

PREPARED BY:
 WYNDHAM VACATION RESORTS, INC.
 6277 SEA HARBOR DR.
 ORLANDO FL 32821

ASSIGNMENT AND ASSUMPTION AGREEMENT OF DECLARANT'S RIGHTS

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("**Assignment**") dated as of this 19th day of March, 2018, is by and between **WYNDHAM VACATION RESORTS, INC.**, a Delaware corporation ("**Assignor**"), and **FGH LAND TENNESSEE, LLC**, a Tennessee limited liability company ("**Assignee**"). Hereinafter, Assignor and Assignee may hereafter be referred to individually as a "**Party**" or collectively as the "**Parties**".

WITNESSETH

WHEREAS, Assignor is the developer of that certain residential resort and retirement community known as Fairfield Glade ("**Fairfield Glade**") which was created pursuant to that certain Declaration of Covenants and Restrictions for Fairfield Glade, recorded May 8, 1970, in Book 99, Page 370, in the Office of the Register of Deeds in and for Cumberland County, Tennessee; as amended by that First Amendment to the Declaration of Covenants and Restrictions, recorded July 9, 1975, in Deed Book 161, Page 313; and that Second Amendment to the Declaration of Covenants and Restrictions, recorded October 18, 1982, in Deed Book 259, Page 108; as revised pursuant to that certain Agreed Decree dated August 17, 1984 and filed of record on August 20, 1984; and that Third Amendment to the Declaration of Covenants and Restrictions, recorded October 24, 1986, in Deed Book 325, Page 59; and that Conformed and Restated Declaration of Covenants and Restrictions, recorded February 8, 1988, in Deed Book 351, Page 710; and that Amended and Restated Declaration of Covenants and Restriction, recorded November 5, 1997, in Deed Book 1006, Page 1986, as supplemented by those Restrictive Covenants, recorded November 5, 1997, in Deed Book 1006, Page 2082, and that Land Restriction Plan, recorded November 5, 1997, in Deed Book 1006, Page 2120; and that First Amendment to the Amended and Restated Declaration of Covenants and Restrictions, recorded January 5, 2009, in Deed Book 1307, Page 1829, (collectively, the "**Declaration**"); all of said Amendments being recorded with the Register of Deeds for Cumberland County, Tennessee;

WHEREAS, Assignor and Assignee entered into that certain Purchase and Sale Agreement dated May 16, 2017, as amended (the "**PSA**"), pursuant to which Assignor sold to Assignee that certain home building business (the "**Business**") doing business as Fairfield Glade Homes, Fairfield Homes, and Glade Realty located in Fairfield Glade, Tennessee;

WHEREAS, Assignor, as the current Declarant and developer of Fairfield Glade under the Declaration, is the owner of various rights, interests and obligations in connection therewith and Assignor has agreed to assign to Assignee certain rights of Assignor;

WHEREAS, Assignor desires and agrees to assign to Assignee its rights, title, interests and obligations under the Declaration (the "**Declarant Rights**") and Assignee desires and agrees to assume all of the rights, title, interests and obligations of such Declarant Rights.

NOW, THEREFORE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

Mail
3 of 3

1. **Recitals; Capitalized Terms.** All of the foregoing recitals are true and correct and are hereby incorporated herein by this reference. Except as otherwise herein referenced, capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Declaration.

2. **Effective Date.** The “Effective Date” of this Assignment shall be December 31, 2017.

3. **Assignment.** Effective as of the Effective Date, Assignor does hereby absolutely and unconditionally grant, transfer, bargain, assign and convey to Assignee, and its successors and assigns, as follows:

- a. All of the rights, title, interests and obligations of Assignor in, to and under the following rights of Declarant: Article II; Article III; Article IV, Section 1(d), 2(b), 2(c), 2(e), 3(b), and 3(f); Article V, Section 2(b), 2(d), 2(f), 4, and 6; Article VI, Section 1, 2(b), 2(d), 2(e), 3, and 4; Article VII, Section 3; Article VIII, Section 3, and 5(c); Article IX(C), Section 1 and 3; Article XII, Section 3; Article XIII, Section 2, 9, and 10; Article XIV, Section 1, 2(a), 4(b) 4(d), 6, 9, and 10, contained in the Declaration;
- b. All of the rights, title, interests and obligations of Assignor in, to and under the rights of Declarant contained in those certain Restrictive Covenants, recorded November 5, 1997;
- c. All of the rights, title, interests and obligations of Assignor in, to and under the rights of Declarant contained in that certain Land Restriction Plan, recorded November 5, 1997; and
- d. All of the rights, title, interests and obligations of Assignor in, to and under the rights of Declarant contained in that certain First Amendment to the Amended and Restated Declaration of Covenants and Restrictions, recorded January 5, 2009.

From and after the Effective Date of this Assignment, all of the rights and obligations of the Assignor in, to and under the Declarant Rights shall be deemed to be the rights and obligations of the Assignee, and the same will inure to the benefit of and be binding upon the Assignee. Assignor hereby agrees to indemnify and hold Assignor harmless from and against all claims, damages, fines, losses, liabilities, causes of action, suits, judgments, costs or expenses incurred or expended in connection with, or in any way relating to, the Declarant Rights before the Effective Date.

4. **Assumption.** As of the Effective Date of this Assignment, Assignee hereby accepts and assumes the assignment of all of rights, title, interests and obligations of Assignor in, to and under any and all Declarant Rights as delineated herein. Further, Assignee hereby agrees to indemnify and hold Assignor harmless from and against any claims, actions, demands, judgments, losses, costs, expenses, damages and liabilities (including reasonable attorneys' fees and disbursements) related to or arising out of or connected with (or are alleged to arise out of or be connected with) the Declarant Rights, from and after the Effective Date hereof, provided however the same are not a direct result of Assignor's sole gross negligence or willful misconduct during its prior ownership of the Declarant Rights. From and after the Effective Date of this Assignment, Assignee shall be entitled to receive, collect, use and enjoy all compensation, benefits and advantages arising from and under the Declarant Rights, together with all rights, powers, privileges, options and other benefits of Assignor thereunder. Further,

from and after the Effective Date of this Assignment, Assignee shall hereby undertake and obligate itself to perform all of Assignor's obligations in respect to the Declarant Rights.

5. **Transition.** The Parties hereto hereby agree to use commercially reasonable efforts to cooperate with one another in the performance of their respective obligations hereunder and in furtherance of the efficient and timely transition of the Declarant Rights. Further, each Party hereto agrees that it will, at its own cost and expense, execute and deliver all such further documents and instruments, and will take such other actions as may be reasonably required or appropriate, to evidence or carry out the intents and purposes of this Assignment.

6. **Entire Agreement.** This Assignment, together with the PSA and the documents referenced therein, shall constitute the entire understanding of the Parties, shall be binding upon and inure to the benefit of the Assignor and Assignee and their respective successors and assigns, shall be governed by and in accordance with the laws of the State of Tennessee, and may not be modified or amended in any manner other than by written agreement signed by the Parties. Whenever possible, each provision of this Assignment shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Assignment shall be prohibited by or invalid under such law, it shall be deemed modified to conform to the minimum requirements of such law, or, if for any reason it is not deemed so modified, it shall be prohibited or invalidated only to the extent of such prohibition or invalidity without the remainder thereof or any other provision of this Assignment being prohibited or invalidated.

7. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which individually shall be considered to be an original, but all of which taken together shall constitute one and the same instrument. This Assignment may be executed and delivered by facsimile or email transmission of a file in ".pdf" or similar format and upon such delivery, each signature shall be deemed to have the same effect as if the original signature had been delivered to the other Party(ies) hereto.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE(S) FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first written above.

Signed, sealed and delivered in the presence of:

[Signature]
Witness

Misty Keyes
Print Name

Assignee: **FGH Land Tennessee, LLC**, a Tennessee limited liability company

By: [Signature]

Name: Tom Anderson
Title: Owner

[Signature]
Witness

Patricia Parkinson
Print Name

STATE OF TN)
COUNTY OF Cumberland)

Before me, a Notary Public in and for the said County and State, personally appeared before me, Tom Anderson, known to me or satisfactorily proven, who acknowledged him/herself to be an authorized officer of FGH LAND TENNESSEE, LLC, a Delaware limited liability company and that as such officer being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as such officer.

SWORN to and subscribed before me this 15 day of February, 2018.

Elizabeth Barnett
(Signature of Notary Public) 9/4/19
my comm. expires.

(SEAL)



Signed, sealed and delivered in the presence of:

Jennifer O'Hara
Witness

Jennifer O'Hara
Print Name

Assignor: Wyndham Vacation Resorts, Inc., a Delaware corporation

By: [Signature]
Name: Alan S. Litwack
Title: Senior Vice President

Rosalinda Lago-Rivera
Witness

Rosalinda Lago-Rivera
Print Name

STATE OF FLORIDA)
COUNTY OF ORANGE)

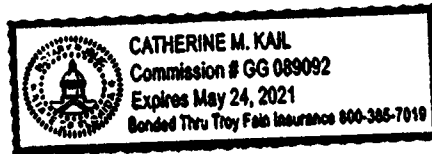
Before me, a Notary Public in and for the said County and State, personally appeared before me, ALAN S. LITWACK, known to me or satisfactorily proven, who acknowledged himself to be an authorized officer of WYNDHAM VACATION RESORTS, INC., a Delaware corporation and that as such officer being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as such officer.

SWORN to and subscribed before me this 19th day of ~~February~~, 2018.
March

(SEAL)

[Signature]
(Signature of Notary Public)

My Comm. Expires: 5/24/2021



BK/PG: 1522/2374-2378

18003629

| | |
|-----------------------|-------|
| 5 PGS:AL-RESTRICTIONS | |
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| DP FEE | 2.00 |
| REGISTER'S FEE | 0.00 |
| TOTAL AMOUNT | 27.00 |

STATE OF TENNESSEE, CUMBERLAND COUNTY
JUDY GRAHAM SWALLOWS
REGISTER OF DEEDS

**AMENDMENTS TO THE AMENDED
AND RESTATED DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR FAIRFIELD GLADE**

This document is made and entered into on this the 21st day of March, 2018, by the **FAIRFIELD GLADE COMMUNITY CLUB** to document certain Amendments to the Amended and Restated Declaration of Covenants and Restrictions for Fairfield Glade.

WITNESSETH:

WHEREAS, the Amended and Restated Declaration of Covenants and Restrictions for Fairfield Glade dated November 5, 1997, is of record at Book 1006, page 1986, et seq., Register's Office, Cumberland County, Tennessee (the Amended and Restated Declaration); and, LLGL

WHEREAS, Article XIV, Section 4, of the Amended and Restated Declaration, provides for its amendment; and,

WHEREAS, in August, 2017, certain Amendments were submitted to the membership of the Fairfield Glade Community Club for consideration and approval and the Amendments hereinafter more fully described were approved by three-fourths of the

This instrument prepared by:
Looney, Looney & Chadwell, PLLC, Attorneys
156 Rector Avenue, Crossville, Tennessee 38555
C1/d:fgcc-agree-wrap around for amendments to declaration

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|---------------------------------------|-------|
| BK/PG: 1522/1183-1187 | |
| 18003303 | |
| 5 PGS:AL-RESTRICTIONS | |
| BATCH: 119334 | |
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| RECORDING FEE | 25.00 |
| DP FEE | 2.00 |
| REGISTER'S FEE | 0.00 |
| TOTAL AMOUNT | 27.00 |
| STATE OF TENNESSEE, CUMBERLAND COUNTY | |
| JUDY GRAHAM SWALLOWS | |
| REGISTER OF DEEDS | |

affirmative vote of the members voting by ballot or by proxy as required by Article XIV, Section 4; and,

WHEREAS, the Fairfield Glade Community Club, by the execution and filing of this document wishes to document the Amendments so approved.

NOW, THEREFORE, for and in consideration of the premises, the sum of One (\$1.00) Dollar, cash in hand paid, the undersigned certifies as follows:

1. All recitations set out above are true and correct.
2. **Article VI, Utilities, Roads, and Recreational Facilities, Section 2**

(b)(i), of the Amended and Restated Declaration is amended to add the following language to the existing paragraph:

In the event the Board of the Directors of the Club shall decide that extension of the Central Sewer System to a particular area within the Exhibit "A" Properties is desirable, it may do so and may require the payment of a sewer availability fee by the owners of all lots (including Declarant owned lots) served by such extension, if a sewer availability fee has not previously been paid on such lot(s).

3. **Article VI, Utilities, Roads, and Recreational Facilities** is amended to add a new Section 6, as follows:

Section 6. **Right-of-Way Clearance for Utility Service.**
The Board of Directors of the Club shall be solely responsible for determining when, and if, Club resources are used for the clearance of rights-of-way so that utility service can be installed in particular areas. In the event the Board shall decide that it is not economically feasible to use Club resources to clear

rights-of-way for the installation of utility service to a particular area, it shall not be obligated to do so. If the Board determines that it is feasible and advantageous to use Club resources to clear rights-of-way for the installation of utility service to a particular area, it may do so and it may require the owners of all lots (including the Declarant owned lots) to be served by such utility service made available by said clearing, to pay their share of the cost thereof as determined by the Board. The costs shall be assessed on a uniform basis without regard to ownership.

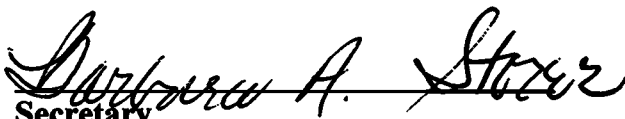
4. As evidenced by the Secretarial Certificate attached hereto, these Amendments were approved by the requisite vote of the membership and announced at the annual meeting of the membership of the Fairfield Glade Community Club on September 15, 2017.

IN WITNESS WHEREOF, the parties hereto have executed this document on the day and date first above written.

Fairfield Glade Community Club

By 
President

ATTEST:


Secretary

SECRETARIAL CERTIFICATE

The undersigned Secretary of Fairfield Glade Community Club certifies that the foregoing is a true, full, and correct copy of the Amendments to the Amended and Restated Declaration of Covenants and Restrictions for Fairfield Glade adopted by the membership of the Fairfield Glade Community Club, and announced at the annual meeting of members on September 15, 2017. These Amendments were submitted to the membership in August, 2017, and these Amendments received the affirmative vote of three-fourths of the members voting by ballot or by proxy as required by Article XIV, Section 4, of the Amended and Restated Declaration of Covenants and Restrictions for Fairfield Glade. The Amendments to said Amended and Restated Declaration, as adopted, are in full force and effect, and have not been in any way rescinded.

This 21st day of March, 2018.

Fairfield Glade Community Club

By *Barbara A. Stovel*
Secretary

Attest:

[Signature]
President

State of Tennessee)
)
County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared John Conrad and Barbara Storer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be Secretary and President of the **Fairfield Glade Community Club**, a corporation, and that they as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as such officers.

WITNESS my hand and seal of office on this the 21st day of March, 2018.

Patricia L. Davis
NOTARY PUBLIC

My commission expires: 5/7/2019



**FIRST AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR FAIRFIELD GLADE**

This First Amendment to the Amended and Restated Declaration of Covenants and Restrictions for Fairfield Glade is adopted on this the 18th day of June, 2008, by the **FAIRFIELD GLADE COMMUNITY CLUB**, a Tennessee non-profit corporation, whose address is P. O. Box 2000, 7827 Peavine Road, Fairfield Glade, Tennessee 38558 (hereinafter referred to as FGCC or the Club), acting by and through its duly elected Board of Directors:

WITNESSETH:

WHEREAS, Fairfield Glade is a resort/retirement community in Cumberland County, Tennessee, originally developed by Fairfield Communities Land Company, and its successors, Fairfield Communities, Inc., Fairfield Resorts, Inc. and Wyndham Vacation Resorts, Inc.; and,

WHEREAS, the current name of the Declarant developer is Wyndham Vacation Resorts, Inc.; and,

WHEREAS, the Fairfield Glade development is subject to the Amended and Restated Declaration of Covenants and Restrictions for Fairfield Glade, dated November

This instrument prepared by:
Looney, Looney & Chadwell, PLLC, Attorneys
156 Rector Avenue, Crossville, Tennessee 38555

C1/e:agree-fci/amendment to amended declaration (6-17-08) (clean)

5, 1997, recorded on November 5, 1997, in Book 1006, page 1986-2081, Register's Office, Cumberland County, Tennessee; and,

WHEREAS, the obligation of the Declarant, Wyndham Vacation Resorts, Inc., to pay general and special assessments on account of residential lots owned by the Declarant is defined in Article VIII, Section 3, of the Amended and Restated Declaration; and,

WHEREAS, Wyndham Vacation Resorts, Inc., a Delaware corporation, has entered into an Assurance of Voluntary Compliance with the State of Tennessee dated August 29, 2006; and,

WHEREAS, the Club has entered into an Assurance of Voluntary Compliance with the State of Tennessee dated September 29, 2006; and,

WHEREAS, the Assurances of Voluntary Compliance entered into by both Wyndham Vacation Resorts, Inc. and the Club with the State of Tennessee provide, among other things, that Wyndham Vacation Resorts, Inc.'s obligation to pay general and special assessments on lots owned by Wyndham Vacation Resorts, Inc. shall be as defined in the Assurance of Voluntary Compliance and the agreements executed pursuant thereto, and generally shall provide that Wyndham Vacation Resorts, Inc. will pay the same tiered assessments and be entitled to the same status and entitlements as other lot owners at Fairfield Glade for lots owned by Wyndham Vacation Resorts, Inc., provided, however, that the

assessment on lots owned by Wyndham Vacation Resorts, Inc. in the lowest tiered assessment category will be \$0.25 per month higher than that paid by individual lot owners, excluding developers or investors, as those terms are defined in the Assurance of Voluntary Compliance entered into by the Club with the State of Tennessee on September 29, 2006, and such assessments shall commence effective January 1, 2007; and,

WHEREAS, the Club and Wyndham Vacation Resorts, Inc. have entered into a Plan of Development Agreement, which, among other things, in Paragraph No. 2 deals with Wyndham Vacation Resorts, Inc.'s lot assessment obligations and entitlements; and,

WHEREAS, the Board of Directors of the Club has adopted a Resolution establishing a tiered assessment formula pursuant to Article VIII, Section 1, of the Amended and Restated Declaration, and further in pursuance of the Assurance of Voluntary Compliance entered into with the State of Tennessee on September 29, 2006; and,

WHEREAS, the Club by this instrument wishes to amend the Amended and Restated Declaration pursuant to Article XIV, Section 4(c), of the Amended and Restated Declaration.

NOW, THEREFORE, for and in consideration of the premises and the sum of One (\$1.00) Dollar, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Article VIII, Section 3, of the Amended and Restated Declaration of record at Book 1006, page 1986, et seq., is hereby amended as follows:

Section 3. **Assessments Payable by Declarant:**

(a) Except as otherwise provided in Section 3(b) and 3(c) hereof, Declarant shall not be subject to general or special assessments with respect to Lots or Living Units to which the Declarant holds record title and no lien shall attach with respect to such assessments; provided, however, that upon the sale (by execution of a contract for deed or installment sales contract) or conveyance of any such Lot, Living Unit or other property to a third party purchaser or other grantee, said third party purchaser or other grantee shall be subject to all assessments and other charges in respect to such Lot, Living Unit or other property, subject to the terms and conditions of this Declaration. Notwithstanding the foregoing, if such Lot or Living Unit is subsequently acquired by the Declarant through Foreclosure or otherwise, such Lot or Living Unit shall not be subject to general or special assessments during such time as it is so held by the Declarant and no lien shall attach with respect to such assessments or with respect to prior unpaid assessments or other charges as provided in Section 5 of this Article VIII. On an agreed periodic basis, the Declarant shall notify the Club of the sale or conveyance

of any such Lots or Living Units, which notice shall specify the date of sale or conveyance and the name, address and telephone number of the purchaser or grantee and such other information as may be reasonably requested by the Club on a form provided by the Club. Notwithstanding anything contained in his Declaration to the contrary, Declarant shall be subject in all respects to individual or specific assessments with respect to all Lots and Living Units to which Declarant holds record title, the exemption provided for in this paragraph being expressly limited to general and special assessments.

(b) Notwithstanding anything contained in this Declaration to the contrary, Declarant shall be subject to all assessments and other charges in respect to all Lots or Living Units owned of record by the Declarant which were platted and on which Declarant was paying assessments prior to January 1, 1973, and which are not subject to a contract for deed or installment sales contract.

(c) Effective January 1, 2007, the Declarant shall pay the same tiered assessments and shall be entitled to the same status and entitlements as other lot owners at Fairfield Glade for lots owned by the Declarant, provided, however, that the assessment payable by the Declarant on lots owned by it in the lowest tiered category will be \$0.25 per month higher than the

assessments paid by other lots owners, excluding developers or investors, as those terms are defined in the Assurance of Voluntary Compliance entered into by the Club with the State of Tennessee dated September 29, 2006. The definitions of Developer and Investor, as contained in the Assurance of Voluntary Compliance are as follows:

- 2.13. "Investor" shall refer to any individual, firm, corporation, partnership, trust or other legal entity, or any combination of the foregoing who invest or commit money or capital by the purchase of 10 or more lots at Fairfield Glade, near Crossville, to obtain profits.
- 2.8 "Developer" shall refer to any commercial entity (including but not limited to Fairfield Resorts, Inc.) which converts or has converted unimproved tracts of land to a specific purpose, such as a retirement community, a resort, providing paved roads and infrastructure. For the purpose of this Assurance, Respondent, in its sewer construction, shall not be considered a Developer.

