, 1992.

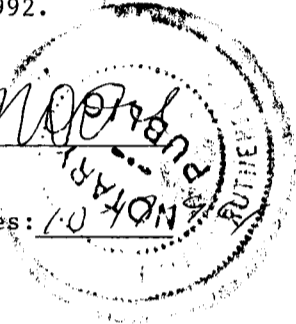
Mark M. Richardson
NOTARY PUBLIC
My Commission Expires: 10-17-94

STATE OF TENNESSEE)
 :SS
COUNTY OF RUTHERFORD)

Personally appeared before me, the undersigned, a Notary Public within and for the State and County aforesaid, the within named, Cathy Hudson, with whom I am personally acquainted and who acknowledged that she executed the foregoing instrument for the purposes therein contained; and the said Cathy Hudson, to me known to be the person who executed the foregoing instrument in behalf of Michael T. Hudson, acknowledged that she executed the same as the free act and deed of said Michael T. Hudson, and for the purposes therein contained by virtue of a Power of Attorney duly executed by the said Michael T. Hudson, and appearing of record in Trust Deed Book A-531, page 648, in the Register's Office of Rutherford County, Tennessee.

WITNESS MY HAND, at office, this 27th day of April, 1992.

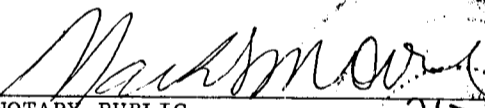

NOTARY PUBLIC
My Commission Expires: 10-1-94

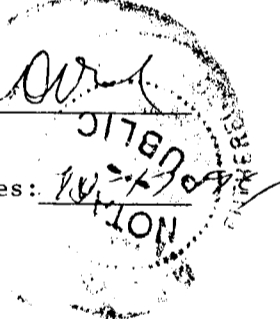


STATE OF TENNESSEE)
 :SS
COUNTY OF RUTHERFORD

Personally appeared before me, J.M. Qualls, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND THIS 27th day of April, 1992.


NOTARY PUBLIC
My Commission Expires: 10-1-94



STATE OF TENNESSEE)
) :SS
COUNTY OF RUTHERFORD)

Personally appeared before me, KRISTINA RAVENSCROFT with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 27 day of APRIL, 1992.

[Signature]
NOTARY PUBLIC
My Commission Expires: 10-10-94

STATE OF TENNESSEE)
) :SS
COUNTY OF RUTHERFORD)

Personally appeared before me, CHRIS A. RAVENSCROFT with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 27 day of APRIL, 1992.

[Signature]
NOTARY PUBLIC
My Commission Expires: 10-10-94

STATE OF TENNESSEE)
) :SS
COUNTY OF RUTHERFORD)

Personally appeared before me, WILLIAM T. RICHMOND, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 27 day of APRIL, 1992.

[Signature]
NOTARY PUBLIC
My Commission Expires: 10-10-94

STATE OF TENNESSEE)
) :SS
COUNTY OF RUTHERFORD)

Personally appeared before me, R. BROCK QUALLS, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 27 day of APRIL, 1992.

[Signature]
NOTARY PUBLIC
My Commission Expires: 10-10-94

STATE OF TENNESSEE)
) :SS
COUNTY OF RUTHERFORD)

Personally appeared before me, BONNIE J. LEWIS, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 27 day of April, 1992.

Mark S. McGee
NOTARY PUBLIC
My Commission Expires: 10-17-94

STATE OF TENNESSEE)
) :SS
COUNTY OF RUTHERFORD)

Personally appeared before me, Lloyd L. LEWIS, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 27 day of April, 1992.

Mark S. McGee
NOTARY PUBLIC
My Commission Expires: 10-17-94

STATE OF TENNESSEE)
) :SS
COUNTY OF RUTHERFORD)

Personally appeared before me, MORGAN W. WATKINS, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 27 day of APRIL, 1992.

Mark S. McGee
NOTARY PUBLIC
My Commission Expires: 10-17-94

RECORDING FEE 80.00
STATE TAX _____
REGISTER'S FEE _____
TOTAL PAID 80.00
RECEIPT NO. 49407

STATE OF TENNESSEE)
) :SS
COUNTY OF RUTHERFORD)

Personally appeared before me, SHARON WATKINS, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 27 day of APRIL, 1992.

