

This Instrument Prepared Brown Properties, Inc.  
4010 N. Quinland Lake Road, Cookeville, Tennessee, 38506

**AMENDED AND RESTATED**  
**DECLARATION OF COVENANTS RUNNING WITH LAND**  
**AND RESTRICTIVE COVENANTS APPLICABLE TO**  
**WHITE PLAINS PLANTATION, PHASE IX**

***THIS DECLARATION OF COVENANTS*** (hereinafter referred to as “Covenants”), and Restrictive Covenants Applicable to White Plains Plantation, Phase IX (hereinafter referred to as “Restrictions”), executed this \_\_\_\_ day of \_\_\_\_\_, 2001, by ***BROWN PROPERTIES, INC.*** (hereinafter referred to as “Developer”);

**WITNESSETH:**

***WHEREAS***, Developer is the owner of certain real estate in the County of Putnam, State of Tennessee, and more particularly described as White Plains Plantation, Phase IX, a plat of which is of record in Plat Cabinet \_\_\_\_, Slide \_\_\_\_, Register’s Office, Putnam County, Tennessee; and

***WHEREAS***, Developer desires to establish and provide for a system of administration and continual operation and maintenance of the Common Amenities of White Plains Plantation, Phase IX, as hereinafter described; and

***WHEREAS***, Developer further desires to establish for Developer’s benefit and for the mutual benefit and advantage of his heirs, successors, and assigns, and all future owners and occupants of White Plains Plantation, Phase IX, or any portion thereof, certain rights, privileges, obligations restrictions, covenants, liens, assessments and regulation governing the use and occupancy of White Plains Plantation, Phase IX, and the maintenance, protection and administration of the Common Areas thereof, all of which are declared to be in furtherance of a plan to promote and protect the operative aspects of residency or occupancy in White Plains Plantation, Phase IX, and White Plains Plantation, and are intended to be construed as covenants running with the land, which shall be binding on all parties having or acquiring any right, title, or interest in all or any portion of the Properties, and which inure to the benefit of each owner thereof.

***NOW, THEREFORE***, Developer, as legal title holder of the Properties and for the purposes set forth above and further hereinafter set forth, declare as follows:

***ARTICLE I***

**Definitions**

The following words when used in this declaration shall have the following meanings:

A. “Association” shall mean and refer to the White Plains Plantation Homeowners Association, Inc., a non-profit organization to be organized and existing under the laws of the State of Tennessee, its successors and assigns.

B. “Board” shall mean and refer to the Board of Directors of the Association.

C. "Building" shall mean and refer to a single-family residential building which may be build on each lot.

D. "By-Laws" shall mean and refer to the by-laws of the Association, and as may be amended from time to time.

E. "Common Amenities" shall mean and refer to those portions of White Plains Plantation, Phase IX, as shown on the plat of same which is recorded in Plat Cabinet \_\_\_\_, Slide \_\_\_\_, Register's Office, Putnam County, Tennessee, which portions are not shown as lots or streets therein, and which portions may require common upkeep and maintenance, including, but not limited to, entrance fencing and landscaping and water for landscaping, entrance-way gate and signage at both entrances.

F. "Declaration" shall mean and refer to this Declaration of Covenants applicable to the Properties and which is recorded in the Office of the Register of Deeds for Putnam County, Tennessee.

G. "Developer" shall mean and refer to Brown Properties, Inc., having its principal place of business in Cookeville, Tennessee, and any "Successor Developer" so designated as such by "Developer."

H. "White Plains Plantation, Phase IX" shall mean and refer to that certain residential community known as White Plains Plantation, Phase VI, which is being developed on real property now owned by Developer in Putnam County, Tennessee.

I. "Lot" shall either mean or refer to any plot of land to be used for single-family residential purposes and so designated on the plat.

J. "Member" shall mean and refer to any person or persons who shall be an owner of any of the Properties as defined herein, and as such, shall be a Member of the Association.

K. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee interest in any of the Properties which are part of White Plains Plantation, Phase IX, excluding, however, those parties; having such interest merely as a security interest for the performance of an obligation.

L. "Plat" shall mean and refer to the plat of White Plains Plantation, Phase IX, of record in Plat Cabinet \_\_\_\_, Slide \_\_\_\_, Register's Office, Putnam County, Tennessee.

M. "Person" shall mean and refer to a natural person, as well as a corporation, partnership, firm, association, trust, or other legal entity. The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural where the context so requires.

N. "Properties" shall mean and refer to any and all of that certain real estate described as White Plains Plantation, Phase IX, a plat of which is of record in Plat Cabinet \_\_\_\_, Slide \_\_\_\_, Register's Office, Putnam County, Tennessee.

O. "White Plains Golf Course" shall mean and refer to a separate and independently owned, operated, and managed golf course.

## **ARTICLE II**

### **Submission of Properties**

The Developer, as legal title holder in fee of the Properties, hereby submits and subjects the Properties to the provisions of this Declaration and to the By-Laws of White Plains Plantation Homeowners Association, Inc., and as they may be amended from time to time. This Declaration shall constitute COVENANTS RUNNING WITH THE LAND and be binding upon all parties now owning or thereafter having or acquiring any right, title or interest in the Properties or any part thereof, and shall inure to the benefit of each owner hereof. Every person hereafter acquiring a lot or any portion of the Properties by acceptance of a deed to any interest in a lot or any portion of the Properties shall accept such interest subject to the terms of this Declaration, and by acceptance of the same, shall be deemed to have consented to and agreed to be bound by the terms, conditions and covenants of this Declaration.

## **ARTICLE III**

### **Membership**

**Members.** Every person or entity who is an owner of any Lot which is included in the Properties shall be included in the White Plains Plantation Homeowners Association, Inc. Membership shall be appurtenant to and may not be separated from ownership of any Lot in the Properties.

## **ARTICLE IV**

### **Assessments**

**A. Creation of Lien and Personal Obligation of Assessments.** Each Owner of any Lot within the Properties shall, by acceptance of a deed therefor, whether or not it shall be so expressed in any deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of these Covenants and the Declaration of Covenants Running with Land recorded in Warranty Deed Book 346, Page 315, Register's Office for Putnam County, Tennessee, and promises to pay to the Association and to the White Plains Plantation Homeowners Association, Inc., both annual assessments and charges and special assessments, such assessments to be established and collected from time to time as provided in the By-Laws of the White Plains Plantation Homeowners Association, Inc. The annual and special assessments, together with such interest thereon, and costs of collection therefor, shall be a charge and continuing lien upon the Lot against which such assessment is made as of the effective date of each assessment. Each such assessment, together with such interest thereon, and costs of collection therefor, shall also be the personal obligation of the person or entity who was owner of such Lot at the time when the assessment fell due. In the case of co-ownership of a Lot, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment. Common charges/assessments shall first be assessed against a Lot as considered due from the owner of that Lot from the date the Developer transfers title to that Lot to the first purchaser/owner. The Developer shall, however, be exempt from assessment for any such common charges, annual assessments, dues, charges or assessments of any other kind or nature.

**B. Payment of Common Charges.** All Lot owners shall be personally obligated to pay the common charges assessed by the Board of Directors of White Plains Plantation Homeowners Association, Inc., pursuant to the By-Laws of the Association and the

Covenants at such times as the Board of Directors shall determine. The Developer is exempt from payment of common charges. Common charges shall first be assessed against a Lot and considered due from that Lot's owner from the date Developer transfers title to the Lot to the first purchaser/owner. No Lot owners shall be liable for the payment of any part of the common charges assessed against his Lot subsequent to a sale, transfer or other conveyance by him of such Lot. A purchaser of a Lot shall not be personally liable for the payment of common charges which were assessed against that Lot prior to his acquisition of the Lot unless such liability was assumed as part of the purchase; provided, however, that the lien imposed herein for unpaid charges and assessments shall continue to be valid against the Lot.