Upon the sale (by execution of a contract for deed or installment sales contract) or conveyance of any such Lot, or Living Unit to a purchaser or other grantee, said lot purchaser or other grantee shall be subject to all assessments and other charges in respect to such Lot, or Living Unit, subject to the terms and conditions of this Declaration. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall not be responsible for assessments on Lots or Living Units owned of record by

the Declarant which are subject to a contract for deed or installment sales contract.

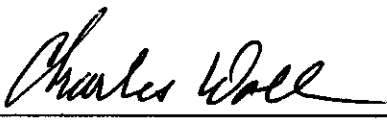
In the event the Declarant, through foreclosure or otherwise, reacquires title to a Lot or Living Unit, the Declarant shall again become responsible for general and special assessments relating to the Lot or Living Unit reacquired.

2. This Amendment was adopted by the Board of Directors of the Fairfield Glade Community Club at its regular monthly Board meeting conducted on December 18, 2008, pursuant to Article XIV, Section 4(c), of the Amended and Restated Declaration.


3. The Declarant, Wyndham Vacation Resorts, Inc., joins in the execution of this Amendment to evidence its consent to this Amendment as required by Article XIV, Section 4(b), of the Amended and Restated Declaration.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the day and date first above written.

FAIRFIELD GLADE COMMUNITY CLUB

By 
Name: CHARLES WOLL
Title: PRESIDENT

WYNDHAM VACATION RESORTS, INC. (formerly Fairfield Resorts, Inc.)

By 
Name: Laurence E. Kinsolving
Title: Executive Vice President

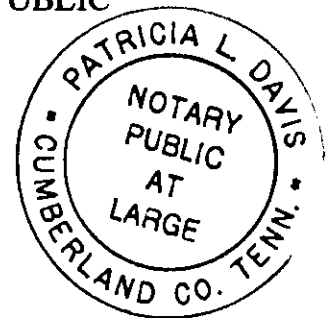
State of Tennessee)
County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Charles Woll, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President, of **Fairfield Glade Community Club**, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and seal of office on this the 24th day of December, 2008.

Patricia L. Davis
NOTARY PUBLIC

My commission expires: 6/6/2011



State of Florida)
)
County of Orange)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Laurence E. Kinsolving, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Executive Vice President, of **Wyndham Vacation Resorts, Inc.**, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and seal of office on this the 18th day of June, 2008.

My commission expires: July 5, 2008

Yvonne M. Hargis
NOTARY PUBLIC



YVONNE M. HARGIS
MY COMMISSION # DD 334704
EXPIRES: July 5, 2008
Bonded Thru Budget Notary Services

BK/PG: 1307/1829-1837
09000045

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|---------------------------|-------|
| 9 PGS : AL - RESTRICTIONS | |
| ADRIA BATCH: 22720 | |
| 01/05/2009 - 11:22:53 AM | |
| VALUE | 0.00 |
| MORTGAGE TAX | 0.00 |
| TRANSFER TAX | 0.00 |
| RECORDING FEE | 45.00 |
| DP FEE | 2.00 |
| REGISTER'S FEE | 0.00 |
| TOTAL AMOUNT | 47.00 |

STATE OF TENNESSEE CUMBERLAND COUNTY
JUDY GRAHAM SWALLOWS
REGISTER OF DEEDS

Return after recording to:

Joe M. Looney, Esq.
Looney & Looney
156 Rector Avenue
P.O. Box 1250
Crossville, TN 38557

This instrument was prepared by:

Michael J. Zenner, Esq.
Weinstock & Scavo, P.C.
3405 Piedmont Road, N.E.
Suite 300
Atlanta, GA 30305

State of Tennessee
County of Cumberland

Reference
Deed Book 1006, Page 1986

LAND RESTRICTION PLAN

This Land Restriction Plan (hereinafter the "Land Restriction Plan") is made this 5th day of November, 1997 by Fairfield Communities, Inc., a Delaware corporation, with the agreement of Fairfield Glade Community Club, a Tennessee non-profit corporation.

W I T N E S S E T H:

WHEREAS, Fairfield Glade is a resort/retirement community created pursuant to that certain Declaration of Covenants and Restrictions for Fairfield Glade recorded in Book 99, Page 370, in the Office of the Register of Deeds for Cumberland County, Tennessee (the "Original Declaration");

WHEREAS, said Original Declaration has been amended by that certain First Amendment to Declaration of Covenants and Restrictions recorded in Deed Book 161, Page 313, aforesaid records; by that certain Second Amendment to Declaration of Covenants and Restrictions recorded in Deed Book 259, Page 108, as revised pursuant to that certain Agreed Decree dated August 17, 1984 and filed of record on August 20, 1984; by that certain Third Amendment to the Declaration of Covenants and Restrictions recorded in Deed Book 325, Page 59, aforesaid records; and by that certain Conformed and Restated Declaration of Covenants and Restrictions recorded in Deed Book 351, Page 710, aforesaid records;

WHEREAS, said Original Declaration has been further amended by that certain Amended and Restated Declaration of Covenants and Restrictions for Fairfield Glade recorded at Deed Book 1006, Page 1986, aforesaid records (hereinafter, as amended or supplemented, the "1997 Declaration");

WHEREAS, Fairfield Communities, Inc. (hereinafter the "Declarant") is the "Declarant" as said term is used and defined in the 1997 Declaration;

L + L

WHEREAS, Fairfield Glade Community Club (hereinafter the "Club") is the "Club" as said term is used and defined in the 1997 Declaration;

WHEREAS, Declarant is the owner of certain Additional Property described on Schedule "A" attached hereto and incorporated herein by this reference (hereinafter the "Additional Property");

WHEREAS, pursuant to Article III, Section I of the 1997 Declaration, the Declarant and any Non-Declarant Developer (as said term is defined in the 1997 Declaration) have the right, privilege and option (but not the obligation) from time to time and at any time to subject to the provisions of the 1997 Declaration and the jurisdiction of the Club all or any portion of the Additional Property by filing with the Register of Deeds of Cumberland County, Tennessee, a Supplemental Declaration annexing such property;

WHEREAS, pursuant to Article III, Section 1 of the 1997 Declaration, all Additional Property so submitted to the terms and provisions of the 1997 Declaration becomes automatically subject to the terms of a Land Restriction Plan to be adopted by Declarant for the benefit of the Club and its Members;

WHEREAS, pursuant to Article II, Section 2 of the 1997 Declaration, the Declarant desires to adopt this Land Restriction Plan for the purpose of imposing certain conditions and restrictions on the use and development of the Additional Property if and to the extent such Additional Property is made subject to the 1997 Declaration;

WHEREAS, The Club has agreed to the adoption of this Land Restriction Plan;

NOW, THEREFORE, the Declarant, as owner of the Additional Property, hereby subjects the Additional Property to the terms and provisions of this Land Restriction Plan if and to the extent such Additional Property is made subject to the 1997 Declaration through the filing of a Supplemental Declaration in the Office of the Register of Deeds for Cumberland County, Tennessee. Upon the filing of such a Supplemental Declaration, all Additional Property therein described and thereby subjected to the terms and provisions of the 1997 Declaration shall also be subjected to this Land Restriction Plan and shall thereafter be held, sold and conveyed subject to the terms, conditions and restrictions set forth herein. To the extent Additional Property is not subjected to the 1997 Declaration through the filing of a Supplemental Declaration, such Additional Property shall not be subject to the terms, conditions and restrictions of this Land Restriction Plan.

1. **Preamble**. The preamble set forth above is incorporated herein by this reference and made a part of this Land Restriction Plan.

2. **Definitions**. For purposes of this Land Restriction Plan, the following terms shall have the meanings set forth below:

BOOK 1006 PAGE 2121

(a) Single-Family Residential Development shall mean and refer to the construction and development of Single-Family Detached Structures intended for use and occupancy as a residence by a single Family. Single-Family Residential Development shall not include Living Units subject to Interval Ownership.

(b) Multi-family Residential Development shall mean and refer to the construction and development of Multi-family Structures and/or Single Family Attached Structures. Except as otherwise provided in paragraph 3(b) hereof, Multi-family Residential Development may, but need not, include Living Units subject to Interval Ownership.

(c) Commercial Development shall mean and refer to the construction and development of structures intended for business, professional and/or commercial use.

(d) Minimum Setback Distance shall mean and refer to that distance measured at a right angle from the property line and/or the right-of-way line of a dedicated road to that portion of a structure located closest to said line(s).

(e) Net Acre shall mean gross acre less dedicated roads, right-of-way and Common Area.

All other capitalized terms used in this Land Restriction Plan and the Preamble hereto shall have the meanings set forth in 1997 Declaration.

3. Restrictions on Use and Development.

(a) Those portions of the Additional Property identified and described as Parcels A-1 through A-30 on Schedule "A" attached hereto which are made subject to the 1997 Declaration through the filing of a Supplemental Declaration shall be restricted to Single Family Residential Development. Said Parcels are shaded orange on that certain color-coded map of the Fairfield Glade Development, duplicate originals of which are on file at the offices of the Club and the Declarant (hereinafter the "Fairfield Glade Map"). Notwithstanding the foregoing, it is acknowledged that a portion of Parcel A-28 may be used as a source of top soil and/or for the disposal of non-hazardous construction materials. Declarant, and its successors and assigns, agree to maintain any such areas and to maintain existing trees and other natural vegetation along the boundaries of any such areas so as to screen such areas from the view of surrounding properties.

(b) Those portions of the Additional Property identified and described as Parcels B-1 through B-8 on Schedule "A" attached hereto which are made subject to the 1997 Declaration through the filing of a Supplemental Declaration shall be restricted to Single-Family Residential Development and Multi-family Residential Development; provided, however, that no Living Units subject to Interval Ownership shall be permitted on those portions of the Additional Property identified and described as Parcels B-2 through B-8 on Schedule "A" attached hereto which are made subject to the 1997 Declaration through the filing of a

Supplemental Declaration. Parcels B-1 through B-8 are shaded green on the Fairfield Glade Map. Notwithstanding the foregoing, it is acknowledged that Parcel B-7 is presently used and may continue to be used for the disposal of non-hazardous construction materials. Declarant, and its successors and assigns, agree to maintain said Parcel and to maintain existing trees and other natural vegetation along the boundaries of said Parcel so as to screen said Parcel from the view of surrounding properties.

(c) Those portions of the Additional Property identified and described as Parcels C-1 through C-10 on Schedule "A" attached hereto which are made subject to the 1997 Declaration through the filing of a Supplemental Declaration shall be restricted to Single-Family Residential Development, Multi-Family Residential Development and Commercial Development; provided, however, that no Living Units subject to Interval Ownership shall be permitted on those portions of the Additional Property identified and described as Parcels C-1, C-2, C-3, C-5, C-6, C-9 and C-10 on Schedule "A" attached hereto which are made subject to the 1997 Declaration through the filing of a Supplemental Declaration. Parcels C-1 through C-10 are shaded pink on the Fairfield Glade Map.

(d) Notwithstanding subsections 3(a), 3(b) and 3(c) hereof, golf courses, swimming pools, tennis courts, other recreational facilities, and churches may be constructed on any portion of the Additional Property made subject to the 1997 Declaration through the filing of a Supplemental Declaration, subject to the prior written consent of the Club, acting by and through its Board of Directors, provided such consent shall not be unreasonably withheld. Utility facilities (including, without limitation, water, electric, gas, sewage, telephone and cable TV) may also be constructed on any portion of the Additional Property made subject to the 1997 Declaration through the filing of a Supplemental Declaration; subject, however, to the terms and provisions of the 1997 Declaration.

4. Development Criteria.

(a) Single Family Residential Development. All Single Family Residential Development commenced or maintained on Additional Property made subject to the 1997 Declaration shall be subject to and comply with the following development criteria:

- (i) Maximum number of Lots Per Gross Acre per Subdivision: 2-1/2.
- (ii) Minimum Finished Heated Floor Area (excluding attached garage): 1,200 square feet.
- (iii) Maximum Number of Stories: 2 1/2.
- (iv) Minimum Setback Lines:
 - (a) Dedicated roads/streets: 30 feet.
 - (b) Side and rear Lot Lines: 10 feet.(Subject to Article XIII, Section 6 of 1997 Declaration.
- (v) Minimum Off Street Parking Per Dwelling Unit: 2.

(b) Multi-Family Residential Development. All Multi-family Residential Development commenced or maintained on Additional Property made subject to the 1997 Declaration shall be subject to the following development criteria:

- (i) Maximum Density: 8 Living Units per Net Acre.
- (ii) Maximum Coverage of Lot by All Buildings Excluding Carports: 45%.
- (iii) Maximum Number of Stories: 2 1/2.
- (iv) Minimum Heated Finished Floor Area: 900 square feet.
- (v) Minimum Off Street Parking Per Living Unit: 2.
- (vi) Minimum Building Setback Lines:
 - (a) Dedicated roads/streets: 30 feet.
 - (b) Side and rear property lines: 10 feet(Subject to Article XIII, Section 6 of the 1997 Declaration)
- (viii) Exterior Architectural Design and Landscape Plan: Shall be consistent and compatible with existing multi-family development in Fairfield Glade.

(c) Commercial Development. All Commercial Development commenced or maintained on Additional Property made subject to the 1997 Declaration shall be subject to and comply with the following development criteria:

- (i) Minimum Setback (all sides): 30 feet.
- (ii) Maximum Number of Stories: 2.
- (iii) Minimum Off Street Parking: Sufficient to satisfy predicted peak demand based on size and type of use.
- (iv) Exterior Architectural Design and Landscape Plan: Shall be consistent and compatible with existing commercial development in Fairfield Glade.

(d) Water System. The water system shall be constructed in accordance with Article VI, Section 1 of the 1997 Declaration.

(e) Roads and Streets. The roads and streets shall be constructed in accordance with Article VI, Section 3 of the 1997 Declaration.

(f) Variations. All setbacks imposed by this Section 4 shall be subject to variances, if any, granted by the Cumberland County Planning Commission in respect to those parcels of land designated as "Reserved Property" on Subdivision Plats filed of record as of the Effective Date of this Land Restriction Plan. Furthermore, in those cases where the setback requirements imposed by this Section 4 operate to create an undue hardship, the Board of

Directors of the Club shall have the authority, to the extent permitted by law, to grant variances as necessary to alleviate the hardship.

5. **Enforcement.** Any violation or breach of this Land Restriction Plan shall be and constitute a violation of the 1997 Declaration and the Club shall have all of the enforcement rights, powers and remedies set forth in the 1997 Declaration, including, without limitation, those set forth in Article XIV, Section 2 thereof. All costs incurred by the Club in enforcing this Land Restriction Plan, including, without limitation, reasonable costs and attorney's fees, shall be paid by the violating Owner and shall be collectible by suit, judgment, lien and foreclosure as provided in Article VIII of the 1997 Declaration.

6. **Application of Land Restriction Plan.** Notwithstanding anything to the contrary stated herein, the terms, conditions and restrictions of this Land Restriction Plan (including any amendments or supplements thereto) shall not apply to any Exhibit "A" Properties (as said term is defined in the 1997 Declaration) which are subject to the 1997 Declaration as of the Effective Date thereof, nor shall such terms, conditions and restrictions apply to any Additional Property which is not made subject to the 1997 Declaration after the Effective Date thereof through the filing of a Supplemental Declaration, it being intended that this Land Restriction Plan apply only to Additional Property which is made subject to the 1997 Declaration through the filing of a Supplemental Declaration after the Effective Date thereof.

7. **Covenants Running With the Land.** The covenants, conditions, restrictions and other provisions contained herein shall constitute covenants running with the land and shall be binding upon all present and future owners of Additional Property made subject to the 1997 Declaration.

8. **Future Conveyances.** Each and every future owner of property submitted to the terms of this Land Restriction Plan, by acceptance of a deed therefor, acknowledges the validity of this Land Restriction Plan and its binding effect upon him regardless of whether or not express mention thereof is made in such deed or in any other conveyancing documents.

9. **No Waiver of Default.** No failure by the Club or the Declarant at any time or from time to time, to enforce and require the strict keeping and performance of any of the terms and conditions of this Land Restriction Plan shall be construed or act as a waiver of any such terms or conditions at any future time and shall not prevent such party from insisting upon the strict keeping and performance of the same at any later time.

10. **Severability.** The provisions of this Land Restriction Plan are severable and the invalidity of one or more of the provisions shall not affect the validity or enforcement of any other provision.

11. **Rescission, Modification, Amendment.** This Land Restriction Plan may not be rescinded, modified or amended, in whole or in part, except by an instrument in writing signed

by the Club and the Declarant, and no such instrument shall take effect unless and until it is recorded in the Office of the Register of Deeds for Cumberland County, Tennessee.

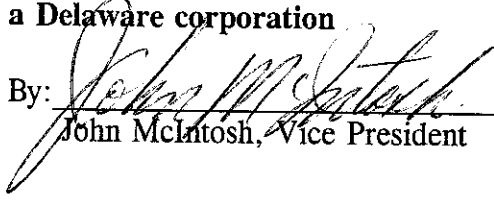
12. **Construction.** Titles or captions contained in this Land Restriction Plan are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof. Whenever required by the context, the singular number shall include the plural, and the gender of any pronoun shall include the other genders.

13. **Effective Date.** This Land Restriction Plan shall be effective upon recordation in the Office of the Register of Deeds for Cumberland County, Tennessee.

14. **Termination.** This Land Restriction Plan shall terminate upon termination of the 1997 Declaration.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Land Restriction Plan to be effective on the Effective Date as set forth hereinabove.

FAIRFIELD COMMUNITIES, INC.,
a Delaware corporation

By: 
John McIntosh, Vice President

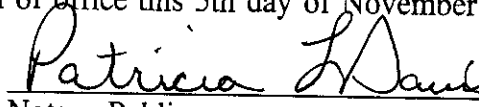


ACKNOWLEDGMENT

State of Tennessee)
) SS.
County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared John McIntosh, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a Vice President of Fairfield Communities, Inc., a Delaware corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and seal of office this 5th day of November, 1997.



Notary Public

My commission expires: 4-7-99

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

By execution hereinbelow, the Club agrees to the adoption of the foregoing Land Restriction Plan.

FAIRFIELD GLADE COMMUNITY CLUB
a Tennessee nonprofit corporation

By: Thomas Lawson
Thomas Lawson, President

Attest: Bill Carter
Bill Carter, Secretary

[SEAL]

ACKNOWLEDGMENT

State of Tennessee)
) SS.
County of Cumberland)

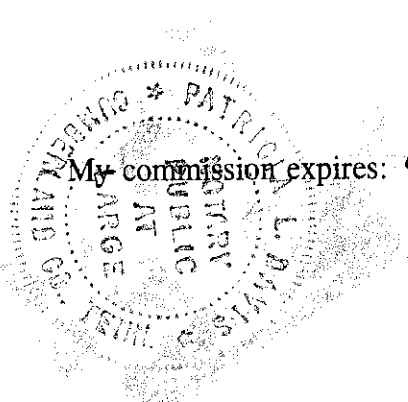
Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Thomas Lawson and Bill Carter, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the President and Secretary of Fairfield Glade Community Club, a Tennessee non profit corporation, and that they as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as such officers.

WITNESS my hand and seal of office this 5th day of November, 1997.

Patricia L Davis
Notary Public

My commission expires: 4-7-99

BOOK 1006 PAGE 2127



FAIRFIELD DOCUMENTS AND RECORDS

SCHEDULE "A"

ADDITIONAL PROPERTY

The following table identifies the Additional Property. The table is intended to include all of the undeveloped properties and Reserved Properties in the vicinity of Fairfield Glade owned by the Declarant as of the Effective Date of the 1997 Declaration. Legal descriptions for Parcels A-1 through A-5, A-28, B-1 through B-5, B-7, C-1 through C-8 and C10 are attached hereto. The remaining Parcels are described by reference to the recorded Plats on which such Parcels are shown. The Parcels identified as Parcels A-7 through A-27, A-29, A-30, B-6, B-8 and C-9 are depicted as Reserved Properties on the recorded Plats. The property identified as Parcel C-6 is an unplatted developed tract of land containing 20.56 acres. Parcel C-6 shall be deemed "Reserved Property" for purposes of this Exhibit and the 1997 Declaration.

All recording references are to the Register's Office of Cumberland County, Tennessee.