Mark S. McGee
NOTARY PUBLIC
My Commission Expires: 10-17-94

I, Bart Yeagan, Register of Rutherford County, do certify that the foregoing instrument is registered in said office in book 481 page 210 that it was received May 18 1992 at 3:44 o'clock P M and entered in notebook 4 page 207 Bart Yeagan, Reg. Jean Shelby Deputy

AMENDED RESTRICTIVE COVENANTS
APPLYING TO BRECKENRIDGE PLACE

020666

WHEREAS the undersigned represent the owners of more than fifty one (51%) per cent of the combined lots in BRECKENRIDGE PLACE of BRECKENRIDGE, a subdivision in Rutherford County, Tennessee, as shown in Plat Book 17, page 7, Register's Office of Rutherford County, Tennessee, and

WHEREAS the undersigned now desire to amend the restrictive covenants of record in Deed Book 383, page 651, and as amended but only as they apply to Breckenridge Place and to any other sections of Breckenridge hereafter annexed into the subdivision.

NOW, THEREFORE, the undersigned, for the benefit and protection of all owners in Breckenridge do hereby amend the RESTRICTIVE COVENANTS of record in Deed Book 383, page 651, and as amended in Deed Book 398, page 499, and Deed Book 481, page 810, of the Register's Office of Rutherford County, Tennessee as follows:

1. ARTICLE VIII entitled USE RESTRICTION, LOT USAGE is hereby amended to delete the present paragraph 4 and to replace said paragraph with the following:

"4. No animals or livestock of any kind shall be allowed or maintained on any lot, except that dogs, domestic cats, or other household domestic pets may be kept, provided that they are not kept for commercial purposes. In addition to the foregoing, a maximum of two horses shall be allowed and maintained on lots 3, 4 and 5 of Breckenridge Place. No poultry of any kind or description shall be allowed or maintained on any lot at any time for any purpose."

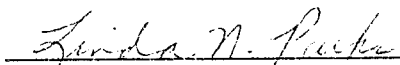
2. ARTICLE VIII entitled USE RESTRICTION, LOT USAGE is hereby amended to delete the present paragraph 13 and to replace said paragraph with the following:

"13. The minimum square feet of living area in any residence shall be 3,250 square feet exclusive of garages, porches, terraces, etc. The minimum square feet of living area on all ground floors shall be 2,000 square feet. No alteration of the minimum square footage shall be permitted without the prior written approval the the Architectural Committee."

WITNESS our signatures this 16th day of June, 1994.



BOB PARKS



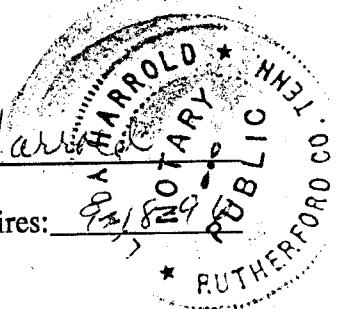
LINDA N. PARKS

STATE OF TENNESSEE)
) :SS
COUNTY OF RUTHERFORD)

Personally appeared before me, BOB PARKS, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 16th day of June, 1994.

Linda Harrold
NOTARY PUBLIC
My Commission Expires: 9-18-99

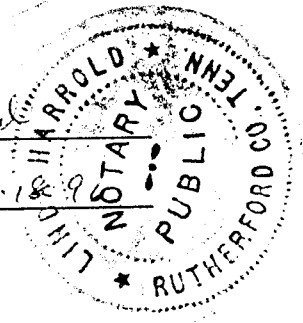


STATE OF TENNESSEE)
) :SS
COUNTY OF RUTHERFORD)

Personally appeared before me, LINDA N. PARKS, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 16th day of June, 1994.