**C. Enforcement of Lien by Trustee's Sale.** For and in consideration of the privileges and protections granted herein, and the mutual enjoyment and use of the Membership, and for the express purpose of securing the payment of the assessments, other sums and charges described in the By-Laws of White Plains Homeowners Association (hereinafter referred to as "the Association") rendering unnecessary court proceedings for the enforcement of the liens described above, each Owner accepting a deed to a Lot for their heirs, administrators, successors, and assigns, does hereby transfer and convey unto David W. Ledbetter, Trustee, his successors and assigns, each such Lot deeded to such Owner, with the appurtenances, estate, title and interest thereto belonging, unto the Trustee, for the following uses in Trust:

Said Owners agree to pay all assessments, sums and charges when due and upon demand of said Trustee or the Associations, or either of them, to pay, discharge, or remove any and all liens (except a first mortgage or deed of trust lien) which may be hereafter placed against said Owner's Lot which shall adversely affect the lien granted herein, and in case the Trustee or its successors or the Associations shall hereafter be required to appear in any court or tribunal to enforce or defend the title to, or possession of, said Lot or the lien granted herein, or appear in any court to prove said indebtedness, all costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed and be payable by Owner upon demand of the Trustee or Associations, and upon failure to do any of these things then said Trustee or Associations may do any or all of said things, and the amounts so paid shall bear interest from the date of payment at the highest rate then permitted by the laws of the State of Tennessee, and shall be and become a part of the indebtedness secured hereby.

If said assessments, sums or charges, or interest thereon, are not paid promptly when due or within any period of cure allowed above, or if after said Owners fail to pay any other sums due as above provided, or further, fail to reimburse the Trustee or Associations within thirty (30) days from the date of Trustee's or Associations' payment of such sums, this trust conveyance shall remain in full force and effect, and the said Trustee or its successor in trust is hereby authorized and empowered, upon giving twenty (20) days notice by three (3) publications in any newspaper, daily or weekly, published in Putnam County, Tennessee, to sell said Lot at the West door of the courthouse in said county to the highest bidder for cash at public outcry, free from the equity or redemption, statutory right of redemption, homestead, and all other exemptions of every kind which are hereby expressly waived; and the said Trustee or its successors in trust is authorized and empowered to execute and deliver a deed to the purchaser at such foreclosure sale. The Associations, or either of them, may bid at any sale under this trust conveyance. The Trustee may at any time after default in the payment of any of the above described indebtedness enter and take possession of said Lot 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 Lot, 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 Lot. In case of sale hereunder, the proceeds shall be applied by the Trustee as follows:

1. To the payment of all costs, charges and expenses of executing this conveyance and enforcing this lien as herein provided; also reasonable attorneys' fees for advice in the premises, or for instituting or defending any litigation which may arise on the account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.
2. To the payment of all taxes which may be unpaid on said premises.
3. To the payment of all unpaid indebtedness herein secured.
4. The residue, if any, to be paid to said Owners, their order, or to their representative or assigns.

With or without cause or reason, the Associations as the lawful owner and holder of said lien, acting by its President, is hereby authorized and empowered to name and appoint a successor in trust to execute this trust by an instrument in writing to be recorded in the Register's Office for Putnam County, Tennessee, and title therein conveyed to the above named Trustee shall be vested in said successor. Trustee is authorized to appoint an attorney-in-fact to conduct in its stead and on its behalf and with the same power possessed by said Trustee as granted herein, any and all foreclosure sales authorized above.

The lien described in this Section shall be subordinate to the lien of a recorded first mortgage or deed of trust encumbering any such Lot. Provided, however, that in the event of foreclosure of such mortgage or first deed of trust, the purchaser at such foreclosure shall become subject to the lien reserved herein for the purpose of securing all assessments becoming due from and after the date such purchaser accepts a deed to said Lot or enters into possession of said Lot, whichever shall occur first.