SCHEDULE "A" - ADDITIONAL PROPERTY

| PARCEL NUMBER | SUBDIVISION/ DESCRIPTION | BLOCK | PLAT BOOK | PAGE | ACRES | TYPE PROPERTY |
|---------------|------------------------------------|-------|-----------|------|----------|---------------|
| A-1 | NORTH OF WILSHIRE 1 | N/A | N/A | N/A | 251.52 | UNDEVELOPED |
| A-2 | SOUTH OF ROBIN HOOD PARK | N/A | N/A | N/A | 7.20 | UNDEVELOPED |
| A-3 | NORTH OF LANCASTER 4 | N/A | N/A | N/A | 17.88 | UNDEVELOPED |
| A-4 | NORTHEAST CORNER OF SITE | N/A | N/A | N/A | 1661.91 | UNDEVELOPED |
| A-5 | SOUTHERN PORTION OF SITE | N/A | N/A | N/A | 303.10 | UNDEVELOPED |
| A-6 | THIS LINE INTENTIONALLY LEFT BLANK | | | | | |
| A-7 | NORTH HAMPTON | 6 | 8 | 276 | 3.69 | RESERVED |
| A-8 | LAKE CANTERBURY | 1 | 3 | 31 | 1.06 | RESERVED |
| A-9 | LAKE CANTERBURY | 1 | 3 | 31 | 3.39 | RESERVED |
| A-10 | LAKE CANTERBURY | 5 | 8 | 62 | 6.97 | RESERVED |
| A-11 | LAKE CANTERBURY | 1 | 3 | 31 | 1.25 | RESERVED |
| A-12 | LAKE CATHERINE | 2 | 8 | 31 | 1.03 | RESERVED |
| A-13 | DRUID HILLS | 1 | 4 | 3 | 1.91 | RESERVED |
| A-14 | LAKE POMEROY | 3 | 5 | 61 | 7.49 | RESERVED |
| A-15 | LAKE POMEROY | 4 | 5 | 20 | 5.41 | RESERVED |
| A-16 | LAKE GLASTOWBURY | 1 | 5 | 6 | 2.71 | RESERVED |
| A-17 | DORCHESTER | 2 | 8 | 57 | 5.44 | RESERVED |
| A-18 | DORCHESTER | 3 | 8 | 58 | 4.22 | RESERVED |
| A-19 | DORCHESTER | 3 | 8 | 58 | 7.72 | RESERVED |
| A-20 | DORCHESTER | 6 | 8 | 89 | 5.86 | RESERVED |
| A-21 | DORCHESTER | 6 | 8 | 89 | 9.01 | RESERVED |
| A-22 | WINDSOR BLUFF | 4 | 5 | 90 | 10.07 | RESERVED |
| A-23 | ST. GEORGE | 5 | 6 | 45 | 0.37 | RESERVED |
| A-24 | ST. GEORGE | 3 | 6 | 28 | 7.56 | RESERVED |
| A-25 | LAKE POMEROY | 3 | 5 | 61 | 1.20 | RESERVED |
| A-26 | DORCHESTER | 2 | 8 | 57 | 1.09 | RESERVED |
| A-27 | WINDSOR BLUFF | 5 | 6 | 12 | 5.38 | RESERVED |
| A-28 | NORTH OF POMEROY 2 & 3 | N/A | N/A | N/A | 168.58 | UNDEVELOPED |
| A-29 | ST. GEORGE | 7 | 10 | 183 | 1.02 | RESERVED |
| A-30 | LAKE POMEROY | 1 | 5 | 5 | 5.63 | RESERVED |
| | | | | | 2,509.66 | |

SCHEDULE "A" - continued

| PARCEL NUMBER | SUBDIVISION/ DESCRIPTION | BLOCK | PLAT BOOK | PAGE | ACRES | TYPE PROPERTY |
|---------------|------------------------------------|-------|-----------|------|-------|---------------|
| B-1 | EAST OF FAIRWAY 6 ON STONEHENGE | N/A | N/A | N/A | 20.43 | UNDEVELOPED |
| B-2 | NORTHWESTERN CORNER OF PROPERTY | N/A | N/A | N/A | 69.68 | UNDEVELOPED |
| B-3 | SOUTH & SOUTHEAST OF PEAVINE CEME' | N/A | N/A | N/A | 11.38 | UNDEVELOPED |
| B-4 | NORTH EAST OF H.H. MNT.BLDG. | N/A | N/A | N/A | 6.91 | UNDEVELOPED |
| B-5 | EAST OF N HAMPTON BLOCKS 2&3 | N/A | N/A | N/A | 86.65 | UNDEVELOPED |
| B-6 | LAKE GLASTOWBURY | 2 | 5 | 21 | 8.36 | RESERVED |
| B-7 | EAST HEATHERHURST PRO SHOP | N/A | N/A | N/A | 41.65 | UNDEVELOPED |
| B-8 | LAKE GLASTOWBURY | 3 | 5 | 65 | 31.72 | RESERVED |

=====
203.42

| PARCEL NUMBER | SUBDIVISION/ DESCRIPTION | BLOCK | PLAT BOOK | PAGE | ACRES | TYPE PROPERTY |
|---------------|-----------------------------------|-------|-----------|------|-------|---------------|
| C-1 | NORTH OF VILLAGE GREEN MALL | N/A | N/A | N/A | 18.83 | UNDEVELOPED |
| C-2 | SOUTH OF OAK KNOLL TIMESHARE | N/A | N/A | N/A | 6.35 | UNDEVELOPED |
| C-3 | WEST OF STONEHENGE PRO SHOP | N/A | N/A | N/A | 16.64 | UNDEVELOPED |
| C-4 | SE OF STONEHENGE PRO SHOP | N/A | N/A | N/A | 12.58 | UNDEVELOPED |
| C-5 | NW OF PEAVINE & CATOOSA INTERSECT | N/A | N/A | N/A | 12.64 | UNDEVELOPED |
| C-6 | LODGE, SALES, SASSAFRASS, & ADMN | N/A | N/A | N/A | 20.56 | RESERVED |
| C-7 | EAST /VILLAGE & CATOOSA INTR | N/A | N/A | N/A | 23.55 | UNDEVELOPED |
| C-8 | WEST OF LAKE CATHERINE | N/A | N/A | N/A | 53.57 | UNDEVELOPED |
| C-9 | LAKE CATHERINE | 3 | 10 | 179 | 1.29 | RESERVED |
| C-10 | EAST OF N HAMPTON BLOCKS 2&3 | N/A | N/A | N/A | 49.47 | UNDEVELOPED |

=====
215.49

=====
TOTAL ACRES 2,928.57

BOOK 1006 PAGE 2130

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL A-1
PAGE 1 OF 4

FROM THE INTERSECTION OF ROBINHOOD COURT AND ROBINHOOD LANE, BLOCK ONE, WILSHIRE SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD MARCH 14, 1970, A BEARING OF N 16° 30' 14" W AND A DISTANCE OF 217.37' TO THE POINT OF BEGINNING; SAID POINT BEING ON THE BOUNDARY OF WILSHIRE BLOCK ONE; THENCE, ALONG SAID BOUNDARY THE FOLLOWING 4 COURSES AND DISTANCES:

| | | |
|-----------------|---|---------|
| N 51° 37' 20" W | - | 330.00' |
| N 10° 49' 38" W | - | 246.86' |
| N 85° 58' 16" W | - | 320.00' |
| S 20° 02' 00" W | - | 107.23' |

TO THE P.C. OF A CURVE ON THE NORTHERN R.O.W. OF ROBINHOOD COURT; THENCE, ALONG SAID R.O.W. AND CURVE A CENTRAL ANGLE OF 93° 45' 53", A RADIUS OF 50.00', A TANGENT OF 53.40' AND A LENGTH OF 81.83' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 93° 45' 53", A RADIUS OF 50.00', A TANGENT OF 53.40', AND A LENGTH OF 81.83' TO THE P.T. OF SAID CURVE; THENCE, LEAVING SAID R.O.W. THE FOLLOWING 5 COURSES AND DISTANCES:

| | | |
|-----------------|---|---------|
| S 03° 59' 19" W | - | 87.28' |
| S 51° 37' 21" E | - | 265.00' |
| S 55° 01' 51" W | - | 360.24' |
| S 51° 38' 19" E | - | 100.00' |
| S 38° 20' 49" W | - | 105.64' |

TO THE P.C. OF A CURVE ON THE NORTHERN R.O.W. OF GROUSE COURT; THENCE, ALONG SAID R.O.W. AND CURVE A CENTRAL ANGLE OF 106° 26' 26", A RADIUS OF 50.00', A TANGENT OF 66.89' AND A LENGTH OF 92.89' TO THE P.T. OF SAID CURVE; THENCE, LEAVING SAID R.O.W. A BEARING OF S 32° 38' 29" W AND A DISTANCE OF 75.55' TO A CORNER; SAID CORNER BEING ON THE BOUNDARY OF FAIRFIELD GLADE AND SINGLETON PROPERTY; THENCE, ALONG SAID BOUNDARY A BEARING OF N 04° 18' 51" E AND A DISTANCE OF 233.79' TO A CORNER; THENCE, A BEARING OF N 86° 12' 35" W AND A DISTANCE OF 200.47' TO A CORNER; THENCE, A BEARING OF N 01° 26' 41" W AND A DISTANCE OF 961.95' TO A CORNER; THENCE,, A BEARING OF N 86° 12' 34" W AND A DISTANCE OF 2,114.40' TO A CORNER; SAID CORNER BEING THE COMMON CORNER OF FAIRFIELD GLADE, SINGLETON PROPERTY AND THE STATE OF TENNESSEE (CATOOSA WILDLIFE MANAGEMENT AREA); THENCE, LEAVING SINGLETON PROPERTY AND ALONG FAIRFIELD GLADE PROPERTY AND STATE OF TENNESSEE PROPERTY BOUNDARY A BEARING OF N 04° 55' 42" E AND A DISTANCE OF 3,035.71' TO A CORNER; THENCE, LEAVING SAID BOUNDARY A BEARING OF S 55° 05' 41" E AND A DISTANCE OF 245.74' TO A CORNER; SAID CORNER BEING ON THE BOUNDARY OF FAIRWAYS 4, 5 AND 6 HEATHERHURST GOLF COURSE; THENCE, ALONG SAID BOUNDARY THE FOLLOWING 29 COURSES AND DISTANCES:

| | | |
|-----------------|---|---------|
| S 02° 22' 30" W | - | 106.82' |
| S 28° 14' 14" E | - | 103.37' |
| S 73° 41' 52" E | - | 161.34' |
| S 57° 32' 33" E | - | 151.51' |
| S 25° 17' 42" E | - | 169.66' |
| S 03° 09' 24" E | - | 163.19' |
| S 22° 16' 30" E | - | 185.00' |

BOOK 1006 PAGE 2131

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL A-1
PAGE 2 OF 4

| | |
|-------------------|-----------|
| S 27° 21' 45" E - | 125.33' |
| S 29° 18' 13" E - | 64.14' |
| S 73° 36' 21" E - | 83.02' |
| N 87° 48' 03" E - | 76.45' |
| S 76° 24' 13" E - | 98.90' |
| S 75° 01' 42" E - | 103.28' |
| S 67° 44' 39" E - | 103.34' |
| S 60° 46' 46" E - | 87.30' |
| S 59° 35' 42" E - | 109.58' |
| S 78° 03' 55" E - | 84.58' |
| S 64° 48' 52" E - | 97.07' |
| S 53° 30' 46" E - | 98.30' |
| S 48° 20' 52" E - | 82.49' |
| S 82° 54' 15" E - | 77.81' |
| S 59° 24' 28" E - | 67.47' |
| S 51° 27' 55" E - | 89.36' |
| N 82° 11' 09" E - | 119.91' |
| N 43 18' 02" E - | 93.84' |
| N 32° 15' 08" E - | 64.18' |
| N 37° 30' 48" E - | 156.34' |
| N 47° 37' 01" W | - 137.57' |
| N 44° 42' 42" E - | 260.85' |

TO THE P.C. OF A CURVE ON THE CENTER LINE OF FOREST HILL DRIVE; THENCE, ALONG SAID CURVE AND CENTER LINE A CENTRAL ANGLE OF 21°21'37", A RADIUS OF 414.30', A TANGENT OF 78.13' AND A LENGTH OF 154.45' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 53° 49' 07", A RADIUS OF 282.82', A TANGENT OF 143.54' AND A LENGTH OF 265.66' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 37° 50' 45" E AND A DISTANCE OF 109.17' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 20° 26' 06", A RADIUS OF 1180.90', A TANGENT OF 212.85' AND A LENGTH OF 421.18' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 04° 25' 31" A RADIUS OF 1180.89', A TANGENT OF 45.63' AND A LENGTH OF 70.40' TO THE P.T. OF SAID CURVE; THENCE, LEAVING SAID CENTER LINE A BEARING OF S 37° 02' 09" E AND A DISTANCE OF 31.94' TO A POINT ON THE EASTERN R.O.W. OF FOREST HILL DRIVE; THENCE, LEAVING SAID R.O.W. THE FOLLOWING 35 COURSES AND DISTANCES:

| | |
|-------------------|-----------|
| S 79° 16' 35" E - | 57.30' |
| S 10° 41' 38" E - | 171.72' |
| S 32° 28' 42" E - | 72.39' |
| S 71° 09' 37" E - | 83.66' |
| N 84° 07' 26" E - | 27.62' |
| N 55° 45' 38" E - | 106.11' |
| N 08° 46' 04" E - | 102.81' |
| N 13° 17' 35" W | - 220.68' |
| N 30° 27' 40" W | - 135.89' |
| N 10° 34' 07" W | - 176.81' |
| N 73° 13' 17" E - | 141.80' |

BOOK 1006 PAGE 2132

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL A-1
PAGE 3 OF 4

| | |
|-------------------|-----------|
| N 69° 33' 33" E - | 167.04' |
| N 72° 34' 27" E - | 86.61' |
| N 65° 09' 46" E - | 141.63' |
| N 74° 01' 05" E - | 115.46' |
| N 85° 29' 32" E - | 84.80' |
| S 75° 12' 45" E - | 144.70' |
| S 66° 30' 48" E - | 259.43' |
| S 79° 12' 42" E - | 133.03' |
| S 13° 04' 12" W | - 175.42' |
| S 75° 19' 28" W | - 200.19' |
| S 64° 36' 25" W | - 285.41' |
| S 32° 55' 52" W | - 227.74' |
| S 37° 30' 13" W | - 138.84' |
| S 22° 31' 49" W | - 260.83' |
| S 20° 42' 38" W - | 23.07' |
| S 21° 19' 08" W - | 70.74' |
| S 33° 00' 46" W | - 104.15' |
| S 06° 11' 36" E - | 81.82' |
| S 77° 51' 42" E - | 72.17' |
| N 54° 01' 17" E - | 73.49' |
| N 31° 14' 36" E - | 114.89' |
| N 52° 02' 08" E - | 128.07' |
| N 46° 43' 26" E - | 139.45' |
| S 25° 30' 00" E - | 195.24' |

TO THE P.C. OF A CURVE ON THE NORTHWEST R.O.W. OF FOREST HILLS DRIVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 33° 00' 41", A RADIUS OF 235.38', A TANGENT OF 69.75' AND A LENGTH OF 135.61' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 59° 20' 19", A RADIUS OF 200.06', A TANGENT OF 113.97' AND A LENGTH OF 207.19' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 43° 30' 20" E AND A DISTANCE OF 211.21' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 62° 54' 39", A RADIUS OF 400.98', A TANGENT OF 245.29' AND A LENGTH OF 440.28' TO A POINT; THENCE, A BEARING OF S 73° 35' 00" E AND A DISTANCE OF 91.04' TO THE P.C. OF A CURVE ; THENCE, LEAVING SAID R.O.W. AND ALONG SAID CURVE A CENTRAL ANGLE OF 99° 38' 58", A RADIUS OF 25.00', A TANGENT OF 29.61' AND A LENGTH OF 43.48' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE ON THE WESTERN R.O.W. OF STONEHENGE DRIVE; THENCE, ALONG SAID CURVE AND R.O.W. A CENTRAL ANGLE OF 10° 15' 38", A RADIUS OF 496.48', A TANGENT OF 44.57' AND A LENGTH OF 88.91' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 29° 56' 05", A RADIUS OF 344.06', A TANGENT OF 91.98' AND A LENGTH OF 179.76' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 25° 54' 52", A RADIUS OF 582.47', A TANGENT OF 134.02' AND A LENGTH 263.44' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 21° 02' 56" W AND A DISTANCE OF 140.41' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 40° 06' 50", A RADIUS OF 303.90', A TANGENT OF 110.95' AND A LENGTH OF 212.77' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 19° 03' 56" E AND A DISTANCE OF 147.86' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE, A CENTRAL ANGLE OF 32° 52' 50", A RADIUS OF 395.75', A TANGENT OF 116.78' AND A LENGTH OF 227.11' TO THE P.T. OF SAID

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL A-1
PAGE 4 OF 4

CURVE; THENCE, A BEARING OF S 13° 48' 54" W AND A DISTANCE OF 17.57' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE, A CENTRAL ANGLE OF 34° 41' 19", A RADIUS OF 372.29', A TANGENT OF 116.27' AND A LENGTH OF 225.39' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 48° 30' 13" W AND A DISTANCE OF 78.61' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 24° 08' 59", A RADIUS OF 904.92', A TANGENT OF 193.58' AND LENGTH OF 381.42' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 72° 39' 12" W AND A DISTANCE OF 75.03' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 56° 13' 26", A RADIUS OF 404.38', A TANGENT OF 216.03' AND A LENGTH OF 396.81' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 16° 25' 46" W AND A DISTANCE OF 123.81' TO THE P.T. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 15° 34' 4", A RADIUS OF 487.37', A TANGENT OF 66.66' AND A LENGTH OF 132.49' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 29° 06' 42", A RADIUS OF 302.47', A TANGENT OF 78.54' AND A LENGTH OF 153.69' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 02° 53' 37" W AND A DISTANCE OF 30.69' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 33° 59' 51", A RADIUS OF 793.85', A TANGENT OF 242.69' AND A LENGTH OF 471.05' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 31° 06' 14" E AND A DISTANCE OF 8.29' TO A POINT; THENCE, LEAVING SAID R.O.W. THE FOLLOWING 7 COURSES AND DISTANCES:

| | | |
|-------------------|---------|---------|
| S 58° 53' 46" W | - | 86.69' |
| S 86° 39' 21" W | - | 50.00' |
| S 63° 39' 40" W | - | 341.45' |
| N 26° 20' 19" W | - | 204.40' |
| S 63° 39' 40" W | - | 286.60' |
| S 26° 20' 19" E - | 593.96' | |
| S 20° 02' 03" W | - | 114.57' |

TO THE POINT OF BEGINNING CONTAINING IN ALL 251.52 ACRES MORE OR LESS.

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL A-2
PAGE 1 OF 1

FROM THE INTERSECTION OF SNEAD DRIVE AND SNEAD TERRACE, PARTIAL REPLAT BLOCK THREE, LAKE CATHERINE SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD OCTOBER 15, 1986, NOTE BOOK Z, PAGE 95, PLAT BOOK 9, PAGE 151, A BEARING OF N 47°16'30" W AND A DISTANCE OF 191.71' TO THE POINT OF BEGINNING: SAID POINT BEING ON THE SOUTHWEST R.O.W. OF SNEAD DRIVE; THENCE, ALONG SAID R.O.W. A BEARING OF S 38°16'19" E AND A DISTANCE OF 296.47' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 55°50'13", A RADIUS OF 630.52', A LENGTH OF 614.47' AND A TANGENT OF 334.10' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 17°33'54" W AND A DISTANCE OF 188.07' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 57°58'53", A RADIUS OF 25.00', A TANGENT OF 13.85' AND A LENGTH OF 25.30' TO THE P.T. OF SAID CURVE ON THE NORTHERN R.O.W. OF ANGLEWOOD DRIVE; THENCE, ALONG SAID R.O.W. A BEARING OF S 75°32'47" W AND A DISTANCE OF 216.40' TO THE P.C. OF A CURVE; THENCE, LEAVING SAID R.O.W. AND ALONG SAID CURVE A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 25.00', A TANGENT OF 25.00', AND A LENGTH OF 39.27' TO A POINT ON THE BOUNDARY OF WOODLANDS TOWNHOMES; THENCE, ALONG SAID BOUNDARY A BEARING OF N 14°27'13" W AND A DISTANCE OF 115.00' TO A CORNER; THENCE, A BEARING OF N 75°32'47" E AND A DISTANCE OF 150.00' TO A CORNER; THENCE, A BEARING OF N 20°27'13" W AND A DISTANCE OF 286.26' TO A CORNER ON THE SHORE LINE OF LAKE CATHERINE; THENCE, ALONG SAID SHORE LINE THE FOLLOWING 6 COURSES AND DISTANCES:

| | | |
|---------------|---|---------|
| N 63°11'40" E | - | 63.29' |
| N 02°37'04" W | - | 67.89' |
| N 57°36'07" W | - | 135.06' |
| N 45°44'37" W | - | 77.58' |
| N 37°37'51" W | - | 219.30' |
| N 32°42'03" E | - | 228.25' |

TO A CORNER; THENCE, LEAVING SAID SHORE LINE A BEARING OF N 73°29'41" E AND A DISTANCE OF 140.69' TO THE POINT OF BEGINNING CONTAINING IN ALL 7.195 ACRES MORE OR LESS.