Linda Harrold
NOTARY PUBLIC
My Commission Expires: 9-18-99



RECORDING FEE 8.00
STATE TAX _____
REGISTER'S FEE _____
TOTAL PAID 8.00
RECEIPT NO. 25279

State of Tennessee, Rutherford County
I, Bart Yeargan, Register of said county and state do certify that the foregoing instrument is registered in said office in book 527 page 682 that it was received June 16 1994 at 3:47 o'clock PM and entered in notebook 44 page 507 Bart Yeargan, Reg. [Signature] Deputy

SUPPLEMENTARY DECLARATION
ANNEXING AND PROVIDING RESTRICTIVE COVENANTS
FOR BRECKENRIDGE PLACE, AND
BRECKENRIDGE, SECTION III

020665

BOB PARKS and LINDA N. PARKS, being the owners in fee simple of the real estate that has been subdivided and named BRECKENRIDGE PLACE and BRECKENRIDGE, SECTION III, according to survey and plat of same made by W. Henry Huddleston, III, Civil Engineer, which plat is of record in Plat Book 17, page 7, Register's Office of Rutherford County, Tennessee, and which plat is made a part hereof by reference, do hereby annex said property into the BRECKENRIDGE plan pursuant to ARTICLE XI of the RESTRICTIVE COVENANTS AND CONDITIONS APPLYING TO THE SUBDIVISION NAMED BRECKENRIDGE, SECTION I, 9th CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE and as recorded in Book 383, page 651 of the Register's Office of Rutherford County, Tennessee, and as amended.

All of BRECKENRIDGE PLACE, of record in Plat Book 17, page 7, of said Register's Office shall now be under the same Restrictive covenants and Conditions as applying to BRECKENRIDGE, SECTION 1 of record in Plat Book 12, page 96 of said Register's Office. The Restrictive Covenants and Conditions herein referred are of record in Book, 383, page 651 and as amended in Book 398, page 499, and Book 481, page 810 of the Register's Office of Rutherford County, Tennessee and are incorporated herein by reference as if copied verbatim.

WITNESS our signatures this 16th day of June, 1994.



BOB PARKS

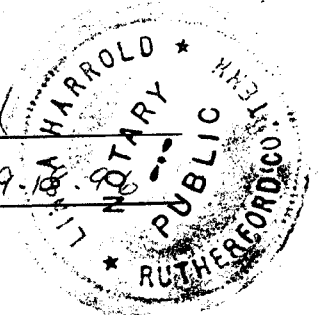

LINDA N. PARKS

STATE OF TENNESSEE)
 :SS
COUNTY OF RUTHERFORD)

Personally appeared before me, BOB PARKS, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 16th day of June, 1994.

Linda Harrold
NOTARY PUBLIC
My Commission Expires: 9-18-98

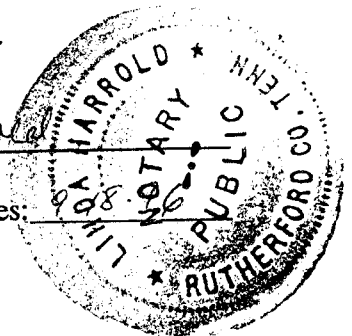


STATE OF TENNESSEE)
 :SS
COUNTY OF RUTHERFORD)

Personally appeared before me, LINDA N. PARKS, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 16th day of June, 1994.

Linda Harrold
NOTARY PUBLIC
My Commission Expires: 9-18-98



RECORDING FEE 8.00
STATE TAX -
REGISTER'S FEE -
TOTAL PAID 8.00
RECEIPT NO. 25279

State of Tennessee, Rutherford County
I, Bart Yeagan, Register of said county and state do certify that the foregoing instrument is recorded in said office in book 527 page 680 that it was received June 16 1994 at 3:46 o'clock P M and entered in notabook 44 page 507 Bart Yeagan, Reg. *John Henley* Deputy

X

This Instrument Prepared By:
DAVID W. KIOUS, Attorney
1535 West Northfield Blvd.
8 Lincoln Square
Murfreesboro, TN 37129