## *ARTICLE V*

### **General Provisions**

**A. Duration.** This Declaration of Covenants shall be appurtenant to and run with the land and shall be binding upon all owners and parties hereinafter having an interest in any of the Properties and all parties claiming under them, and all other parties hereafter who may be made subject to said Declaration for a period of ninety-nine (99) years from the date of the filing of this Declaration.

**B. Enforcement.** All covenants herein may be enforced by Developer or any "Successor Developer" until such time as Developer or any "Successor Developer" has sold all its right, title and interest in and to the Properties, or by the Association, by proceeding at law or in equity against the person, firm or other entity violating or attempting to violate any covenant or covenants, either to restrain the violation thereof or to recover damages, together with reasonable attorney's fees and court costs. Further, after the termination of Developer's interest, in the event the Association fails to act to enforce any covenant herein, any Owner of any Lot may enforce this Declaration as aforesaid against any other Owner.

**C. Partial Invalidity.** Any invalidation of any one or more of these covenants by judgment, court order, or statute, or failure on the part of Developer or the Association, their successors or assigns, to enforce any of said covenants, shall in no way affect any of the other provisions hereof or be deemed as a waiver of the right to enforce such covenants anytime after the violation thereof.

***D. Exoneration of Developer.*** Each Owner of any Lot in the Properties, or any other party interested in the Properties, expressly agrees that there shall be no duty or obligation imposed upon Developer to enforce or attempt to enforce any of the covenants contained herein, nor shall Developer be subject to any liability of any kind or nature whatsoever from any third party for failing to enforce same.

***E. Separate Ownership of Golf Course.*** Each Owner of any Lot in the Properties, or any phase thereof, or any other party interested in the Properties, acknowledges that White Plains Golf Course is separately and independently owned, operated, and managed by entities other than Developer, and that as improvements are made to the Golf Course, the configuration of the holes on the Golf Course and overall layout of the Golf Course and its amenities, may be altered from time to time by the owners of the Golf Course, and that Developer shall not be subject to any liability of any kind or nature resulting from such possible changes in the Golf Course. White Plains Golf course has the right to make improvements to the course and to reconfigure the golf course layout without the consent of the White Plains Plantation Homeowners Association, or any other Homeowners Association, and without the consent of any owners of lots within any phase of White Plains Plantation.

## ***ARTICLE VI***

### ***Amendment***

The covenants of this Declaration may be amended by the Developer or any “Successor Developer” without joinder of any Lot Owner at any time the Developer or “Successor Developer,” in its sole discretion, deems necessary. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration by acceptance of a deed or other conveyance therefor, hereby agrees that the covenants and conditions of this Declaration may be amended as provided herein.

***NOW, THEREFORE,*** Developer, as legal title holder of the Properties, and for the purposes hereinafter set forth, declares as follows:

### ***W I T N E S S E T H :***

#### ***RESTRICTIVE COVENANTS APPLICABLE TO WHITE PLAINS PLANTATION, PHASE IX***

Brown Properties, Inc. owner in fee simple of the property known as White Plains Plantation, Phase IX, a subdivision, a plat of which is recorded in the Register's Office of Putnam County, Tennessee, in Plat Cabinet\_\_\_\_, Slide\_\_\_\_, hereby makes the following declarations as to limitations, restrictions, and uses to which the lots and/or tracts, in the subdivision, may be put, hereby specifying that said declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on Developer, any “Successor Developer” so designated by Developer, and all purchasers of lots and all persons claiming under them, and for the benefit of and limitations upon all future owners of said land, this declaration of restrictions being designed for the purpose of keeping said land desirable, uniform and suitable in architectural design and use as herein specified. For the purposes of these restrictions, the term “golf course lot(s)” shall refer to any lot(s) which adjoins the White Plains Golf Course at any point. “Lot(s)” refers to any parcel of land within White Plains Plantation, Phase IX, whether said lot adjoins the golf course or not.