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL A-3
PAGE 1 OF 1

FROM THE INTERSECTION OF STONEHENGE DRIVE AND FOREST HILL DRIVE, BLOCK ONE, FOREST HILL SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD AUGUST 1, 1989, NOTE BOOK 3, PAGE 411, PLAT BOOK 9, PAGE 256, A BEARING OF N 45° 52' 05" E AND A DISTANCE OF 234.21' TO THE POINT OF BEGINNING; SAID POINT BEING THE EASTERN MOST CORNER ON THE BOUNDARY OF FOREST HILL BLOCK ONE, ON THE NORTHWEST R.O.W. OF STONEHENGE DRIVE; THENCE, LEAVING SAID R.O.W. AND ALONG SAID BOUNDARY A BEARING OF N 65° 07' 36" W AND A DISTANCE OF 442.81' TO A CORNER; THENCE, A BEARING OF N 16° 39' 38" E AND A DISTANCE OF 45.12' TO A CORNER; THENCE, A BEARING OF N 86° 50' 02" E AND A DISTANCE OF 279.70' TO A CORNER; THENCE, A BEARING OF N 70° 35' 39" E AND A DISTANCE OF 186.60 TO A CORNER; THENCE, A BEARING OF N 01°55'06" w AND A DISTANCE OF 242.05' TO A CORNER; THENCE, A BEARING OF N 11°33'12" E AND A DISTANCE OF 50.04' TO A CORNER; THENCE, A BEARING OF N 25°17'54"E AND A DISTANCE OF 262.72' TO A CORNER; THENCE, A BEARING OF N 04°21'04"E AND A DISTANCE OF 10.00' TO A CORNER ON THE BOUNDARY OF FAIRFIELD GLADE AND THE STATE OF TENNESSEE (CATOOSA WILDLIFE MANAGEMENT AREA); THENCE, ALONG SAID BOUNDARY A BEARING OF S 85° 38' 56" E AND A DISTANCE OF 111.05' TO A CORNER; THENCE, LEAVING SAID BOUNDARY A BEARING OF S 04° 21' 04" W AND A DISTANCE OF 317.69' TO A CORNER; THENCE, A BEARING OF S 85° 38' 56" E AND A DISTANCE OF 600.00' TO A CORNER; THENCE, A BEARING OF N 04° 21' 04" E AND A DISTANCE OF 317.69' TO A CORNER ON THE BOUNDARY OF FAIRFIELD GLADE AND THE STATE OF TENNESSEE (CATOOSA WILDLIFE MANAGEMENT AREA); THENCE, ALONG SAID BOUNDARY A BEARING OF S 86° 38' 56" E AND A DISTANCE OF 127.11 TO A CORNER; THENCE, A BEARING OF S 86° 29' 56" E AND A DISTANCE OF 182.52' TO A CORNER; THENCE, LEAVING SAID BOUNDARY AND ALONG BOUNDARY OF LANCASTER BLOCK SIX A BEARING OF S 03° 30' 04" W AND A DISTANCE OF 155.00' TO A CORNER; THENCE, A BEARING OF N 86° 29' 56" W AND A DISTANCE OF 61.83' TO A CORNER; THENCE, A BEARING OF S 03° 30' 04" W AND A DISTANCE OF 172.22' TO A CORNER; THENCE, A BEARING OF S 86° 29' 56" E AND A DISTANCE OF 229.00' TO A CORNER; THENCE, A BEARING OF S 41° 58' 45" W AND A DISTANCE OF 268.00' TO A CORNER; THENCE, A BEARING OF S 06° 51' 08" E AND A DISTANCE OF 356.37' TO A CORNER ON THE NORTHERN R.O.W. OF STONEHENGE DRIVE; THENCE, LEAVING SAID BOUNDARY AND ALONG SAID R.O.W. A BEARING OF N 70° 34' 22" W AND A DISTANCE OF 304.86' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 25° 38' 35", A RADIUS OF 1,238.32', A TANGENT OF 281.83' AND A LENGTH OF 554.22' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 83° 47' 03" W AND A DISTANCE OF 327.63' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 09° 01' 27", A RADIUS OF 324.39', A TANGENT OF 25.60' AND A LENGTH OF 51.09' TO THE POINT OF BEGINNING CONTAINING IN ALL 17.875 ACRES MORE OR LESS.

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BOOK 1006 PAGE 2136

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL A-4
PAGE 1 OF 4

BEGINNING FROM THE REAR COMMON CORNER OF LOTS ONE AND TWO, BLOCK SEVEN REPLAT, LANCASTER SUBDIVISION, FAIRFIELD GLADE, TN, AS FILED OF RECORD SEPTEMBER 27, 1990, NOTE BOOK 5, PAGE 116, PLAT BOOK 9, PAGE 294, THENCE, ALONG THE EAST BOUNDARY OF SAID SUBDIVISION A BEARING OF N 38°33'29" E AND A DISTANCE OF 520.50' TO A CORNER; THENCE, A BEARING OF N 55°33'55" E AND A DISTANCE OF 365.87' TO A CORNER; THENCE, A BEARING OF N 05°03'14" E AND A DISTANCE OF 342.65' TO A CORNER; SAID CORNER BEING ON THE BOUNDARY OF FAIRFIELD GLADE AND THE STATE OF TENNESSEE (CATOOSA WILDLIFE MANAGEMENT AREA); THENCE ALONG SAID BOUNDARY THE FOLLOWING 8 COURSES AND DISTANCES:

| | | |
|---------------|---|-----------|
| S 86°57'04" E | - | 6,080.68' |
| S 87°16'25" E | - | 2,506.40' |
| S 02°53'24" W | - | 1,189.44' |
| S 02°53'16" W | - | 945.89' |
| S 02°53'25" W | - | 1,124.85' |
| S 02°52'52" W | - | 1,047.95' |
| S 02°55'10" W | - | 2,637.41' |
| S 03°06'03" W | - | 1,187.00' |

TO A CORNER, THENCE LEAVING SAID BOUNDARY THE FOLLOWING 8 COURSES AND DISTANCES:

| | | |
|---------------|---|-----------|
| N 82°44'25" W | - | 1,715.71' |
| S 57°52'31" W | - | 469.99' |
| S 77°20'52" W | - | 656.89' |
| S 44°24'32" W | - | 1,837.89' |
| S 65°59'15" W | - | 882.42' |
| S 87°14'16" W | - | 598.57' |
| S 00°57'26" W | - | 1,659.25' |
| S 00°10'39" E | - | 480.75' |

TO A CORNER ON THE EASTERN BOUNDARY OF BERKSHIRE FOREST, BLOCK ONE, THENCE, WITH SAID BOUNDARY THE FOLLOWING 6 COURSES AND DISTANCES:

| | | |
|---------------|---|---------|
| S 89°48'42" W | - | 476.81' |
| N 28°48'39" W | - | 114.13' |
| N 45°25'06" W | - | 96.88' |
| N 82°27'38" W | - | 137.19' |
| S 48°21'59" W | - | 301.04' |
| S 63°00'49" W | - | 235.72' |

TO A CORNER ON THE EASTERN R.O.W. OF REBEL RUN; THENCE, CROSSING SAID R.O.W. A BEARING OF N 72°48'01" W AND A DISTANCE OF 64.00' TO THE P.C. OF A CURVE ON THE WESTERN R.O.W. OF REBEL RUN; THENCE, ALONG SAID R.O.W. AND CURVE A CENTRAL ANGLE OF 05°26'35", A RADIUS OF 157.47', A TANGENT OF 7.49' AND A LENGTH OF 14.96' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 22°38'34" W AND A DISTANCE OF 14.62' TO THE P.C. OF A CURVE; THENCE ALONG SAID CURVE A CENTRAL ANGLE OF 05°38'32", A RADIUS OF 306.60', A TANGENT OF 15.11' AND A LENGTH OF 30.19' TO THE P.T. OF SAID CURVE; THENCE, LEAVING SAID R.O.W. THE FOLLOWING 6 COURSES AND DISTANCES:

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL A-4
PAGE 2 OF 4

| | |
|-----------------|-----------|
| N 61°42'53" W - | 93.73' |
| S 37°30'56" W - | 18.21' |
| N 88°19'54" W - | 97.34' |
| S 72°47'26" W - | 127.68' |
| S 68°02'10" W - | 77.17' |
| S 50°53'00" W - | 1,239.90' |

TO A POINT ON THE FAIRFIELD GLADE AND LEWIS BOUNDARY; THENCE, ALONG SAID BOUNDARY A BEARING OF N 14°13'58" W AND A DISTANCE OF 1447.27' TO A CORNER; THENCE, LEAVING SAID BOUNDARY THE FOLLOWING 12 COURSES AND DISTANCES:

| | |
|-----------------|---------|
| N 75°02'25" E - | 350.00' |
| N 14°57'35" W - | 507.03' |
| N 12°57'31" W - | 120.23' |
| N 19°09'53" W - | 249.34' |
| N 32°09'49" W - | 230.10' |
| N 08°03'13" W - | 24.08' |
| N 12°46'43" W - | 98.91' |
| N 12°03'11" W - | 269.27' |
| N 15°40'20" W - | 221.40' |
| N 14°24'24" W - | 96.70' |
| N 08°14'00" W - | 39.30' |
| N 03°04'26" W - | 144.61' |

TO A POINT ON THE EASTERN BOUNDARY OF NORTH HAMPTON BLOCK ONE; THENCE, ALONG THE EASTERN BOUNDARY LINES OF NORTH HAMPTON BLOCKS ONE THRU THREE THE FOLLOWING 15 COURSES AND DISTANCES:

| | |
|-----------------|---------|
| N 26°02'38" E - | 794.82' |
| N 02°18'14" W - | 348.28' |
| N 59°02'49" E - | 326.86' |
| N 07°32'05" E - | 722.12' |
| N 76°34'04" W - | 667.25' |
| N 48°02'31" W - | 146.58' |
| N 00°50'46" W - | 474.05' |
| N 36°08'13" E - | 434.18' |
| N 04°48'36" W - | 739.96' |
| N 37°02'47" E - | 649.00' |
| N 34°42'27" W - | 296.81' |
| N 34°47'14" W - | 275.18' |
| N 45°42'06" E - | 693.02' |
| N 21°52'25" W - | 147.63' |
| N 62°07'21" E - | 449.12' |

TO THE A POINT ON THE EASTERN BOUNDARY OF RICHMOND HILLS BLOCK ONE; THENCE, ALONG THE EASTERN BOUNDARY LINES OF RICHMOND HILLS BLOCK ONE AND TWO THE FOLLOWING 4 COURSES AND DISTANCES:

| | |
|-----------------|---------|
| N 69°00'00" E - | 190.59' |
|-----------------|---------|

BOOK 1006 PAGE 2138

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL A-4
PAGE 3 OF 4

N 47°47'43" E - 655.84'
N 74°40'09" E - 773.95'
N 35°04'04" E - 1,470.83'

TO A POINT ON THE WESTERN R.O.W. OF CATOOSA BOULEVARD; THENCE, LEAVING SAID R.O.W. A BEARING OF N 19°05'26" E AND A DISTANCE OF 30.00' TO THE P.C. OF A CURVE ON THE CENTER LINE OF CATOOSA BLVD.; THENCE, ALONG SAID CURVE AND CENTER LINE A CENTRAL ANGLE OF 06°28'21", A RADIUS OF 440.72', A TANGENT OF 24.92' AND A DISTANCE OF 49.79' TO THE P.T. OF SAID CURVE; THENCE, LEAVING SAID CENTERLINE A BEARING OF N 09°27'44" E AND A DISTANCE OF 30.72' TO A POINT; THENCE, A BEARING OF N 12°50'59" E AND A DISTANCE OF 147.00' TO A POINT; THENCE, A BEARING OF N 64°38'43" W AND A DISTANCE OF 155.00' TO THE P.C. OF A CURVE ON THE CENTER LINE OF RICHMOND HILLS DRIVE; THENCE, A LONG SAID CURVE AND CENTER LINE A CENTRAL ANGLE OF 02°43'08", A RADIUS OF 536.82', A TANGENT OF 12.74' AND A LENGTH OF 25.47' TO THE P.T. OF SAID CURVE; THENCE, LEAVING SAID CENTER LINE A BEARING OF N 67°21'51" W AND A DISTANCE OF 25.00' TO A POINT ON THE WESTERN R.O.W. OF RICHMOND DRIVE; THENCE, LEAVING SAID R.O.W. A BEARING OF N 54°55'56" W AND A DISTANCE OF 245.94' TO A POINT; THENCE, A BEARING OF N 27°30'39" W AND A DISTANCE OF 221.78' TO A POINT ON THE SOUTHERN BOUNDARY OF LANCASTER BLOCK 10; THENCE, ALONG SAID BOUNDARY THE FOLLOWING 10 COURSES AND DISTANCES:

N 56°57'30" E - 392.75'
N 07°24'29" E - 204.60'
N 42°13'28" W - 230.19'
S 56°57'30" W - 463.18'
N 46°41'18" W - 331.05'
N 18°26'54" W - 176.25'
N 00°20'39" W - 118.54'
N 15°16'33" W - 145.05'
N 31°53'42" W - 135.32'
S 50°05'10" W - 159.96'

TO A POINT ON THE EASTERN R.O.W. OF CATOOSA BLVD.; THENCE, LEAVING SAID R.O.W. A BEARING OF S 66°40'47" W AND A DISTANCE OF 30.00' TO THE P.C. OF A CURVE ON THE CENTER LINE OF CATOOSA BLVD.; THENCE, ALONG SAID CURVE AND CENTER LINE A CENTRAL ANGLE OF 64°07'33", A RADIUS OF 175.00', A TANGENT OF 109.62' AND A LENGTH OF 195.86' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 87°26'46" W AND A DISTANCE OF 530.95' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 14°40'51", A RADIUS OF 205.64', A TANGENT OF 26.49' AND A LENGTH OF 52.69' TO THE P.T. OF SAID CURVE; THENCE, LEAVING SAID CENTER LINE THE FOLLOWING 5 COURSES AND DISTANCES:

S 85°12'48" W - 52.55'
N 12°07'37" W - 248.20'
S 62°06'11" W - 190.99'
S 30°18'18" W - 263.37'
S 43°05'26" E - 152.04'

TO A POINT ON THE NORTHERN R.O.W. OF CATOOSA BLVD.; THENCE, LEAVING SAID R.O.W.

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL A-4

PAGE 4 OF 4

THE FOLLOWING 17 COURSES AND DISTANCES:

| | | |
|---------------|---|---------|
| S 19°49'41" E | - | 62.26' |
| N 48°19'01" W | - | 39.34' |
| N 72°39'10" W | - | 101.61' |
| N 76°30'55" W | - | 133.68' |
| N 76°07'41" W | - | 158.70' |
| N 76°30'16" W | - | 121.84' |
| N 79°45'32" W | - | 139.94' |
| N 61°48'39" W | - | 98.52' |
| N 23°14'03" E | - | 57.57' |
| N 23°04'02" W | - | 91.20' |
| S 69°01'38" W | - | 90.99' |
| S 84°04'42" W | - | 66.41' |
| S 60°15'16" W | - | 111.68' |
| S 65°05'23" W | - | 120.74' |
| S 71°25'41" W | - | 167.76' |
| S 74°33'14" W | - | 142.78' |
| N 05°54'55" W | - | 83.15' |

TO THE POINT OF BEGINNING CONTAINING IN ALL 1,798.042 ACRES MORE OR LESS MINUS 136.13 ACRES DESIGNATED AS PARCELS B-5 AND C-10 AS REFLECTED ON EXHIBIT "B" - ADDITIONAL PROPERTIES EQUALS 1661.912 ACRES MORE OR LESS.

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BOOK 1006 PAGE 2140

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL A-5

PAGE 1 OF 2

FROM THE INTERSECTION OF WESTCHESTER DRIVE, SCARBOROUGH DRIVE AND MACDUFF DRIVE, BLOCK SEVEN, DORCHESTER SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD APRIL 06, 1979, PLAT BOOK 8, PAGE 90, A BEARING OF S 10°34'25"W AND A DISTANCE OF 390.52' TO POINT OF BEGINNING: SAID POINT BEING ON THE SOUTHERN BOUNDARY OF DORCHESTER BLOCK SEVEN; THENCE, LEAVING SAID BOUNDARY A BEARING OF N 60°46'07"E AND A DISTANCE OF 837.61' TO A CORNER ON THE WESTERN BOUNDARY OF WINDSOR BLUFF BLOCK SIX; THENCE, ALONG SAID BOUNDARY A BEARING OF S 55°48'00"E AND A DISTANCE OF 199.24' TO A CORNER; THENCE, A BEARING OF N 34°12'00"E AND A DISTANCE OF 330.00' TO A CORNER; THENCE, A BEARING OF N 06°18'00"W AND A DISTANCE OF 315.00' TO A CORNER; THENCE, A BEARING OF N 22°12'00"E AND A DISTANCE OF 640.00' TO A CORNER; THENCE, A BEARING OF S 89°18'00"E AND A DISTANCE OF 770.00' TO A CORNER; THENCE, LEAVING SAID BOUNDARY A BEARING OF S 00°42'00"W AND A DISTANCE OF 75.86' TO A POINT ON THE CENTER OF DADDY'S CREEK; THENCE, ALONG THE CENTER LINE OF SAID CREEK THE FOLLOWING 27 COURSES AND DISTANCES:

| | | |
|--------------|---|---------|
| S 89°44'43"W | - | 364.64' |
| N 85°40'45"W | - | 225.64' |
| S 64°58'59"W | - | 82.76' |
| S 19°10'44"W | - | 121.76' |
| S 23°00'38"W | - | 440.01' |
| S 07°55'03"E | - | 152.45' |
| S 01°58'30"E | - | 174.10' |
| S 17°50'06"W | - | 120.81' |
| S 32°25'16"W | - | 130.33' |
| S 05°14'10"W | - | 80.06' |
| S 21°56'55"E | - | 99.47' |
| S 11°44'33"E | - | 181.80' |
| S 06°37'57"E | - | 216.45' |
| S 00°54'34"E | - | 315.04' |
| S 05°48'24"E | - | 296.52' |
| S 14°40'14"E | - | 919.99' |
| S 02°07'58"E | - | 725.50' |
| S 07°38'25"W | - | 413.67' |
| S 07°19'35"E | - | 211.73' |
| S 24°10'11"W | - | 224.70' |
| S 46°39'37"W | - | 488.11' |
| S 84°28'21"W | - | 155.72' |
| N 68°50'19"W | - | 166.21' |
| S 90°00'00"W | - | 390.00' |
| S 74°53'56"W | - | 326.27' |
| S 58°37'37"W | - | 144.06' |
| S 37°47'19"W | - | 174.62' |
| S 24°44'58"W | - | 177.29' |

TO A POINT; THENCE, LEAVING SAID CREEK A BEARING OF S 84°39'49"W AND A DISTANCE OF 436.84' TO A CORNER; THENCE, A BEARING OF S 29°12'52"W AND A DISTANCE OF 544.65' TO A CORNER; THENCE, A BEARING OF S 82°45'52"W AND A DISTANCE OF 238.85' TO A CORNER; THENCE, A BEARING OF N 28°16'51 AND A DISTANCE OF 495.61' TO A CORNER; THENCE, A BEARING OF S 84°39'49"W AND A DISTANCE OF 527.18' TO THE P.C. OF A CURVE

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL A-5
PAGE 2 OF 2

ON THE EASTERN R.O.W. OF CHESTNUT HILL ROAD; THENCE, ALONG SAID R.O.W. AND CURVE A CENTRAL ANGLE OF $09^{\circ}35'23''$, A RADIUS OF 240.91', A TANGENT OF 20.21' AND A LENGTH OF 40.32' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF $N 21^{\circ}41'27''E$ AND A DISTANCE OF 1219.26' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF $71^{\circ}36'13''$, A RADIUS OF 492.41', A TANGENT OF 355.16' AND A LENGTH OF 615.37' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF $09^{\circ}20'20''$, A RADIUS OF 618.82', A TANGENT OF 50.54' AND A LENGTH OF 100.86' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF $N 59^{\circ}15'06''W$ AND A DISTANCE OF 162.24' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF $12^{\circ}54'46''$, A RADIUS OF 1792.34', A TANGENT OF 202.83' AND A LENGTH OF 403.94' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF $N 72^{\circ}09'51''W$ AND A DISTANCE OF 295.42' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF $08^{\circ}24'01''$, A RADIUS OF 2698.37', A TANGENT OF 198.16' AND A LENGTH OF 395.62' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF $N 61^{\circ}39'40''W$ AND A DISTANCE OF 83.10' TO A CORNER; THENCE, LEAVING SAID R.O.W. A BEARING OF $N 25^{\circ}50'00''E$ AND A DISTANCE OF 800.78' TO A CORNER; THENCE, A BEARING OF $N 57^{\circ}20'00''E$ AND A DISTANCE OF 1770.77' TO A CORNER ON THE SOUTHERN BOUNDARY OF DORCHESTER BLOCK SEVEN; THENCE, ALONG SAID BOUNDARY A BEARING OF $S 49^{\circ}30'35''E$ AND A DISTANCE OF 344.43' TO A CORNER; THENCE, A BEARING OF $N 70^{\circ}31'07''E$ AND A DISTANCE OF 543.19' TO A CORNER; THENCE, A BEARING OF $S 09^{\circ}13'53''E$ AND A DISTANCE OF 295.00' TO A CORNER; THENCE, A BEARING OF $S 72^{\circ}13'53''E$ AND A DISTANCE OF 210.00' TO A CORNER; THENCE, A BEARING OF $N 71^{\circ}36'07''E$ AND A DISTANCE OF 200.00' TO A CORNER; THENCE, A BEARING OF $N 12^{\circ}21'07''E$ AND A DISTANCE OF 170.00' TO A CORNER; THENCE, A BEARING OF $N 13^{\circ}53'53''W$ AND A DISTANCE OF 410.00' TO THE POINT OF BEGINNING CONTAINING IN ALL 303.098 ACRES MORE OR LESS.