SUPPLEMENTARY DECLARATION
ANNEXING AND PROVIDING RESTRICTIVE COVENANTS
FOR BRECKENRIDGE, SECTION IV

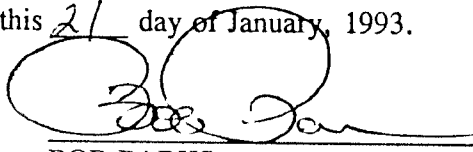
001582

BOB PARKS, being the owner in fee simple of the real estate that has been subdivided and named BRECKENRIDGE, SECTION IV, according to a survey and plat of same made by W. Henry Huddleston, III, Civil Engineer, which plat is of record in Plat Book 15, page 224, Register's Office of Rutherford County, Tennessee, and which plat is made a part hereof by reference, does hereby annex said property into the BRECKENRIDGE plan pursuant to ARTICLE XI of the RESTRICTIVE COVENANTS AND CONDITIONS APPLYING TO THE SUBDIVISION NAMED BRECKENRIDGE, SECTION 1, 9th CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE and as recorded in Book 383, page 651 of the Register's Office of Rutherford County, Tennessee, and as amended.

All of BRECKENRIDGE, SECTION IV of record in Plat Book 15, page 224 of said Register's Office shall now be under the same Restrictive covenants and Conditions as applying to BRECKENRIDGE, SECTION 1 of record in Plat Book 12, page 96 of said Register's Office. The Restrictive Covenants and Conditions herein referred are of record in Book, 383, page 651 and as amended in Book 398, page 499, and Book 481, page 810 of the Register's Office of Rutherford county, Tennessee and are incorporated herein by reference as if copied verbatim.

RECORDING FEE 800
STATE TAX _____
REGISTER'S FEE _____
TOTAL PAID 800
RECEIPT NO. 71892

WITNESS my signature this 21 day of January, 1993.



BOB PARKS

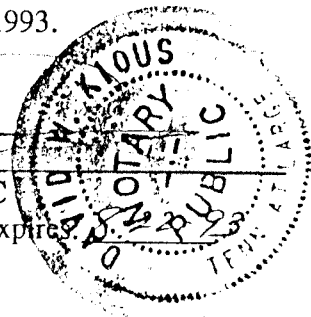
STATE OF TENNESSEE)
):SS
COUNTY OF RUTHERFORD)

Personally appeared before me, BOB PARKS, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 21 day of January, 1993.

I, Bart Yeargan, Register of Rutherford County, do certify that the foregoing instrument is registered in said office in book 496 page 205 that it was received JAN 22 1993 at 8:15 o'clock A M and entered in notebok B page 215 Bart Yeargan, Reg. Jean Bentley Deputy

NOTARY PUBLIC
My Commission Expires _____



018596

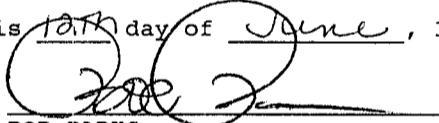
SUPPLEMENTARY DECLARATION
ANNEXING AND PROVIDING RESTRICTIVE COVENANTS
FOR BRECKENRIDGE, SECTION V

BOB PARKS, being the owner in fee simple of the real estate that has been subdivided and named BRECKENRIDGE, SECTION V, according to a survey and plat of same made by W. Henry Huddleston, III, Civil Engineer, which plat is of record in Plat Book 17, page 101, Register's Office of Rutherford County, Tennessee, and which plat is made a part hereof by reference, does hereby annex said property into the BRECKENRIDGE plan pursuant to ARTICLE XI of the RESTRICTIVE COVENANTS CONDITIONS APPLYING TO THE SUBDIVISION NAMED BRECKENRIDGE, SECTION I, 9th CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE and as recorded in Book 383, page 651 of the Register's Office of Rutherford County, Tennessee, and as amended.

All of BRECKENRIDGE, SECTION V of record in Plat Book 17, page 101 of said Register's office shall now be under the same Restrictive Covenants and Conditions as applying to BRECKENRIDGE, SECTION I of record in Plat Book 12, page 96 of said Register's office. The Restrictive Covenants and Conditions herein referred are of record in Book 383, page 651, and as amended in Book 398, page 498, Book 398, page 499, Book 481, page 810, Book 496, page 205, Book 527, page 680, and Book 527, page 682, of the Register's Office of Rutherford County, Tennessee, and are incorporated herein by reference as if copied verbatim.