1. No lot shall be used except for residential purposes, but this shall not exclude the temporary use of a house for a showcase model home or temporary real estate sales office under the auspices of Brown Properties, Inc., the developer.
2. No residential structure on any lot shall be designed, constructed, or used for more than one (1) family; and, only one (1) house is to be erected or constructed on any lot and/or tract of the above described property.
3. No building shall be constructed or maintained on any lot which extends over the set-back lines, as shown on the recorded plat; provided bay windows, steps or terraces, shall be permitted to extend over the set-back lines, so long as the remaining portion of the structure does not violate the set-back lines as shown. Set-back lines as shown on the plat are: front- 35 feet, side- 15 feet, rear - 15 feet and side street - 30 feet. The Declarant expressly reserves the right to amend or alter, with the approval of the appropriate planning commission, the minimum set-back lines.
4. A perpetual easement is reserved for each lot as shown on the recorded plat, for the construction and maintenance of utilities, such as electricity, gas, water, drainage, etc., and no structure of any kind shall be erected or maintained upon or over said easement.
5. No old house shall be permitted to be brought into White Plains Plantation, Phase IX, to be placed or erected on any lot.
6. Any residence erected on any lot and/or tract, as shown on said plat, shall have a minimum living area of 2,000 square feet. Two-story residences shall contain no less than 2,400 square feet of living area. The foregoing minimum square footage requirements are exclusive of any garages, basements, porches, terraces, carports, and similar appurtenances; and, in addition, each resident shall have an attached two-car garage. However, a two car basement garage may be utilized in lieu of an attached two car garage, but in that event, the minimum square footage requirements referred to above shall be increased to 2,200 square feet for one-story residences and 2,600 for two-story residences, respectively.
7. All construction work must be prosecuted with all due diligence and no incomplete structures shall be permitted to exist nor shall be maintained upon said land for a period longer than ninety (90) days after cessation of actual construction work thereon.
8. No concrete block, used in the foundation or elsewhere in the construction of any building erected on the lots of White Plains Plantation, Phase IX, shall be permitted to be visible above the ground level.
9. No one will be permitted to have a junk car or junk trash, garbage or scrap accumulation on said lots.
10. No noxious or offensive operations shall be conducted or maintained on any lot and/or tract, and nothing shall be done on said lot and/or tract which may constitute a nuisance or unreasonable annoyance to the neighborhood.
11. No poultry, livestock, or animals shall be allowed or maintained on any lot at any time. However, this restriction shall not preclude the keeping of dogs or cats, or other household pets, which pets must be kept inside the residence when unattended.

12. No gardens or crops of any kind may be grown on any lot in White Plains Plantation, Phase IX.
13. All exterior materials must be brick, natural stone, stucco, drivet, or wood. However, wood or vinyl will be permitted on dormers or bay windows only.
14. It shall not be permissible to erect a temporary building on said property, and no garage house shall be permissible or occupied or erected or maintained on said property except as an adjunct to or for use and occupancy by servants of the occupant of the residence house on said property. This restriction does not prohibit a temporary tool shed for use by a contractor or workmen during the construction of a house on said property, provided, however, that the said tool shed or construction shack shall be removed within thirty (30) days after completion of the main residence.
15. No house trailer, double wide house trailer, modular home or any type home which is not constructed on site shall be placed or erected on said lots.
16. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five square feet advertising the property for sale or rent, except for signs used by the developer to advertise the property during the sales period.
17. No vehicles of over one-ton capacity may be parked or stored on property or streets of White Plains Plantation, Phase IX.
18. All culverts for driveways must be approved by the Putnam County Highway Department prior to installation.
19. No outside storage building(s) shall be allowed.
20. In the event the plans call for a garage door facing the front of the street, though it is discouraged, the door and/or doors shall be designed to coincide with the architectural décor of the structure and shall meet with the approval of the developer. An electrical garage-door mechanism shall be used, and the door and/or doors shall be kept closed at all times except when leaving or entering.
21. Plans, specifications, and plot plans shall be submitted to, with a copy for the use of the grantor-developer, and be approved in writing by the developer, grantor, their successors or assigns. No building shall be constructed or maintained on said land unless plans and specifications and plot plans have been submitted and approved as aforesaid and unless construction has been prosecuted and completed in strict accord with the approved plans and specifications and plot plan.
22. All utilities leading from the street to the residence, including but not limited to wiring, electrical, telephone and television cables, etc. on said described property shall be underground. Developer in its sole discretion reserves the right to waive this restriction on other lots in White Plains Plantation, Phase IX, when it would be impractical to require such underground utilities because of rock or topography. Developer further reserves the right to waive this restriction on future phases of said subdivision. A waiver by the developer on one lot shall not waive this restriction as to any other lot.