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BOOK 1006 PAGE 2142

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL A-28

PAGE 1 OF 1

FROM THE INTERSECTION OF LEEDS TERRACE AND BELLINGWOOD COURT, BLOCK TWO, LAKE POMEROY SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD MARCH 10, 1972, PLAT BOOK 5, PAGE 4, A BEARING OF N 40°22'30" W AND A DISTANCE OF 465.16' TO THE POINT OF BEGINNING: SAID POINT BEING ON THE WESTERN BOUNDARY OF SAID SUBDIVISION; THENCE, ALONG SAID BOUNDARY A BEARING OF N 02°30'00" E AND A DISTANCE OF 371.29' TO A CORNER; THENCE, A BEARING OF N 87°00'00" W AND A DISTANCE OF 788.03' TO A CORNER; THENCE, A BEARING OF N 01°00'00" E AND A DISTANCE OF 46.79' TO A CORNER; THENCE, LEAVING SAID BOUNDARY A BEARING OF S 88°30'04"E AND A DISTANCE OF 6999.48' TO A CORNER; THENCE, A BEARING OF S 24°33'46" E AND A DISTANCE OF 525.23' TO A CORNER; THENCE, A BEARING OF S 41°36'32" W AND A DISTANCE OF 1740.73' TO A CORNER; THENCE, A BEARING OF N 52°00'00" W AND A DISTANCE OF 55.02' TO A CORNER ON THE NORTHEAST BOUNDARY OF LAKE POMEROY BLOCK THREE; THENCE, ALONG SAID BOUNDARY A BEARING OF S 76°00'00" W AND A DISTANCE OF 970.00' TO A CORNER; THENCE, A BEARING OF N 60°00'00" W AND A DISTANCE OF 835.00' TO A CORNER ON THE EASTERN BOUNDARY OF LAKE POMEROY BLOCK TWO; THENCE, ALONG SAID BOUNDARY THE FOLLOWING 8 COURSES AND DISTANCES:

| | |
|-----------------|----------|
| N 02°00'00" E - | 428.77' |
| N 57°45'00" W - | 1058.56' |
| S 52°00'00" W - | 1287.00' |
| N 14°30'00" W - | 112.04' |
| N 12°00'00" E - | 579.51' |
| N 63°00'00" W - | 415.00' |
| N 86°45'00" W - | 380.00' |
| N 79°00'00" W - | 1050.00' |

TO THE POINT OF BEGINNING CONTAINING IN ALL 168.576 ACRES MORE OR LESS.

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BOOK 1006 PAGE 2143

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL B-1
PAGE 1 OF 1

BEGINNING FROM THE REAR COMMON LOT LINE OF LOTS 1 AND 2 OF BLOCK ONE, NORTH HAMPTON SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD ON JANUARY 25, 1984, PLAT BOOK 8, PAGE 270; THENCE, A BEARING OF N 51°04'21" E AND A DISTANCE OF 100.27' TO A CORNER; THENCE, A BEARING OF N 61°21'15" E AND A DISTANCE OF 258.66' TO A CORNER; THENCE, A BEARING OF N 36°38'17" E AND A DISTANCE OF 260.00' TO A CORNER; THENCE, A BEARING OF N 56°01'07" E AND A DISTANCE OF 405.01' TO A CORNER; THENCE, A BEARING OF S 26°26'38" W AND A DISTANCE OF 794.82' TO A CORNER; THENCE, A BEARING OF S 03°04'26" E AND A DISTANCE OF 144.61' TO A CORNER; THENCE, A BEARING OF S 13°27'20" E AND A DISTANCE OF 626.24' TO A CORNER; THENCE, A BEARING OF S 11°51'15" E AND A DISTANCE OF 122.93' TO A CORNER; THENCE, A BEARING OF S 32°09'49" E AND A DISTANCE OF 230.10' TO A CORNER; THENCE, A BEARING OF S 19°09'53" E AND A DISTANCE OF 249.34' TO A CORNER; THENCE, A BEARING OF S 12°57'31" E AND A DISTANCE OF 120.23' TO A CORNER; THENCE, A BEARING OF S 14°57'35" E AND A DISTANCE OF 507.03' TO A CORNER; THENCE, A BEARING OF S 75°02'25" W AND A DISTANCE OF 350.00' TO A CORNER; THENCE, A BEARING OF N 14°57'35" W AND A DISTANCE OF 513.14' TO A CORNER; THENCE, A BEARING OF N 12°57'31" W AND A DISTANCE OF 107.37' TO A CORNER; THENCE, A BEARING OF N 19°09'53" W AND A DISTANCE OF 190.50' TO A CORNER; THENCE, A BEARING OF N 19°17'11" W AND A DISTANCE OF 685.56' TO A CORNER; THENCE, A BEARING OF N 15°40'20" W AND A DISTANCE OF 214.20' TO A CORNER; THENCE, A BEARING OF N 14°24'24" W AND A DISTANCE OF 119.44' TO A CORNER; THENCE, A BEARING OF N 08°14'00" W AND A DISTANCE OF 73.94' TO A CORNER; THENCE, A BEARING OF N 03°04'26" W AND A DISTANCE OF 160.38' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 05°08'51", A RADIUS OF 820.97', A TANGENT OF 36.90' AND A LENGTH OF 73.76' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 09°30'00" W AND A DISTANCE OF 129.29' TO THE POINT OF BEGINNING CONTAINING IN ALL 20.43 ACRES MORE OR LESS.

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BOOK 1006 PAGE 2144

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL B-2

PAGE 1 OF 1

BEGINNING FROM THE NORTHWESTERN MOST CORNER OF BLOCK 1, OTTER CREEK SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD ON JULY 22, 1997, PLAT BOOK 10, PAGE 181, A BEARING OF S 14°32'49" W AND A DISTANCE OF 220.01' TO A CORNER; THENCE, A BEARING OF S 13°53'46" E AND A DISTANCE OF 192.45 TO A CORNER; THENCE, A BEARING OF N 87°58'38" E AND A DISTANCE OF 130.00' TO A CORNER; THENCE, A BEARING OF S 82°35'06" E AND A DISTANCE OF 696.28' TO A CORNER; THENCE, A BEARING OF S 16°11'59" W AND A DISTANCE OF 538.77' TO A CORNER; THENCE, A BEARING OF S 89°49'03" W AND A DISTANCE OF 402.84' TO A CORNER; THENCE, A BEARING OF S 60°28'19" W AND A DISTANCE OF 130.36' TO A CORNER; THENCE, A BEARING OF S 16°47'36" W AND A DISTANCE OF 120.80' TO A CORNER; THENCE, A BEARING OF S 12°29'07" E AND A DISTANCE OF 100.90' TO A CORNER; THENCE, A BEARING OF S 49°20'06" E AND A DISTANCE OF 138.04' TO A CORNER; THENCE, A BEARING OF S 82°12'19" E AND A DISTANCE OF 304.27' TO A CORNER; THENCE, A BEARING S 77°39'54" E AND A DISTANCE OF 502.93' TO A CORNER; THENCE, A BEARING OF S 46°13'14" W AND A DISTANCE OF 87.59' TO A CORNER; THENCE, A BEARING OF S 02°47'26" E AND A DISTANCE OF 30.36' TO A CORNER; THENCE, A BEARING OF S 20°43'17" E AND A DISTANCE OF 37.35' TO A CORNER; THENCE, A BEARING OF S 45°16'39" W AND A DISTANCE OF 134.11' TO A CORNER; THENCE, A BEARING OF S 29°08'34" W AND A DISTANCE OF 78.47' TO A CORNER; THENCE, A BEARING OF S 81°00'40" W AND A DISTANCE OF 78.72' TO A CORNER; THENCE, A BEARING OF S 64°31'42" W AND A DISTANCE OF 66.75' TO A CORNER; THENCE, A BEARING OF S 75°12'49" W AND A DISTANCE OF 376.72' TO A CORNER; THENCE, A BEARING OF N 88°23'56" W AND A DISTANCE OF 77.67' TO A CORNER; THENCE,; A BEARING OF S 63°22'32" W AND A DISTANCE OF 155.27' TO A CORNER; THENCE, A BEARING OF S 37°42'09" W AND A DISTANCE OF 18.77' TO A CORNER; THENCE, A BEARING OF N 70°01'20" W AND A DISTANCE OF 83.31' TO A CORNER; THENCE, A BEARING OF S 83°36'36" W AND A DISTANCE OF 140.15' TO A CORNER; THENCE, A BEARING OF N 71°19'33" W AND A DISTANCE OF 40.57' TO A CORNER; THENCE, A BEARING OF S 87°08'26" W AND A DISTANCE OF 60.24' TO A CORNER; THENCE, A BEARING OF S 71°45'44" W AND A DISTANCE OF 79.87' TO A CORNER; THENCE, A BEARING OF S 57°06'51" W AND A DISTANCE OF 50.90' TO A CORNER; THENCE, A BEARING OF S 27°00'47" W AND A DISTANCE OF 102.25' TO A CORNER; THENCE, A BEARING OF S 46°30'05" W AND A DISTANCE OF 105.95' TO A CORNER; THENCE, A BEARING OF S 20°20'55" W AND A DISTANCE OF 86.32' TO A CORNER; THENCE, A BEARING OF S 88°37'20" W AND A DISTANCE OF 30.66' TO A CORNER; THENCE, A BEARING OF S 62°45'20" W AND A DISTANCE OF 74.97' TO A CORNER; THENCE, A BEARING OF S 44°30'05" W AND A DISTANCE OF 78.23' TO A CORNER; THENCE, A BEARING OF N66°20'02" W AND A DISTANCE OF 66.62' TO THE P.C. OF A CURVE ON THE NORTHERN R.O.W. OF LEYDEN DRIVE; THENCE, ALONG SAID CURVE AND R.O.W. A CENTRAL ANGLE OF 16°20'15, A RADIUS OF 373.32', A TANGENT OF 53.59' AND A LENGTH OF 106.45' TO THE P.T. OF SAID CURVE; THENCE, LEAVING SAID R.O.W. A BEARING OF N 83°23'32" W AND A DISTANCE OF 74.69' TO A CORNER; THENCE, A BEARING OF S 06°36'28" W AND A DISTANCE OF 59.08' TO A CORNER; THENCE, A BEARING OF N 86°15'34" W AND A DISTANCE OF 148.38' TO A CORNER; THENCE, A BEARING OF N 04°55'42" E AND A DISTANCE OF 2486.90' TO A CORNER; THENCE, A BEARING OF S 83°10'23" E AND A DISTANCE OF 828.14' TO THE POINT OF BEGINNING CONTAINING IN ALL 69.68 ACRES MORE OR LESS.

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL B-3
PAGE 1 OF 1

FROM THE WESTERN MOST CORNER OF LOT 1, BLOCK 7, FOREST HILL SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD ON SEPTEMBER 27, 1990, PLAT BOOK 9, PAGE 293, A BEARING OF S 73°38'46" W AND A DISTANCE OF 1846.52' TO THE POINT OF BEGINNING; THENCE, A BEARING OF S 11°33'08" W AND A DISTANCE OF 124.31' TO A CORNER; THENCE, A BEARING OF N 74°38'58" E AND A DISTANCE OF 96.97' TO A CORNER; THENCE, A BEARING OF S 84°38'53" E AND A DISTANCE OF 115.65' TO A CORNER; THENCE, A BEARING OF S 66°53'40" E AND A DISTANCE OF 120.89' TO A CORNER; THENCE, A BEARING OF S 87°04'25" E AND A DISTANCE OF 169.17' TO A CORNER; THENCE, A BEARING OF S 86°49'24" E AND A DISTANCE OF 223.51' TO A CORNER; THENCE, A BEARING OF S 25°22'37" E AND A DISTANCE OF 46.91' TO A CORNER; THENCE, A BEARING S 37°51'03" W AND A DISTANCE OF 129.69' TO A CORNER; THENCE, A BEARING S 22°45'11" W AND A DISTANCE OF 140.98' TO A CORNER; THENCE, A BEARING OF S 19°56'30" W AND A DISTANCE OF 116.48' TO A CORNER; THENCE, A BEARING OF S 55°15'43" W AND A DISTANCE OF 75.27' TO A CORNER; THENCE, A BEARING OF N 80°52'27" W AND A DISTANCE OF 120.39' TO A CORNER; THENCE, A BEARING OF S 84°03'58" W AND A DISTANCE OF 128.46' TO A CORNER; THENCE, A BEARING OF S 69°06'17" W AND A DISTANCE OF 91.13' TO A CORNER; THENCE, A BEARING OF S 44°46'30" W AND A DISTANCE OF 91.94' TO A CORNER; THENCE, A BEARING OF S 77°36'38" W AND A DISTANCE OF 170.20' TO A CORNER; THENCE, A BEARING OF N 15°05'48" W AND A DISTANCE OF 206.23' TO A CORNER; THENCE, A BEARING OF N 24°44'21" W AND A DISTANCE OF 200.75' TO A CORNER; THENCE, A BEARING OF N 62°05'22" W AND A DISTANCE OF 319.23' TO A CORNER; THENCE, A BEARING OF N 57°05'58" W AND A DISTANCE OF 28.62' TO A CORNER; THENCE, A BEARING OF N 60°16'58" E AND A DISTANCE OF 119.50' TO A CORNER; THENCE, A BEARING OF N 18°23'03" E AND A DISTANCE OF 168.25' TO A CORNER; THENCE, A BEARING OF S 71°36'57" E AND A DISTANCE OF 96.98' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 33°08'16", A RADIUS OF 168.77', A TANGENT OF 50.21' AND A LENGTH OF 99.61' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 75°14'48" E AND A DISTANCE OF 123.52' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 01°50'49", A RADIUS OF 1814.51', A TANGENT OF 29.25' AND A LENGTH OF 58.49 TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 16°36'01" E AND A DISTANCE OF 50.00' TO THE POINT OF BEGINNING CONTAINING IN ALL 11.38 ACRES MORE OR LESS.

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BOOK 1006 PAGE 2146

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL B-4
PAGE 1 OF 1

FROM THE NORTHERNMOST CORNER OF LOT 26, BLOCK ONE, LANCASTER SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD APRIL 28, 1988, A BEARING OF N 19° 57' 11" W AND A DISTANCE OF 249.62' TO THE POINT OF BEGINNING; SAID POINT BEING ON THE NORTHERN R.O.W. OF FOREST HILLS DRIVE; THENCE, ALONG SAID R.O.W. A BEARING OF N 73° 35' 00" W AND A DISTANCE OF 59.53' TO THE P.C. OF A CURVE ; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 62° 54' 39", A RADIUS OF 400.98', A TANGENT OF 245.29' AND A LENGTH OF 440.28' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 43°30'20" W AND A DISTANCE OF 211.21' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE AND R.O.W. A CENTRAL ANGLE OF 45° 26' 04", A RADIUS OF 200.06', A TANGENT OF 83.76' AND A LENGTH OF 158.64' TO A POINT; THENCE, LEAVING SAID R.O.W. THE FOLLOWING 12 COURSES AND DISTANCES:

| | |
|-------------------|-----------|
| N 19° 29' 35" E - | 183.62' |
| N 26° 14' 02" W | - 284.18' |
| N 46° 31' 40" E - | 101.34' |
| N 59° 02' 00" E - | 98.21' |
| N 70° 38' 35" E - | 129.36' |
| N 47° 32' 05" E - | 108.84' |
| N 02° 24' 39" W | - 103.96' |
| N 42° 32' 46" E - | 109.55' |
| S 48° 56' 59" E - | 250.00' |
| S 32° 00' 59" E - | 215.26' |
| S 25° 29' 51" E - | 137.06' |
| S 16° 19' 11" E | - 74.54' |

TO THE POINT OF BEGINNING CONTAINING IN ALL 6.91 ACRES MORE OR LESS.

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BOOK 1006 PAGE 2147

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL B-5

PAGE 1 OF 1

FROM THE REAR COMMON LOT LINE OF LOTS 33 AND 34, BLOCK 2, NORTH HAMPTON SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD ON JUNE 13, 1984, PLAT BOOK 8, PAGE 280, A BEARING OF S 68°43'00" E AND A DISTANCE OF 1044.80' TO A POINT; THENCE, A BEARING OF N 49°19'30" E AND A DISTANCE OF 843.86' TO A POINT; THENCE, A BEARING OF N 07°10'50" W AND A DISTANCE OF 1280.04' TO THE POINT OF BEGINNING; THENCE, A BEARING OF N 48°18'07" W AND A DISTANCE OF 736.61' TO A POINT; THENCE, A BEARING OF N 16°23'22"E AND A DISTANCE OF 886.00' TO A POINT; THENCE, A BEARING OF S 79°20'39" E AND A DISTANCE OF 2920.36' TO A POINT; THENCE, A BEARING OF S 15°04'07" W AND A DISTANCE OF 1440.62' TO A POINT; THENCE, A BEARING OF N 74°55'53" W AND A DISTANCE OF 2273.65' TO THE POINT OF BEGINNING CONTAINING IN ALL 86.653 ACRES MORE OR LESS.

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BOOK 1006 PAGE 214B

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL B-7
PAGE 1 OF 2

FROM THE INTERSECTION OF STONEHENGE DRIVE AND VALARIAN DRIVE, BLOCK ONE, LANCASTER SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD APRIL 28, 1988, NOTE BOOK 2, PAGE 63, PLAT BOOK 9, PAGE 197, A BEARING OF N 23°51'12" E AND A DISTANCE OF 628.36' TO THE POINT OF BEGINNING: SAID POINT BEING THE P.C. OF A CURVE ON THE NORTHEAST R.O.W. OF STONEHENGE DRIVE; THENCE, ALONG SAID R.O.W. AND CURVE A CENTRAL ANGLE OF 19°44'26", A RADIUS OF 404.05', A TANGENT OF 70.30' AND A LENGTH OF 139.21' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 44°23'17", A RADIUS OF 556.48', A TANGENT OF 227.03' AND A LENGTH OF 431.11' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 34°30'48", A RADIUS OF 456.62', A TANGENT OF 141.84' AND A LENGTH OF 275.06' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 07°09'13" E AND A DISTANCE OF 146.71' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 81°11'46", A RADIUS OF 203.36', A TANGENT OF 174.29' AND A LENGTH OF 288.19' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 88°21'00" E AND A DISTANCE OF 86.20' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 46°04'35", A RADIUS OF 500.30', A TANGENT OF 212.76' AND A LENGTH OF 402.33' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 42°16'25" E AND A DISTANCE OF 217.89' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 13½°42'38", A RADIUS OF 1563.91', A TANGENT OF 188.01' AND A LENGTH OF 374.23' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 10°02'10", A RADIUS OF 619.32', A TANGENT OF 54.38' AND A LENGTH OF 108.48' TO THE P.T. OF SAID CURVE; THENCE, LEAVING SAID R.O.W. AND ALONG THE BOUNDARY OF #12 FAIRWAY HEATHERHURST GOLF COURSE THE FOLLOWING 5 COURSES AND DISTANCES:

| | | |
|---------------|---|---------|
| S 21°16'43" E | - | 18.05' |
| S 34°01'56" E | - | 176.59' |
| S 52°01'11" E | - | 191.40' |
| S 36°32'01" E | - | 190.65' |
| S 73°18'15" E | - | 70.83' |

TO A CORNER; THENCE, LEAVING SAID BOUNDARY AND ALONG THE BOUNDARY OF FOREST HILL BLOCK 11 THE FOLLOWING 19 COURSES AND DISTANCES:

| | |
|-----------------|-----------|
| S 02°45'03" W © | 159.41' |
| S 35°50'04" W | - 37.47' |
| S 31°21'36" E | - 16.71' |
| S 05°18'51" W | - 21.52' |
| S 20°44'25" E | - 48.91' |
| S 00°24'20" W | - 95.63' |
| S 10°11'54" W | - 37.63' |
| S 39°11'50" W | - 39.02' |
| S 78°39'13" W | - 61.95' |
| N 77°19'49" W | - 47.86' |
| S 77°47'27" W | - 44.01' |
| S 47°33'23" W | - 79.77' |
| S 75°02'34" W | - 165.27' |
| S 45°45'38" W | - 171.09' |
| N 54°11'21" W | - 73.21' |
| S 15°08'01" W | - 169.32' |
| S 12°57'00" W | - 50.00' |

BOOK 1006 PAGE 2149

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL B-7
PAGE 2 OF 2

S 07°21'41" W - 154.03'
S 12°20'46" E - 230.77'

TO A CORNER ON THE ON THE BOUNDARY OF LANCASTER BLOCK TWO; THENCE, ALONG SAID BOUNDARY THE FOLLOWING 4 COURSES AND DISTANCE:

S 73°14'35" W - 255.18'
S 67°43'17" W - 245.31'
N 86°55'21" W - 186.27'
N 68°05'01" W - 375.87'

TO THE POINT OF BEGINNING CONTAINING IN ALL 41.65 ACRES MORE OR LESS.