WITNESS my signature this 10th day of June, 1995.

PREPARED BY:
David W. Kious, Atty. at Law
1535 W. Northfield Blvd.
Murfreesboro, TN 37129


BOB PARKS

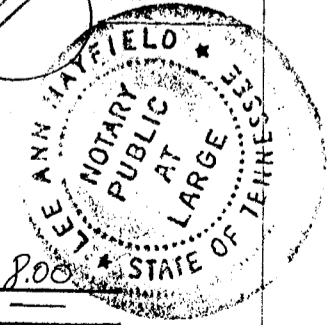
STATE OF TENNESSEE
COUNTY OF RUTHERFORD

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, the within named BOB PARKS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at my office on this the 12th day of June, 1995.


Notary Public

My commission expires: 1/15/96



State of Tennessee, Rutherford County
I, Mark H. Moshea, Register of said county and state do certify that the foregoing instrument is registered in said office in book 551 page 873 that it was received July 6 1995 at 8:42 o'clock A. M and entered in notebook 40 page 407 Mark H. Moshea, Reg. Anna Stem Deputy

RECORDING FEE 8.00
STATE TAX _____
REGISTER'S FEE _____
TOTAL PAID 8.00
RECEIPT NO. 29750

RECORDING FEE 8.00
 STATE TAX —
 REGISTER'S FEE —
 TOTAL PAID 8.00
 RECEIPT NO. 65113

176

This Instrument Prepared By:
 DAVID W. KIOUS, Attorney
 1535 West Northfield Blvd.
 8 Lincoln Square
 Murfreesboro, TN 37129

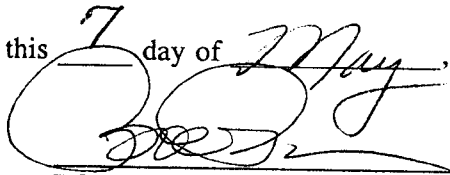
**SUPPLEMENTARY DECLARATION
 ANNEXING AND PROVIDING RESTRICTIVE COVENANTS
 FOR BRECKENRIDGE, SECTION VI**

017147

BOB PARKS, being the owner in fee simple of the real estate that has been subdivided and named BRECKENRIDGE, SECTION VI, according to a survey and plat of same made by W. Henry Huddleston, III, Civil Engineer, which plat is of record in Plat Book 17, page 190, Register's Office of Rutherford County, Tennessee, and which plat is made a part hereof by reference, does hereby annex said property into the BRECKENRIDGE plan pursuant to ARTICLE XI of the RESTRICTIVE COVENANTS AND CONDITIONS APPLYING TO THE SUBDIVISION NAMED BRECKENRIDGE, SECTION 1, 9th CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE and as recorded in Book 383, page 651 of the Register's Office of Rutherford County, Tennessee, and as amended.

All of BRECKENRIDGE, SECTION VI of record in Plat Book 17, page 190, of said Register's Office shall now be under the same Restrictive Covenants and Conditions and as amended as applying to BRECKENRIDGE, SECTION 1 which plat is of record in Plat Book 12, page 96 of said Register's Office. The Restrictive Covenants and Conditions herein referred are of record in Book, 383, page 651 and as thereafter amended of record in the Register's Office of Rutherford county, Tennessee and are incorporated herein by reference as if copied verbatim.

WITNESS my signature this 7 day of May, 1996.



BOB PARKS
 State of Tennessee, Rutherford County


STATE OF TENNESSEE)
) :SS
 COUNTY OF RUTHERFORD)

I, Mark H. Moshea, Register of said county and state do certify that the foregoing instrument is registered in said office in book 573 page 176 that it was received May 21 1996 at 1:47 o'clock P. M and entered in notebook 48 page 288 Mark H. Moshea, Reg. Danna Stem Deputy

Personally appeared before me, BOB PARKS, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND this 7 day of May, 1996.




 NOTARY PUBLIC
 My Commission Expires: 1-18-00