23. All vacant lots shall be mowed and trimmed by owner at least 1 time each month beginning April through September and other months as needed to keep a neat appearance. In the event the lot owner does not so maintain his lot(s), it may be done by the developer and billed to the lot owner, and unpaid sums shall be a lien on said lot(s).
24. No walls or fences, except as provided by developer shall be on lot(s) except around pools which must be designed to coincide with the architectural décor of the structure and be of similar materials and style as the house on subject lot(s) and shall meet with prior written approval of the Developer.
25. No above-ground swimming pools shall be erected on any lot.
26. All driveways must be constructed of asphalt paving, concrete, or exposed aggregate finish. Driveways must be completed within one year of construction of the house thereon. Prior to and during construction all driveways must be identified, graded, and graveled to the extent that mud is not traveled onto streets while the construction is in process.
27. The sale or transfer of any interest in any lot(s) in White Plains Plantation, Phase IX, shall contain the following language in the consideration clause of the deed conveying such interest: "As a further part of the consideration for the sale of subject property, Purchasers hereby acknowledge the inherent risks of owning property adjacent to or in close proximity with a golf course. Purchasers are aware of the dangers, including but not limited to flying golf balls, open lakes and streams, operation of golf carts, and other risks commonly associated with property ownership near a golf course. Purchasers, therefore, with full knowledge of said potential risks, agree to assume all such risks and to hold Seller, Developer, and the owner/operator of White Plains Golf Course harmless from any loss or damage to persons or property arising or resulting from any such risks. As a further part of the consideration for the sale of subject property, Purchasers acknowledge that White Plains Golf Course is private property and that no entry to the golf course is authorized except for properly registered golfers and their guests." The foregoing language shall be included in the consideration clause of any subsequent transfers of subject property.
28. White Plains Golf Course is private property and no children or other persons shall be allowed entry to the Golf Course from any lot in White Plains Plantation, Phase IX, at any time except for properly registered golfers and their guests.
29. All excavation during construction at White Plains Plantation, Phase IX, and thereafter, and all landscaping and lawn treatment of lots in White Plains Plantation, Phase IX, shall be conducted in such a manner as to prevent damage of any type to White Plains Golf Course.
30. No outside clothesline will be permitted on any lot in White Plains Plantation, Phase IX.
31. No exterior satellite dishes over 39 inches in diameter will be permitted. No exterior radio antennas or exterior television antennas will be installed on any lots which adjoin the golf course.
32. Minimum roof pitch on major portion of residence is required to be 7/12 pitch. Any exceptions to this must be approved in writing prior to commencement of construction by grantor-developers.