BOOK 1006 PAGE 2150

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL C-1

PAGE 1 OF 1

FROM THE SOUTHEASTERN MOST CORNER OF OAK KNOLL PHASE I TRACT, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD OCTOBER 19, 1983, NOTE BOOK V, PAGE 141, PLAT BOOK 8, PAGE 252, A BEARING OF S 86°38'25" W AND A DISTANCE OF 336.59' TO THE POINT OF BEGINNING; SAID POINT BEING ON THE SOUTHERN R.O.W. OF VILLAGE DRIVE; THENCE, LEAVING SAID R.O.W. A BEARING OF S 27°02'14" E AND A DISTANCE OF 330.94' TO A CORNER; THENCE, A BEARING OF S 12°40'51" E AND A DISTANCE OF 1031.39' TO A CORNER; THENCE, A BEARING OF S 67°33'25" W AND A DISTANCE OF 97.18' TO A CORNER; THENCE, A BEARING OF S 04°03'28" W AND A DISTANCE OF 91.29' TO A CORNER; SAID CORNER BEING THE NORTHEASTERN MOST CORNER OF THE VILLAGE GREEN MALL TRACT; THENCE, ALONG SAID TRACT A BEARING OF N 79°28'47" W AND A DISTANCE OF 639.15' TO A CORNER ON THE EASTERN R.O.W. OF STONEHENGE DRIVE; THENCE LEAVING SAID VILLAGE GREEN MALL TRACT AND ALONG SAID R.O.W. A BEARING OF N 19°37'22" W AND A DISTANCE OF 99.47' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 11°56'40", A RADIUS OF 905.90', A TANGENT OF 94.77' AND A LENGTH OF 188.85' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 07°40'42" W AND A DISTANCE OF 215.83' TO THE P.C. OF A CURVE; THENCE ALONG SAID CURVE A CENTRAL ANGLE OF 27°18'00", A RADIUS OF 361.78', A TANGENT OF 87.86' AND A LENGTH OF 172.38' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 19°37'18" E AND A DISTANCE OF 457.80' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 18°38'46", A RADIUS OF 577.27', A TANGENT OF 94.77' AND A LENGTH OF 187.86' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE ALONG SAID CURVE A CENTRAL ANGLE OF 87°10'04", A RADIUS OF 30.00', A TANGENT OF 28.55' AND A LENGTH OF 45.64' TO THE P.T. OF SAID CURVE ON THE SOUTHERN R.O.W. OF VILLAGE DRIVE; THENCE, ALONG SAID R.O.W. A BEARING OF N 88°08'37" E AND A DISTANCE OF 220.73' TO THE POINT OF BEGINNING CONTAINING IN ALL 18.835 ACRES MORE OR LESS.

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BOOK 1006 PAGE 2151

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL C-2

PAGE 1 OF 1

FROM THE SOUTHEASTERN MOST CORNER OF OAK KNOLL PHASE I TIMESHARE TRACT, FAIRFIELD GLADE, TN AS FILED OF RECORD OCTOBER 19, 1983, NOTE BOOK V, PAGE 141, PLAT BOOK 8, PAGE 252, A BEARING OF S 86°38'25" W AND A DISTANCE OF 336.59' TO THE POINT OF BEGINNING: SAID POINT BEING ON THE SOUTHERN R.O.W. OF VILLAGE DRIVE; THENCE, ALONG SAID R.O.W. A BEARING OF N 88°08'37" E AND A DISTANCE OF 32.02' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 50°00'00", A RADIUS OF 453.96', A TANGENT OF 211.68' AND A LENGTH OF 396.15' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 09°00'00", A RADIUS OF 1855.90', A TANGENT OF 146.06' AND A LENGTH OF 291.53' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 32°51'23" E AND A DISTANCE OF 93.59' TO A CORNER; THENCE, LEAVING SAID R.O.W. A BEARING OF S 57°08'37" W AND A DISTANCE OF 237.71' TO A CORNER; THENCE, A BEARING OF S 02°59'45" W AND A DISTANCE OF 227.46' TO A CORNER; THENCE, A BEARING OF S 32°54'37" E AND A DISTANCE OF 416.07' TO A CORNER; THENCE, A BEARING OF S 22°26'35" E AND A DISTANCE OF 30.00' TO A CORNER; THENCE, A BEARING OF S 67°33'25" W AND A DISTANCE OF 282.82' TO A CORNER; THENCE, LEAVING SAID BOUNDARY A BEARING OF N 12°40'51" W AND A DISTANCE OF 1031.39' TO A CORNER; THENCE, A BEARING OF N 27°02'14" W AND A DISTANCE OF 330.94' TO THE POINT OF BEGINNING CONTAINING IN ALL 6.355 ACRES MORE OR LESS.

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BOOK 1006 PAGE 2152

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL C-3
PAGE 1 OF 1

BEGINNING FROM THE SOUTHEAST CORNER OF OAK KNOLL PHASE III, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD JUNE 21, 1984, NOTE BOOK W, PAGE 124, PLAT BOOK 8, PAGE 283, THENCE, ALONG BOUNDARY OF OAK KNOLL THE FOLLOWING 8 COURSES AND DISTANCES:

| | | |
|---------------|---|---------|
| N 63°00'00" E | - | 109.82' |
| N 37°29'57" E | - | 82.34' |
| N 49°31'44" E | - | 30.01' |
| S 51°17'29" E | - | 162.80' |
| N 78°15'00" E | - | 280.42' |
| N 10°00'00" W | - | 198.92' |
| N 41°07'37" W | - | 143.49' |
| N 25°37'09" E | - | 139.64' |

TO A CORNER ON THE BOUNDARY OF FAIRWAY #10 STONEHENGE GOLF COURSE; THENCE, ALONG SAID BOUNDARY THE FOLLOWING 12 COURSES AND DISTANCES:

| | | |
|---------------|---|---------|
| S 31°07'34" E | - | 603.43' |
| S 00°53'19" W | - | 253.21' |
| S 70°43'13" E | - | 65.16' |
| N 66°58'52" E | - | 207.97' |
| S 74°24'42" E | - | 131.90' |
| S 25°06'46" E | - | 89.93' |
| S 11°50'07" W | - | 83.68' |
| S 34°37'58" W | - | 85.74' |
| S 52°52'25" W | - | 74.52' |
| S 05°21'48" W | - | 260.31' |
| S 52°42'27" E | - | 90.69' |
| S 47°55'01" W | - | 224.85' |

TO THE P.C. OF A CURVE ON THE NORTHWEST R.O.W. OF THE ENTRANCE TO STONEHENGE GOLF COURSE; THENCE, ALONG SAID R.O.W. AND CURVE A CENTRAL ANGLE OF 03°38'55", A RADIUS OF 843.12', A TANGENT OF 26.89' AND A LENGTH OF 53.69' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 52°14'47" W AND A DISTANCE OF 301.49' TO A CORNER; THENCE, A BEARING OF N 54°05'00" W AND A DISTANCE OF 315.43' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 21°13'38", A RADIUS OF 1017.29', A TANGENT OF 190.63' AND A LENGTH OF 376.89' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 32°51'23" W AND A DISTANCE OF 250.00' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 02°57'30", A RADIUS OF 1955.90', A TANGENT OF 50.51' AND A LENGTH OF 100.99' TO THE POINT OF BEGINNING CONTAINING IN ALL 16.64 ACRES MORE OR LESS.

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL C-4
PAGE 1 OF 1

FROM THE INTERSECTION OF CATOOSA BLVD., KINGSBORO DRIVE AND WALDEN RIDGE DRIVE, BLOCK EIGHT, TRENT SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD FEBRUARY 20, 1987, NOTE BOOK 2, PAGE 122, PLAT BOOK 9, PAGE 164, A BEARING OF S 28°18'52" W AND A DISTANCE OF 908.93' TO THE POINT OF BEGINNING: SAID POINT BEING ON THE WESTERN R.O.W. OF CATOOSA BLVD.; THENCE, ALONG SAID R.O.W. A BEARING OF S 28°18'52" W AND A DISTANCE OF 1.16' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 19°32'39", A RADIUS OF 434.51', A TANGENT OF 74.84' AND A LENGTH OF 148.22' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 47°51'31" W AND A DISTANCE OF 149.30' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 45°18'06", A RADIUS OF 341.53', A TANGENT OF 142.52' AND A LENGTH OF 270.04' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 11°14'03" W AND A DISTANCE OF 132.57' TO A CORNER; THENCE, A BEARING OF S 02°33'25" W AND A DISTANCE OF 25.00' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 25.00', A TANGENT OF 25.00' AND A LENGTH OF 39.27' TO THE P.T. OF SAID CURVE ON THE NORTHERN R.O.W. OF VILLAGE DRIVE; THENCE, ALONG SAID R.O.W. A BEARING OF N 87°26'35" W AND A DISTANCE OF 451.41' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 27°30'00", A RADIUS OF 391.81', A TANGENT OF 95.88' AND A LENGTH OF 188.05' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 27°30'00", A RADIUS OF 391.81', A TANGENT OF 95.88' AND A LENGTH OF 188.05' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 11°15'16", A RADIUS OF 843.12', A TANGENT OF 83.07' AND A LENGTH OF 151.72' TO THE P.T. OF SAID CURVE; THENCE, LEAVING SAID R.O.W. A BEARING OF N 47°14'49" E AND A DISTANCE OF 161.04' TO A CORNER; THENCE, A BEARING OF N 77°33'52" E AND A DISTANCE OF 107.45' TO A CORNER; THENCE, A BEARING OF N 61°24'44" E AND A DISTANCE OF 80.95' TO A CORNER; THENCE, A BEARING OF N 08°48'36" E AND A DISTANCE OF 245.54' TO A CORNER; THENCE, A BEARING OF N 77°03'06" E AND A DISTANCE OF 196.54' TO A CORNER ON THE BOUNDARY OF #9 FAIRWAY STONEHENGE GOLF COURSE; THENCE, ALONG SAID BOUNDARY THE FOLLOWING 8 COURSES AND DISTANCES:

| | | |
|---------------|---|---------|
| S 06°42'20" E | - | 100.96' |
| S 57°19'23" E | - | 116.24' |
| S 87°51'17" E | - | 108.97' |
| N 63°24'14" E | - | 62.39' |
| N 83°53'27" E | - | 134.83' |
| N 89°33'28" E | - | 132.28' |
| N 78°07'34" E | - | 108.54' |
| S 50°51'23" E | - | 69.14' |

TO THE POINT OF BEGINNING CONTAINING IN ALL 12.58 ACRES MORE OR LESS.

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SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL C-5
PAGE 1 OF 1

FROM THE INTERSECTION OF CATOOSA BLVD., KINGSBORO DRIVE AND WALDEN RIDGE DRIVE, BLOCK EIGHT, TRENT SUBDIVISION, FAIRFIELD GLADE, TN, AS FILED OF RECORD FEBRUARY 20, 1987, NOTE BOOK 2, PAGE 122, PLAT BOOK 9, PAGE 164, A BEARING OF S 27°32'29" W AND A DISTANCE OF 1798.31' TO THE POINT OF BEGINNING: SAID POINT BEING ON THE WESTERN R.O.W. OF CATOOSA BLVD.; THENCE, ALONG SAID R.O.W. A BEARING OF S 02°33'25" W AND A DISTANCE OF 201.78' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 32°23'06", A RADIUS OF 442.26', A TANGENT OF 128.53' AND A LENGTH OF 250.18' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 45°04'41", A RADIUS OF 224.72', A TANGENT OF 93.26' AND A LENGTH OF 176.80' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 15°15'00" W AND A DISTANCE OF 395.17' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 89°53'14", A RADIUS OF 30.00', A TANGENT OF 29.94', AND A LENGTH OF 47.06' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE SAID POINT BEING ON THE NORTHERN R.O.W. OF PEAVINE ROAD; THENCE, ALONG SAID R.O.W. AND CURVE A CENTRAL ANGLE OF 04°34'49", A RADIUS OF 2505.36', A TANGENT OF 100.19' AND A LENGTH OF 200.28' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 79°26'35" W AND A DISTANCE OF 115.95' TO A CORNER; SAID CORNER BEING THE SOUTHEAST CORNER OF G.T.E. PROPERTY; THENCE, LEAVING SAID R.O.W. AND WITH SAID G.T.E. PROPERTY A BEARING OF N 11°32'48"E AND A DISTANCE OF 200.03' TO A CORNER; THENCE, A BEARING OF N 79°26'35" W AND A DISTANCE OF 200.03' TO A CORNER; THENCE, LEAVING SAID G.T.E. PROPERTY A BEARING OF N 11°32'48" E AND A DISTANCE OF 120.02' TO A CORNER; THENCE, A BEARING OF N 79°26'35" W AND A DISTANCE OF 20.89' TO A CORNER; THENCE, A BEARING OF N 11°32'49" E AND A DISTANCE OF 138.77' TO A CORNER; THENCE, A BEARING OF N 22°46'52" W AND A DISTANCE OF 360.00' TO A CORNER; THENCE, A BEARING OF N 07°03'31" E AND A DISTANCE OF 203.06' TO A CORNER; SAID CORNER BEING THE P.C. OF A CURVE ON THE SOUTHERN R.O.W. OF VILLAGE DRIVE; THENCE, ALONG SAID R.O.W. AND CURVE A CENTRAL ANGLE OF 17°08'26", A RADIUS OF 491.81', A TANGENT OF 74.12' AND A LENGTH OF 147.13' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 87°26'35" E AND A DISTANCE OF 451.41' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 25.00', A TANGENT OF 25.00' AND A LENGTH OF 39.27' TO THE POINT OF BEGINNING CONTAINING IN ALL 12.640 ACRES MORE OR LESS.

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL C-6
PAGE 1 OF 1

FROM THE INTERSECTION OF PEAVINE ROAD AND CROMWELL LANE IN BLOCK 7, DRUID HILLS SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD ON JANUARY 25, 1972, PLAT BOOK 4, PAGE 50; THENCE, A BEARING OF N85°18'14" E AND A DISTANCE OF 190.05' TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTHERN R.O.W. OF PEAVINE ROAD; THENCE, A BEARING OF N 79°26'35" W AND A DISTANCE OF 1022.05' TO THE P.C. OF A CURVE; THENCE, LEAVING SAID R.O.W. AND ALONG SAID CURVE A CENTRAL ANGLE OF 89°57'48", A RADIUS OF 30.00', A TANGENT OF 29.98' AND A LENGTH OF 47.10' TO THE P.T. OF SAID CURVE ON THE EASTERN R.O.W. OF STONEHENGE DRIVE; THENCE, ALONG SAID R.O.W. A BEARING OF N 10°31'13" E AND A DISTANCE OF 205.05' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 27°00'34", A RADIUS OF 421.35', A TANGENT OF 101.19' AND A LENGTH OF 198.63' TO THE P.T. OF SAID CURVE; THENCE, LEAVING SAID R.O.W. A BEARING OF S 79°28'47" E AND A DISTANCE OF 278.71' TO A CORNER; THENCE, A BEARING OF N 12°06'14" E AND A DISTANCE OF 125.05' TO A POINT; THENCE, A BEARING OF S 79°28'47" E AND A DISTANCE OF 94.61' TO A CORNER; THENCE, A BEARING OF N 10°31'13" E AND A DISTANCE OF 328.07' TO A CORNER; THENCE, A BEARING OF N 04°03'36" E AND A DISTANCE OF 91.31' TO A CORNER; THENCE, A BEARING OF N 67°33'25" E AND A DISTANCE OF 380.00' TO A CORNER; THENCE, A BEARING OF S 22°26'35" E AND A DISTANCE OF 440.00' TO A CORNER; THENCE, A BEARING OF S 54°26'36" E AND A DISTANCE OF 280.00' TO A CORNER; THENCE, A BEARING OF S 10°33'25" W AND A DISTANCE OF 227.12' TO THE P.C. OF A CURVE ON THE WESTERN R.O.W. OF FAIRFIELD BOULEVARD; THENCE, ALONG SAID CURVE AND R.O.W. A CENTRAL ANGLE OF 31°56'11", A RADIUS OF 330.33', A TANGENT OF 94.52' AND A LENGTH OF 184.12' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 10°33'25" W AND A DISTANCE OF 258.14' TO THE P.C. OF A CURVE; THENCE, LEAVING SAID R.O.W. AND ALONG SAID CURVE A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 30.00', A TANGENT OF 30.00' AND A LENGTH OF 47.12' TO THE POINT OF BEGINNING CONTAINING IN ALL 20.56 ACRES MORE OR LESS.

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BOOK 1006 PAGE 2156

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL C-7
PAGE 1 OF 1

FROM THE INTERSECTION OF CATOOSA BLVD., KINGSBORO DRIVE AND WALDEN RIDGE DRIVE, BLOCK EIGHT, TRENT SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD FEBRUARY 20, 1987, NOTE BOOK 2, PAGE 122, PLAT BOOK 9, PAGE 164, A BEARING OF S 26°32'02" W AND A DISTANCE OF 965.56' TO THE POINT OF BEGINNING; SAID POINT BEING ON THE EASTERN R.O.W. OF CATOOSA BLVD.; THENCE, LEAVING SAID R.O.W. A BEARING OF S 83°37'04" E AND A DISTANCE OF 710.91' TO A CORNER; THENCE, A BEARING OF S 14°45'47" E AND A DISTANCE OF 954.10' TO A CORNER; THENCE, A BEARING OF N 88°54'52" W AND A DISTANCE OF 1,258.50' TO THE P.C. OF A CURVE ON THE EASTERN R.O.W. OF CATOOSA BLVD.; THENCE, ALONG SAID R.O.W. AND CURVE A CENTRAL ANGLE OF 06°52'26", A RADIUS OF 342.62', A TANGENT OF 20.58' AND A LENGTH OF 41.11' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 02°33'25" E AND A DISTANCE OF 376.78' TO A CORNER; THENCE, A BEARING OF N 06°07'13" W AND A DISTANCE OF 132.57' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 45°18'06", A RADIUS OF 281.53', A TANGENT OF 117.48' AND A LENGTH OF 222.60' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 47°51'31" E AND A DISTANCE OF 149.30' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 19°32'39", A RADIUS OF 494.51', A TANGENT OF 85.17' AND A LENGTH OF 168.68' TO THE POINT OF BEGINNING CONTAINING IN ALL 23.55 ACRES MORE OR LESS.

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BOOK 1006 PAGE 2157

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL C-8

PAGE 1 OF 1

BEGINNING FROM THE REAR COMMON CORNER OF LOTS 11 AND 12, BLOCK FOUR, LAKE CANTERBURY SUBDIVISION, AS FILED OF RECORD AUGUST 27, 1970, PLAT BOOK 3, PAGE 49, THENCE, ALONG THE EASTERN BOUNDARY OF LAKE CANTERBURY BLOCK FIVE A BEARING OF N 15°40'00" W AND A DISTANCE OF 281.86' TO A CORNER; THENCE, A BEARING OF N 33°32'35" W AND A DISTANCE OF 287.98' TO A CORNER ON THE SOUTHERN R.O.W. OF PEAVINE ROAD; THENCE, ALONG SAID R.O.W. A BEARING OF N 56°21'55" E AND A DISTANCE OF 1171.25' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 11°56'13", A RADIUS OF 921.50', A TANGENT OF 96.34' AND A LENGTH OF 191.98' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 68°18'08" E AND A DISTANCE OF 5.57' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 28°14'43", A RADIUS OF 362.45', A TANGENT OF 91.19', AND A LENGTH OF 362.45' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 83°27'09" E AND A DISTANCE OF 632.80' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 07°15'39", A RADIUS OF 1147.06', A TANGENT OF 72.78', AND A LENGTH OF 145.36' TO THE P.T. OF SAID CURVE; THENCE, LEAVING SAID R.O.W. AND ALONG LAKE SHORE TERRACE CONDOS BOUNDARY A BEARING OF S 22°15'38" W AND A DISTANCE OF 208.54' TO A CORNER; THENCE, LEAVING SAID BOUNDARY A BEARING OF S 49°28'30" W AND A DISTANCE OF 81.57' TO A CORNER; THENCE, A BEARING OF S 51°56'43" W AND A DISTANCE OF 458.27' TO A CORNER; THENCE, A BEARING OF S 69°28'01" E AND A DISTANCE OF 131.58' TO A POINT ON THE SHORE LINE OF LAKE CATHERINE; THENCE, ALONG SAID SHORE LINE THE FOLLOWING 5 COURSES AND DISTANCES:

| | | |
|---------------|---|---------|
| S 37°33'00" E | - | 277.00' |
| S 04°41'57" W | - | 258.52' |
| S 22°17'00" W | - | 145.00' |
| S 87°03'00" E | - | 110.00' |
| S 55°45'07" E | - | 101.77' |

TO A POINT ON THE BOUNDARY OF HICKORY COVE BLOCK ONE; THENCE, ALONG SAID BOUNDARY A BEARING OF S 31°02'59" E AND A DISTANCE OF 114.39' TO A CORNER; THENCE, A BEARING OF S 08°00'01" E AND A DISTANCE OF 97.59' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 01°46'23", A RADIUS OF 636.23', A TANGENT OF 9.84' AND A LENGTH OF 19.69' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 07°45'00" W AND A DISTANCE OF 258.77' TO A CORNER; THENCE, A BEARING OF S 37°42'53" W AND A DISTANCE OF 95.08' TO A CORNER ON THE NORTHERN BOUNDARY OF LAKE CANTERBURY BLOCK FOUR; THENCE, ALONG SAID BOUNDARY A BEARING OF N 51°18'25" W AND A DISTANCE OF 222.91' TO A CORNER; THENCE, A BEARING OF N 73°33'20" W AND A DISTANCE OF 1622.00' TO THE POINT OF BEGINNING CONTAINING IN ALL 53.565 ACRES MORE OR LESS.