33. The acceptance of a deed to any lot in White Plains Plantation , Phase IX, automatically entitles and obligates the Grantee(s) to membership in The White Plains Homeowners Association, Inc. (WPHA, Inc.). Membership assessments of \$180 per year or in any amount as may later be determined by WPHA, Inc. shall be assessed the owner(s) of each lot for the administration and continual operation and maintenance of the Common Amenities of White Plains Plantation. Grantee(s) are further subject to the Declaration of Covenants Running With Land recorded in Warranty Deed Book 346, Page 315 in the Register's Office of Putnam County, Tennessee. The sale or transfer of any interest in any lot(s) in White Plains Plantation, Phase IX shall contain the following language in the legal description clause of the deed conveying such interest: " Subject lot is further subject to the Declaration of Covenants recorded in Warranty Deed Book 346, Page 315, Register's Office of Putnam County, Tennessee, regarding Membership in the White Plains Homeowners Association, Inc., and payment of applicable dues and assessments set by such Association and lien rights created thereby, and any further conveyances of subject property shall contain a reference to said Declaration of Covenants which run with the land. " The foregoing language shall be included in the legal description clause of any subsequent transfers of subject property.
34. Each lot owner must use the mail receptacle, model number 5523B, The Williamsburg, color: flat black. This model of mailbox must be purchased through The Mel Northey Co., Inc., 303 Gulf Bank, Houston, TX 77037; phone: 1-800-828-0302, 1-281-445-3485; fax 1/281-445-7456. Allow 4 to 6 weeks for delivery. The 1999 price is \$279, plus \$30 for shipping. The price may increase in future years as deemed necessary by the Mel Northey Co., Inc.
35. Developer, or "Successor Developer," as designated by Developer, shall retain the right to use any lot owned by him as a street to connect and/or to connect any utilities to any adjoining property that may be developed and to re-subdivide any lot or tract. Except for the foregoing, no lot in White Plains Plantation, Phase VI, shall be used as a street, or to create a street, that would connect to any other property or street. Acceptance of a deed to any lot in the properties shall constitute notice to any such lot owner that Developer is developing White Plains Plantation and its contiguous properties, and may use any lot owned by Developer as a street to connect and/or to connect any utilities to any adjoining property, and every lot owner, by acceptance of such deed, hereby consents to Developer's use of Developer's lot(s) as streets, so long as said streets meet appropriate planning commission regulations. Developer shall be held harmless from any claims, loss, or damages resulting from Developer's use of any of Developer's lots as a street when said street meets appropriate Planning Commission regulations.
36. By acceptance of a deed to any lot in White Plains Plantation, Phase IX, the grantee in such deed hereby releases and agrees to hold Developer harmless from any and all costs, claims, liabilities, and damages, resulting from any water runoff occasioned by the construction on or changes in topography on any other properties within White Plains Plantation.

37. Violation or threatened violation of any of the aforesaid restrictions shall subject the violator-lot owner to specific performance and/or mandatory injunctive relief in law or in equity. The alleged violating lot owner shall respond in damages for the loss of time and trouble encountered, and all attorney's fees reasonably incurred in enforcing these restrictions. They shall be deemed covenants running with the land. It is further agreed by any purchaser of lots so restricted by his acceptance of a deed thus restricted, that these restrictions are a substantial portion of the consideration exchanged in said conveyance, without which the conveyance would not have been made.

In the event any one or more of the foregoing restrictive covenants are declared to be null and void, or unconstitutional by any court of competent jurisdiction, in the suit involving said property, or said restrictive covenants, all other restrictive covenants shall be and remain in full force and effect.

**WITNESS ITS HAND** on this the \_\_\_\_\_ day of September, 2001.

**BROWN PROPERTIES, INC.**

BY: \_\_\_\_\_  
**Fred Brown, President**

**STATE OF TENNESSEE**  
**COUNTY OF PUTNAM**

**PERSONALLY APPEARED** before me, the undersigned authority, a Notary Public in and for said County and State, **FRED BROWN**, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of **BROWN PROPERTIES, INC.**, the within named bargainer, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

**WITNESS MY HAND** and seal at office, this \_\_\_\_\_ day of September, 2001.

\_\_\_\_\_  
**NOTARY PUBLIC**

My Commission Expires: \_\_\_\_\_