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL C-10
PAGE 1 OF 1

FROM THE REAR COMMON LOT LINE OF LOTS 33 AND 34, BLOCK 2, NORTH HAMPTON SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD ON JUNE 13, 1984, PLAT BOOK 8, PAGE 280, A BEARING OF S 68°43'00" E AND A DISTANCE OF 1044.80' TO THE POINT OF BEGINNING; THENCE, A BEARING OF N 49°19'30" E AND A DISTANCE OF 843.86' TO A POINT; THENCE, A BEARING OF N 07°10'50" W AND A DISTANCE OF 1280.04' TO A POINT; THENCE, A BEARING OF S 74°55'53" E AND A DISTANCE OF 2273.65' TO A POINT; THENCE, A BEARING OF S 15°04'07" W AND A DISTANCE OF 174.93' TO A POINT; THENCE, A BEARING OF S 68°29'55" W AND A DISTANCE OF 1064.05' TO A POINT; THENCE, A BEARING OF S 57°47'40" W AND A DISTANCE OF 1820.03' TO A POINT; THENCE, A BEARING OF N 18°26'00" W AND A DISTANCE OF 316.23' TO THE POINT OF BEGINNING CONTAINING IN ALL 49.472 ACRES MORE OR LESS.

fairfield\document\c-10sche.doc

State of Tennessee, County of CUMBERLAND
Received for record the 05 day of
NOVEMBER 1997 at 4:12 PM. (RECH 185385)
Recorded in official records GENERAL IN
Book 1006 Page 2120-2159
Notebook 10 Page 361
State Tax \$.00 Clerks Fee \$.00,
Recording \$160.00, Total \$ 160.00,
Register of Deeds JUDY GRAHAM SWALLOWS
Deputy Register MARY LOU JACKSON

BOOK 1006 PAGE 2159

WHEREAS, pursuant to Article III, Section 1 of the 1997 Declaration, the Declarant and any Non-Declarant Developer (as said term is defined in the 1997 Declaration) have the right, privilege and option (but not the obligation) from time to time and at any time to subject to the provisions of the 1997 Declaration and the jurisdiction of the Club all or any portion of the Additional Property by filing with the Register of Deeds for Cumberland County, Tennessee, a Supplemental Declaration annexing such property;

WHEREAS, Article III, Section 2 of the 1997 Declaration provides that all portions of the Additional Property shall be subject to certain covenants more particularly described therein for the benefit of the Club and its Members, whether or not such Additional Property is made subject to the 1997 Declaration;

WHEREAS, the Declarant has adopted these Restrictive Covenants in order to subject the Additional Property to the covenants set forth in Article III, Section 2 of the 1997 Declaration; and

WHEREAS, the Club has agreed to the adoption of these Restrictive Covenants;

NOW, THEREFORE, the Declarant, as owner of the Additional Property, hereby subjects the Additional Property to the following covenants, conditions and restrictions, which covenants, conditions and restrictions shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the Additional Property, and their respective heirs, successors, successors in title and assigns.

1. Preamble. The Preamble set forth above is incorporated herein by this reference and made a part of these Restrictive Covenants.

2. Definitions. Unless otherwise defined herein, all capitalized terms used in these Restrictive Covenants and the Preamble hereto shall have the meanings set forth in the 1997 Declaration.

3. Restrictions on Use. No portion of the Additional Property shall be used as a manufacturing facility, incinerator, or for any type of use involving hazardous materials of any type or causing unreasonable noise or disturbance.

4. Green Belts. In the event (i) the Declarant or any Non-Declarant Developer sells or otherwise develops all or any portion of the Additional Property, (ii) such Additional Property has not been made subject to the 1997 Declaration, and (iii) such Additional Property is then contiguous with all or any portion of the Properties then subject to the 1997 Declaration, the Declarant or any Non-Declarant Developer shall reserve and transfer to the Club, at no cost to the Club, as undeveloped Common Area, an area sufficient to reasonably create a buffer zone or green belt between the existing contiguous Properties then subject to the 1997 Declaration and such Additional Property. The size of such reasonable buffer zone or green belt shall be determined based on the nature of the Properties contiguous to such Additional Property and the

use to which the transferee or Declarant or any Non-Declarant Developer plans to put such Additional Property and shall be subject to such usual and customary reserved easements for access, utilities and other purposes as are reasonably required for the normal intended use of such Additional Property by its owners, provided that use of such easements shall not materially alter the appearance or usefulness of such areas as greenbelts or buffer zones in separating such contiguous Properties from the Additional Property. The Declarant or any Non-Declarant Developer shall give the Club prior written notice identifying the area proposed to be so reserved and transferred. In the event the Club determines, based on the foregoing considerations, that such buffer zone or green belt proposed by the Declarant or any Non-Declarant Developer is insufficient, the Declarant or any Non-Declarant Developer shall offer such additional contiguous land as the Club shall reasonably request as additional buffer zone or green belt; provided, however, in such event the Club shall pay to the Declarant or any Non-Declarant Developer the lower of (a) the fair market value of such additional buffer zone or green belt property or (b) the value of such additional buffer zone or green belt property computed on the basis of the price at which the Declarant or any Non-Declarant Developer has offered to sell or otherwise transfer the Additional Property to a bona fide third party.

5. Enforcement. In the event of a violation or breach, or threatened violation or breach, of any of the covenants, conditions or restrictions set forth herein, the Club, Declarant, or any Member of the Club, jointly and severally, shall have the right to proceed at law or in equity to compel compliance with the terms and provisions of these Restrictive Covenants or to prevent a threatened violation or breach thereof. It is hereby declared that any breach of the terms and provisions of these Restrictive Covenants cannot be adequately compensated by a recovery of damages, and that the Club, Declarant, or any aggrieved Member, in addition to all other remedies, may require and shall be entitled to the remedy of injunction to restrain any such violation or breach or threatened violation or breach. In any action brought by the Club, Declarant or any Member to enforce the provisions of these Restrictive Covenants, the Club, Declarant, or the Member shall be entitled to recover, in addition to all other damages, all costs incurred in enforcing the terms and provisions of these Restrictive Covenants, including, without limitation, court costs and reasonable attorneys fees.

6. Covenants Running With the Land. The covenants, conditions, restrictions and other provisions contained herein shall constitute covenants running with the land and shall be binding upon all present and future owners of the Additional Property or any portion thereof.

7. Future Conveyances. Each and every future owner of all or any portion of the Additional Property, by acceptance of a deed therefor, acknowledges the validity of these Restrictive Covenants and their binding effect upon him regardless of whether or not express mention thereof is made in such deed or in any other conveyancing documents.

8. No Waiver of Default. No failure by the Club or the Declarant at any time or from time to time, to enforce and require the strict keeping and performance of any of the terms and conditions of these Restrictive Covenants shall be construed or act as a waiver of any such terms

or conditions at any future time and shall not prevent such party from insisting upon the strict keeping and performance of the same at any later time.

9. Severability. The provisions of these Restrictive Covenants are severable and the invalidity of one or more of said provisions shall not effect the validity or enforcement of any other provision.

10. Rescission, Modification, Amendment. These Restrictive Covenants may not be rescinded, modified or amended in whole or in part, except by an instrument in writing signed by the Club and the owner or owners of the affected Additional Property, and no such instrument shall take effect unless and until it is recorded in the Office of the Register of Deeds for Cumberland County, Tennessee.

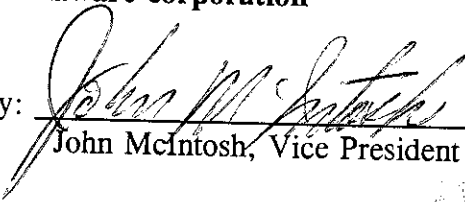
11. Construction. Titles or captions contained in these Restrictive Covenants are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of these Restrictive Covenants or the intent of any provision hereof. Whenever required by the context, the singular number shall include the plural and the gender of any pronoun shall include the other genders.

12. Effective Date. These Restrictive Covenants shall be effective upon recordation in the Office of the Register of Deeds for Cumberland County, Tennessee.

13. Term. These Restrictive Covenants shall terminate upon termination of the 1997 Declaration.

IN WITNESS WHEREOF, the undersigned Declarant has executed these Restrictive Covenants to be effective on the effective date as set forth hereinabove.

FAIRFIELD COMMUNITIES, INC.,
a Delaware corporation

By: 
John McIntosh, Vice President

[SIGNATURES CONTINUED ON FOLLOWING PAGE]



BOOK 1006 PAGE 2085

ACKNOWLEDGMENT

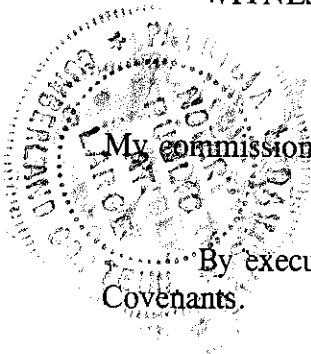
State of Tennessee)
) SS.
County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared John McIntosh, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a Vice President of Fairfield Communities, Inc., a Delaware corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and seal of office this 5th day of November, 1997.

Patricia L Davis
Notary Public

My commission expires: 4-7-99



By execution hereinbelow, the Club agrees to the adoption of the foregoing Restrictive Covenants.

**FAIRFIELD GLADE COMMUNITY CLUB,
a Tennessee nonprofit corporation**

By: Thomas Lawson
Thomas Lawson, President

Attest: Bill Carter
Bill Carter, Secretary

[SEAL]

SIGNATURES CONTINUED ON FOLLOWING PAGE]

BOOK 1006 PAGE 2086

ACKNOWLEDGMENT

State of Tennessee)
) SS.
County of Cumberland)

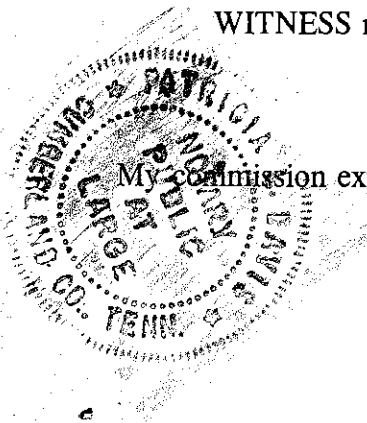
Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Thomas Lawson and Bill Carter, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the President and Secretary of Fairfield Glade Community Club, a Tennessee non profit corporation, and that they as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as such officers.

WITNESS my hand and seal of office this 5th day of November, 1997.

Patricia L Daws

Notary Public

My commission expires: 4-7-99



BOOK 1006 PAGE 2087

SCHEDULE "A"

ADDITIONAL PROPERTY

The following table identifies the Additional Property. The table is intended to include all of the undeveloped properties and Reserved Properties in the vicinity of Fairfield Glade owned by the Declarant as of the Effective Date of the 1997 Declaration. Legal descriptions for Parcels A-1 through A-5, A-28, B-1 through B-5, B-7, C-1 through C-8 and C10 are attached hereto. The remaining Parcels are described by reference to the recorded Plats on which such Parcels are shown. The Parcels identified as Parcels A-7 through A-27, A-29, A-30, B-6, B-8 and C-9 are depicted as Reserved Properties on the recorded Plats. The property identified as Parcel C-6 is an unplatted developed tract of land containing 20.56 acres. Parcel C-6 shall be deemed "Reserved Property" for purposes of this Exhibit and the 1997 Declaration.

All recording references are to the Register's Office of Cumberland County, Tennessee.

SCHEDULE "A" - ADDITIONAL PROPERTY

| PARCEL NUMBER | SUBDIVISION/ DESCRIPTION | BLOCK | PLAT BOOK | PAGE | ACRES | TYPE PROPERTY |
|---------------|------------------------------------|-------|-----------|------|---------|---------------|
| A-1 | NORTH OF WILSHIRE 1 | N/A | N/A | N/A | 251.52 | UNDEVELOPED |
| A-2 | SOUTH OF ROBIN HOOD PARK | N/A | N/A | N/A | 7.20 | UNDEVELOPED |
| A-3 | NORTH OF LANCASTER 4 | N/A | N/A | N/A | 17.88 | UNDEVELOPED |
| A-4 | NORTHEAST CORNER OF SITE | N/A | N/A | N/A | 1661.91 | UNDEVELOPED |
| A-5 | SOUTHERN PORTION OF SITE | N/A | N/A | N/A | 303.10 | UNDEVELOPED |
| A-6 | THIS LINE INTENTIONALLY LEFT BLANK | | | | | |
| A-7 | NORTH HAMPTON | 6 | 8 | 276 | 3.69 | RESERVED |
| A-8 | LAKE CANTERBURY | 1 | 3 | 31 | 1.06 | RESERVED |
| A-9 | LAKE CANTERBURY | 1 | 3 | 31 | 3.39 | RESERVED |
| A-10 | LAKE CANTERBURY | 5 | 8 | 62 | 6.97 | RESERVED |
| A-11 | LAKE CANTERBURY | 1 | 3 | 31 | 1.25 | RESERVED |
| A-12 | LAKE CATHERINE | 2 | 8 | 31 | 1.03 | RESERVED |
| A-13 | DRUID HILLS | 1 | 4 | 3 | 1.91 | RESERVED |
| A-14 | LAKE POMEROY | 3 | 5 | 61 | 7.49 | RESERVED |
| A-15 | LAKE POMEROY | 4 | 5 | 20 | 5.41 | RESERVED |
| A-16 | LAKE GLASTOWBURY | 1 | 5 | 6 | 2.71 | RESERVED |
| A-17 | DORCHESTER | 2 | 8 | 57 | 5.44 | RESERVED |
| A-18 | DORCHESTER | 3 | 8 | 58 | 4.22 | RESERVED |
| A-19 | DORCHESTER | 3 | 8 | 58 | 7.72 | RESERVED |
| A-20 | DORCHESTER | 6 | 8 | 89 | 5.86 | RESERVED |
| A-21 | DORCHESTER | 6 | 8 | 89 | 9.01 | RESERVED |
| A-22 | WINDSOR BLUFF | 4 | 5 | 90 | 10.07 | RESERVED |
| A-23 | ST. GEORGE | 5 | 6 | 45 | 0.37 | RESERVED |
| A-24 | ST. GEORGE | 3 | 6 | 28 | 7.56 | RESERVED |
| A-25 | LAKE POMEROY | 3 | 5 | 61 | 1.20 | RESERVED |
| A-26 | DORCHESTER | 2 | 8 | 57 | 1.09 | RESERVED |
| A-27 | WINDSOR BLUFF | 5 | 6 | 12 | 5.38 | RESERVED |
| A-28 | NORTH OF POMEROY 2 & 3 | N/A | N/A | N/A | 168.58 | UNDEVELOPED |
| A-29 | ST. GEORGE | 7 | 10 | 183 | 1.02 | RESERVED |
| A-30 | LAKE POMEROY | 1 | 5 | 5 | 5.63 | RESERVED |

2,509.66

SCHEDULE "A" - continued

| PARCEL NUMBER | SUBDIVISION/ DESCRIPTION | BLOCK | PLAT BOOK | PAGE | ACRES | TYPE PROPERTY |
|---------------|------------------------------------|-------|-----------|------|--------|---------------|
| B-1 | EAST OF FAIRWAY 6 ON STONEHENGE | N/A | N/A | N/A | 20.43 | UNDEVELOPED |
| B-2 | NORTHWESTERN CORNER OF PROPERTY | N/A | N/A | N/A | 69.68 | UNDEVELOPED |
| B-3 | SOUTH & SOUTHEAST OF PEAVINE CEME' | N/A | N/A | N/A | 11.38 | UNDEVELOPED |
| B-4 | NORTH EAST OF H.H. MNT.BLDG. | N/A | N/A | N/A | 6.91 | UNDEVELOPED |
| B-5 | EAST OF N HAMPTON BLOCKS 2&3 | N/A | N/A | N/A | 86.65 | UNDEVELOPED |
| B-6 | LAKE GLASTOWBURY | 2 | 5 | 21 | 8.36 | RESERVED |
| B-7 | EAST HEATHERHURST PRO SHOP | N/A | N/A | N/A | 41.65 | UNDEVELOPED |
| B-8 | LAKE GLASTOWBURY | 3 | 5 | 65 | 31.72 | RESERVED |
| | | | | | 203.42 | |

| PARCEL NUMBER | SUBDIVISION/ DESCRIPTION | BLOCK | PLAT BOOK | PAGE | ACRES | TYPE PROPERTY |
|---------------|-----------------------------------|-------|-----------|------|--------|---------------|
| C-1 | NORTH OF VILLAGE GREEN MALL | N/A | N/A | N/A | 18.83 | UNDEVELOPED |
| C-2 | SOUTH OF OAK KNOLL TIMESHARE | N/A | N/A | N/A | 6.35 | UNDEVELOPED |
| C-3 | WEST OF STONEHENGE PRO SHOP | N/A | N/A | N/A | 16.64 | UNDEVELOPED |
| C-4 | SE OF STONEHENGE PRO SHOP | N/A | N/A | N/A | 12.58 | UNDEVELOPED |
| C-5 | NW OF PEAVINE & CATOOSA INTERSECT | N/A | N/A | N/A | 12.64 | UNDEVELOPED |
| C-6 | LODGE, SALES, SASSAFRASS, & ADMN | N/A | N/A | N/A | 20.56 | RESERVED |
| C-7 | EAST /VILLAGE & CATOOSA INTR | N/A | N/A | N/A | 23.55 | UNDEVELOPED |
| C-8 | WEST OF LAKE CATHERINE | N/A | N/A | N/A | 53.57 | UNDEVELOPED |
| C-9 | LAKE CATHERINE | 3 | 10 | 179 | 1.29 | RESERVED |
| C-10 | EAST OF N HAMPTON BLOCKS 2&3 | N/A | N/A | N/A | 49.47 | UNDEVELOPED |
| | | | | | 215.49 | |

TOTAL ACRES 2,928.57

BOOK 1006 PAGE 2090

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL A-1
PAGE 1 OF 4

FROM THE INTERSECTION OF ROBINHOOD COURT AND ROBINHOOD LANE, BLOCK ONE, WILSHIRE SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD MARCH 14, 1970, A BEARING OF N 16° 30' 14" W AND A DISTANCE OF 217.37' TO THE POINT OF BEGINNING; SAID POINT BEING ON THE BOUNDARY OF WILSHIRE BLOCK ONE; THENCE, ALONG SAID BOUNDARY THE FOLLOWING 4 COURSES AND DISTANCES:

| | | |
|-----------------|---|---------|
| N 51° 37' 20" W | - | 330.00' |
| N 10° 49' 38" W | - | 246.86' |
| N 85° 58' 16" W | - | 320.00' |
| S 20° 02' 00" W | - | 107.23' |

TO THE P.C. OF A CURVE ON THE NORTHERN R.O.W. OF ROBINHOOD COURT; THENCE, ALONG SAID R.O.W. AND CURVE A CENTRAL ANGLE OF 93° 45' 53", A RADIUS OF 50.00', A TANGENT OF 53.40' AND A LENGTH OF 81.83' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 93° 45' 53", A RADIUS OF 50.00', A TANGENT OF 53.40', AND A LENGTH OF 81.83' TO THE P.T. OF SAID CURVE; THENCE, LEAVING SAID R.O.W. THE FOLLOWING 5 COURSES AND DISTANCES:

| | | |
|-----------------|---|---------|
| S 03° 59' 19" W | - | 87.28' |
| S 51° 37' 21" E | - | 265.00' |
| S 55° 01' 51" W | - | 360.24' |
| S 51° 38' 19" E | - | 100.00' |
| S 38° 20' 49" W | - | 105.64' |

TO THE P.C. OF A CURVE ON THE NORTHERN R.O.W. OF GROUSE COURT; THENCE, ALONG SAID R.O.W. AND CURVE A CENTRAL ANGLE OF 106° 26' 26", A RADIUS OF 50.00', A TANGENT OF 66.89' AND A LENGTH OF 92.89' TO THE P.T. OF SAID CURVE; THENCE, LEAVING SAID R.O.W. A BEARING OF S 32° 38' 29" W AND A DISTANCE OF 75.55' TO A CORNER; SAID CORNER BEING ON THE BOUNDARY OF FAIRFIELD GLADE AND SINGLETON PROPERTY; THENCE, ALONG SAID BOUNDARY A BEARING OF N 04° 18' 51" E AND A DISTANCE OF 233.79' TO A CORNER; THENCE, A BEARING OF N 86° 12' 35" W AND A DISTANCE OF 200.47' TO A CORNER; THENCE, A BEARING OF N 01° 26' 41" W AND A DISTANCE OF 961.95' TO A CORNER; THENCE,, A BEARING OF N 86° 12' 34" W AND A DISTANCE OF 2,114.40' TO A CORNER; SAID CORNER BEING THE COMMON CORNER OF FAIRFIELD GLADE, SINGLETON PROPERTY AND THE STATE OF TENNESSEE (CATOOSA WILDLIFE MANAGEMENT AREA); THENCE, LEAVING SINGLETON PROPERTY AND ALONG FAIRFIELD GLADE PROPERTY AND STATE OF TENNESSEE PROPERTY BOUNDARY A BEARING OF N 04° 55' 42" E AND A DISTANCE OF 3,035.71' TO A CORNER; THENCE, LEAVING SAID BOUNDARY A BEARING OF S 55° 05' 41" E AND A DISTANCE OF 245.74' TO A CORNER; SAID CORNER BEING ON THE BOUNDARY OF FAIRWAYS 4, 5 AND 6 HEATHERHURST GOLF COURSE; THENCE, ALONG SAID BOUNDARY THE FOLLOWING 29 COURSES AND DISTANCES:

| | | |
|-----------------|---|---------|
| S 02° 22' 30" W | - | 106.82' |
| S 28° 14' 14" E | - | 103.37' |
| S 73° 41' 52" E | - | 161.34' |
| S 57° 32' 33" E | - | 151.51' |
| S 25° 17' 42" E | - | 169.66' |
| S 03° 09' 24" E | - | 163.19' |
| S 22° 16' 30" E | - | 185.00' |

BOOK 1006 PAGE 2091

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL A-1
PAGE 2 OF 4

| | |
|-------------------|-----------|
| S 27° 21' 45" E - | 125.33' |
| S 29° 18' 13" E - | 64.14' |
| S 73° 36' 21" E - | 83.02' |
| N 87° 48' 03" E - | 76.45' |
| S 76° 24' 13" E - | 98.90' |
| S 75° 01' 42" E - | 103.28' |
| S 67° 44' 39" E - | 103.34' |
| S 60° 46' 46" E - | 87.30' |
| S 59° 35' 42" E - | 109.58' |
| S 78° 03' 55" E - | 84.58' |
| S 64° 48' 52" E - | 97.07' |
| S 53° 30' 46" E - | 98.30' |
| S 48° 20' 52" E - | 82.49' |
| S 82° 54' 15" E - | 77.81' |
| S 59° 24' 28" E - | 67.47' |
| S 51° 27' 55" E - | 89.36' |
| N 82° 11' 09" E - | 119.91' |
| N 43 18' 02" E - | 93.84' |
| N 32° 15' 08" E - | 64.18' |
| N 37° 30' 48" E - | 156.34' |
| N 47° 37' 01" W | - 137.57' |
| N 44° 42' 42" E - | 260.85' |

TO THE P.C. OF A CURVE ON THE CENTER LINE OF FOREST HILL DRIVE; THENCE, ALONG SAID CURVE AND CENTER LINE A CENTRAL ANGLE OF 21°21'37", A RADIUS OF 414.30', A TANGENT OF 78.13' AND A LENGTH OF 154.45' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 53° 49' 07", A RADIUS OF 282.82', A TANGENT OF 143.54' AND A LENGTH OF 265.66' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 37° 50' 45"E AND A DISTANCE OF 109.17' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 20° 26' 06", A RADIUS OF 1180.90', A TANGENT OF 212.85' AND A LENGTH OF 421.18' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 04° 25' 31" A RADIUS OF 1180.89', A TANGENT OF 45.63' AND A LENGTH OF 70.40' TO THE P.T. OF SAID CURVE; THENCE, LEAVING SAID CENTER LINE A BEARING OF S 37° 02' 09" E AND A DISTANCE OF 31.94' TO A POINT ON THE EASTERN R.O.W. OF FOREST HILL DRIVE; THENCE, LEAVING SAID R.O.W. THE FOLLOWING 35 COURSES AND DISTANCES:

| | |
|-------------------|-----------|
| S 79° 16' 35" E - | 57.30' |
| S 10° 41' 38" E - | 171.72' |
| S 32° 28' 42" E - | 72.39' |
| S 71° 09' 37" E - | 83.66' |
| N 84° 07' 26" E - | 27.62' |
| N 55° 45' 38" E - | 106.11' |
| N 08° 46' 04" E - | 102.81' |
| N 13° 17' 35" W | - 220.68' |
| N 30° 27' 40" W | - 135.89' |
| N 10° 34' 07" W | - 176.81' |
| N 73° 13' 17" E - | 141.80' |

BOOK 1006 PAGE 2092

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL A-1

PAGE 3 OF 4

| | | |
|-------------------|---------|---------|
| N 69° 33' 33" E - | 167.04' | |
| N 72° 34' 27" E - | 86.61' | |
| N 65° 09' 46" E - | 141.63' | |
| N 74° 01' 05" E - | 115.46' | |
| N 85° 29' 32" E - | 84.80' | |
| S 75° 12' 45" E - | 144.70' | |
| S 66° 30' 48" E - | 259.43' | |
| S 79° 12' 42" E - | 133.03' | |
| S 13° 04' 12" W | - | 175.42' |
| S 75° 19' 28" W | - | 200.19' |
| S 64° 36' 25" W | - | 285.41' |
| S 32° 55' 52" W | - | 227.74' |
| S 37° 30' 13" W | - | 138.84' |
| S 22° 31' 49" W | - | 260.83' |
| S 20° 42' 38" W - | 23.07' | |
| S 21° 19' 08" W - | 70.74' | |
| S 33° 00' 46" W | - | 104.15' |
| S 06° 11' 36" E - | 81.82' | |
| S 77° 51' 42" E - | 72.17' | |
| N 54° 01' 17" E - | 73.49' | |
| N 31° 14' 36" E - | 114.89' | |
| N 52° 02' 08" E - | 128.07' | |
| N 46° 43' 26" E - | 139.45' | |
| S 25° 30' 00" E - | 195.24' | |

TO THE P.C. OF A CURVE ON THE NORTHWEST R.O.W. OF FOREST HILLS DRIVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 33° 00' 41", A RADIUS OF 235.38', A TANGENT OF 69.75' AND A LENGTH OF 135.61' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 59° 20' 19", A RADIUS OF 200.06', A TANGENT OF 113.97' AND A LENGTH OF 207.19' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 43° 30' 20" E AND A DISTANCE OF 211.21' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 62° 54' 39", A RADIUS OF 400.98', A TANGENT OF 245.29' AND A LENGTH OF 440.28' TO A POINT; THENCE, A BEARING OF S 73° 35' 00" E AND A DISTANCE OF 91.04' TO THE P.C. OF A CURVE ; THENCE, LEAVING SAID R.O.W. AND ALONG SAID CURVE A CENTRAL ANGLE OF 99° 38' 58", A RADIUS OF 25.00', A TANGENT OF 29.61' AND A LENGTH OF 43.48' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE ON THE WESTERN R.O.W. OF STONEHENGE DRIVE; THENCE, ALONG SAID CURVE AND R.O.W. A CENTRAL ANGLE OF 10° 15' 38", A RADIUS OF 496.48', A TANGENT OF 44.57' AND A LENGTH OF 88.91' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 29° 56' 05", A RADIUS OF 344.06', A TANGENT OF 91.98' AND A LENGTH OF 179.76' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 25° 54' 52", A RADIUS OF 582.47', A TANGENT OF 134.02' AND A LENGTH 263.44' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 21° 02' 56" W AND A DISTANCE OF 140.41' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 40° 06' 50", A RADIUS OF 303.90', A TANGENT OF 110.95' AND A LENGTH OF 212.77' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 19° 03' 56" E AND A DISTANCE OF 147.86' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE, A CENTRAL ANGLE OF 32° 52' 50", A RADIUS OF 395.75', A TANGENT OF 116.78' AND A LENGTH OF 227.11' TO THE P.T. OF SAID

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL A-1
PAGE 4 OF 4

CURVE; THENCE, A BEARING OF S 13° 48' 54" W AND A DISTANCE OF 17.57' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE, A CENTRAL ANGLE OF 34° 41' 19", A RADIUS OF 372.29', A TANGENT OF 116.27' AND A LENGTH OF 225.39' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 48° 30' 13" W AND A DISTANCE OF 78.61' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 24° 08' 59", A RADIUS OF 904.92', A TANGENT OF 193.58' AND LENGTH OF 381.42' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 72° 39' 12" W AND A DISTANCE OF 75.03' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 56° 13' 26", A RADIUS OF 404.38', A TANGENT OF 216.03' AND A LENGTH OF 396.81' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 16° 25' 46" W AND A DISTANCE OF 123.81' TO THE P.T. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 15° 34' 4", A RADIUS OF 487.37', A TANGENT OF 66.66' AND A LENGTH OF 132.49' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 29° 06' 42", A RADIUS OF 302.47', A TANGENT OF 78.54' AND A LENGTH OF 153.69' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 02° 53' 37" W AND A DISTANCE OF 30.69' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 33° 59' 51", A RADIUS OF 793.85', A TANGENT OF 242.69' AND A LENGTH OF 471.05' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 31° 06' 14" E AND A DISTANCE OF 8.29' TO A POINT; THENCE, LEAVING SAID R.O.W. THE FOLLOWING 7 COURSES AND DISTANCES:

| | | |
|-------------------|---------|---------|
| S 58° 53' 46" W | - | 86.69' |
| S 86° 39' 21" W | - | 50.00' |
| S 63° 39' 40" W | - | 341.45' |
| N 26° 20' 19" W | - | 204.40' |
| S 63° 39' 40" W | - | 286.60' |
| S 26° 20' 19" E - | 593.96' | |
| S 20° 02' 03" W | - | 114.57' |

TO THE POINT OF BEGINNING CONTAINING IN ALL 251.52 ACRES MORE OR LESS.

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BOOK 1006 PAGE 2094

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL A-2
PAGE 1 OF 1

FROM THE INTERSECTION OF SNEAD DRIVE AND SNEAD TERRACE, PARTIAL REPLAT BLOCK THREE, LAKE CATHERINE SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD OCTOBER 15, 1986, NOTE BOOK Z, PAGE 95, PLAT BOOK 9, PAGE 151, A BEARING OF N 47°16'30" W AND A DISTANCE OF 191.71' TO THE POINT OF BEGINNING: SAID POINT BEING ON THE SOUTHWEST R.O.W. OF SNEAD DRIVE; THENCE, ALONG SAID R.O.W. A BEARING OF S 38°16'19" E AND A DISTANCE OF 296.47' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 55°50'13", A RADIUS OF 630.52', A LENGTH OF 614.47' AND A TANGENT OF 334.10' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 17°33'54" W AND A DISTANCE OF 188.07' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 57°58'53", A RADIUS OF 25.00', A TANGENT OF 13.85' AND A LENGTH OF 25.30' TO THE P.T. OF SAID CURVE ON THE NORTHERN R.O.W. OF ANGLEWOOD DRIVE; THENCE, ALONG SAID R.O.W. A BEARING OF S 75°32'47" W AND A DISTANCE OF 216.40' TO THE P.C. OF A CURVE; THENCE, LEAVING SAID R.O.W. AND ALONG SAID CURVE A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 25.00', A TANGENT OF 25.00', AND A LENGTH OF 39.27' TO A POINT ON THE BOUNDARY OF WOODLANDS TOWNHOMES; THENCE, ALONG SAID BOUNDARY A BEARING OF N 14°27'13" W AND A DISTANCE OF 115.00' TO A CORNER; THENCE, A BEARING OF N 75°32'47" E AND A DISTANCE OF 150.00' TO A CORNER; THENCE, A BEARING OF N 20°27'13" W AND A DISTANCE OF 286.26' TO A CORNER ON THE SHORE LINE OF LAKE CATHERINE; THENCE, ALONG SAID SHORE LINE THE FOLLOWING 6 COURSES AND DISTANCES:

| | | |
|---------------|---|---------|
| N 63°11'40" E | - | 63.29' |
| N 02°37'04" W | - | 67.89' |
| N 57°36'07" W | - | 135.06' |
| N 45°44'37" W | - | 77.58' |
| N 37°37'51" W | - | 219.30' |
| N 32°42'03" E | - | 228.25' |

TO A CORNER; THENCE, LEAVING SAID SHORE LINE A BEARING OF N 73°29'41" E AND A DISTANCE OF 140.69' TO THE POINT OF BEGINNING CONTAINING IN ALL 7.195 ACRES MORE OR LESS.

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BOOK 1006 PAGE 2095

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL A-3

PAGE 1 OF 1

FROM THE INTERSECTION OF STONEHENGE DRIVE AND FOREST HILL DRIVE, BLOCK ONE, FOREST HILL SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD AUGUST 1, 1989, NOTE BOOK 3, PAGE 411, PLAT BOOK 9, PAGE 256, A BEARING OF N 45° 52' 05" E AND A DISTANCE OF 234.21' TO THE POINT OF BEGINNING; SAID POINT BEING THE EASTERN MOST CORNER ON THE BOUNDARY OF FOREST HILL BLOCK ONE, ON THE NORTHWEST R.O.W. OF STONEHENGE DRIVE; THENCE, LEAVING SAID R.O.W. AND ALONG SAID BOUNDARY A BEARING OF N 65° 07' 36" W AND A DISTANCE OF 442.81' TO A CORNER; THENCE, A BEARING OF N 16° 39' 38" E AND A DISTANCE OF 45.12' TO A CORNER; THENCE, A BEARING OF N 86° 50' 02" E AND A DISTANCE OF 279.70' TO A CORNER; THENCE, A BEARING OF N 70° 35' 39" E AND A DISTANCE OF 186.60 TO A CORNER; THENCE, A BEARING OF N 01°55'06" W AND A DISTANCE OF 242.05' TO A CORNER; THENCE, A BEARING OF N 11°33'12" E AND A DISTANCE OF 50.04' TO A CORNER; THENCE, A BEARING OF N 25°17'54"E AND A DISTANCE OF 262.72' TO A CORNER; THENCE, A BEARING OF N 04°21'04"E AND A DISTANCE OF 10.00' TO A CORNER ON THE BOUNDARY OF FAIRFIELD GLADE AND THE STATE OF TENNESSEE (CATOOSA WILDLIFE MANAGEMENT AREA); THENCE, ALONG SAID BOUNDARY A BEARING OF S 85° 38' 56" E AND A DISTANCE OF 111.05' TO A CORNER; THENCE, LEAVING SAID BOUNDARY A BEARING OF S 04° 21' 04" W AND A DISTANCE OF 317.69' TO A CORNER; THENCE, A BEARING OF S 85° 38' 56" E AND A DISTANCE OF 600.00' TO A CORNER; THENCE, A BEARING OF N 04° 21' 04" E AND A DISTANCE OF 317.69' TO A CORNER ON THE BOUNDARY OF FAIRFIELD GLADE AND THE STATE OF TENNESSEE (CATOOSA WILDLIFE MANAGEMENT AREA); THENCE, ALONG SAID BOUNDARY A BEARING OF S 86° 38' 56" E AND A DISTANCE OF 127.11 TO A CORNER; THENCE, A BEARING OF S 86° 29' 56" E AND A DISTANCE OF 182.52' TO A CORNER; THENCE, LEAVING SAID BOUNDARY AND ALONG BOUNDARY OF LANCASTER BLOCK SIX A BEARING OF S 03° 30' 04" W AND A DISTANCE OF 155.00' TO A CORNER; THENCE, A BEARING OF N 86° 29' 56" W AND A DISTANCE OF 61.83' TO A CORNER; THENCE, A BEARING OF S 03° 30' 04" W AND A DISTANCE OF 172.22' TO A CORNER; THENCE, A BEARING OF S 86° 29' 56" E AND A DISTANCE OF 229.00' TO A CORNER; THENCE, A BEARING OF S 41° 58' 45" W AND A DISTANCE OF 268.00' TO A CORNER; THENCE, A BEARING OF S 06° 51' 08" E AND A DISTANCE OF 356.37' TO A CORNER ON THE NORTHERN R.O.W. OF STONEHENGE DRIVE; THENCE, LEAVING SAID BOUNDARY AND ALONG SAID R.O.W. A BEARING OF N 70° 34' 22" W AND A DISTANCE OF 304.86' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 25° 38' 35", A RADIUS OF 1,238.32', A TANGENT OF 281.83' AND A LENGTH OF 554.22' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 83° 47' 03" W AND A DISTANCE OF 327.63' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 09° 01' 27", A RADIUS OF 324.39', A TANGENT OF 25.60' AND A LENGTH OF 51.09' TO THE POINT OF BEGINNING CONTAINING IN ALL 17.875 ACRES MORE OR LESS.

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BOOK 1006 PAGE 2096

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL A-4
PAGE 1 OF 4

BEGINNING FROM THE REAR COMMON CORNER OF LOTS ONE AND TWO, BLOCK SEVEN REPLAT, LANCASTER SUBDIVISION, FAIRFIELD GLADE, TN, AS FILED OF RECORD SEPTEMBER 27, 1990, NOTE BOOK 5, PAGE 116, PLAT BOOK 9, PAGE 294, THENCE, ALONG THE EAST BOUNDARY OF SAID SUBDIVISION A BEARING OF N 38°33'29" E AND A DISTANCE OF 520.50' TO A CORNER; THENCE, A BEARING OF N 55°33'55" E AND A DISTANCE OF 365.87' TO A CORNER; THENCE, A BEARING OF N 05°03'14" E AND A DISTANCE OF 342.65' TO A CORNER; SAID CORNER BEING ON THE BOUNDARY OF FAIRFIELD GLADE AND THE STATE OF TENNESSEE (CATOOSA WILDLIFE MANAGEMENT AREA); THENCE ALONG SAID BOUNDARY THE FOLLOWING 8 COURSES AND DISTANCES:

| | | |
|---------------|---|-----------|
| S 86°57'04" E | - | 6,080.68' |
| S 87°16'25" E | - | 2,506.40' |
| S 02°53'24" W | - | 1,189.44' |
| S 02°53'16" W | - | 945.89' |
| S 02°53'25" W | - | 1,124.85' |
| S 02°52'52" W | - | 1,047.95' |
| S 02°55'10" W | - | 2,637.41' |
| S 03°06'03" W | - | 1,187.00' |

TO A CORNER, THENCE LEAVING SAID BOUNDARY THE FOLLOWING 8 COURSES AND DISTANCES:

| | | |
|---------------|---|-----------|
| N 82°44'25" W | - | 1,715.71' |
| S 57°52'31" W | - | 469.99' |
| S 77°20'52" W | - | 656.89' |
| S 44°24'32" W | - | 1,837.89' |
| S 65°59'15" W | - | 882.42' |
| S 87°14'16" W | - | 598.57' |
| S 00°57'26" W | - | 1,659.25' |
| S 00°10'39" E | - | 480.75' |

TO A CORNER ON THE EASTERN BOUNDARY OF BERKSHIRE FOREST, BLOCK ONE, THENCE, WITH SAID BOUNDARY THE FOLLOWING 6 COURSES AND DISTANCES:

| | | |
|---------------|---|---------|
| S 89°48'42" W | - | 476.81' |
| N 28°48'39" W | - | 114.13' |
| N 45°25'06" W | - | 96.88' |
| N 82°27'38" W | - | 137.19' |
| S 48°21'59" W | - | 301.04' |
| S 63°00'49" W | - | 235.72' |

TO A CORNER ON THE EASTERN R.O.W. OF REBEL RUN; THENCE, CROSSING SAID R.O.W. A BEARING OF N 72°48'01" W AND A DISTANCE OF 64.00' TO THE P.C. OF A CURVE ON THE WESTERN R.O.W. OF REBEL RUN; THENCE, ALONG SAID R.O.W. AND CURVE A CENTRAL ANGLE OF 05°26'35", A RADIUS OF 157.47', A TANGENT OF 7.49' AND A LENGTH OF 14.96' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 22°38'34" W AND A DISTANCE OF 14.62' TO THE P.C. OF A CURVE; THENCE ALONG SAID CURVE A CENTRAL ANGLE OF 05°38'32", A RADIUS OF 306.60', A TANGENT OF 15.11' AND A LENGTH OF 30.19' TO THE P.T. OF SAID CURVE; THENCE, LEAVING SAID R.O.W. THE FOLLOWING 6 COURSES AND DISTANCES:

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL A-4
PAGE 2 OF 4

| | |
|-----------------|-----------|
| N 61°42'53" W - | 93.73' |
| S 37°30'56" W - | 18.21' |
| N 88°19'54" W - | 97.34' |
| S 72°47'26" W - | 127.68' |
| S 68°02'10" W - | 77.17' |
| S 50°53'00" W - | 1,239.90' |

TO A POINT ON THE FAIRFIELD GLADE AND LEWIS BOUNDARY; THENCE, ALONG SAID BOUNDARY A BEARING OF N 14°13'58" W AND A DISTANCE OF 1447.27' TO A CORNER; THENCE, LEAVING SAID BOUNDARY THE FOLLOWING 12 COURSES AND DISTANCES:

| | |
|-----------------|---------|
| N 75°02'25" E - | 350.00' |
| N 14°57'35" W - | 507.03' |
| N 12°57'31" W - | 120.23' |
| N 19°09'53" W - | 249.34' |
| N 32°09'49" W - | 230.10' |
| N 08°03'13" W - | 24.08' |
| N 12°46'43" W - | 98.91' |
| N 12°03'11" W - | 269.27' |
| N 15°40'20" W - | 221.40' |
| N 14°24'24" W - | 96.70' |
| N 08°14'00" W - | 39.30' |
| N 03°04'26" W - | 144.61' |

TO A POINT ON THE EASTERN BOUNDARY OF NORTH HAMPTON BLOCK ONE; THENCE, ALONG THE EASTERN BOUNDARY LINES OF NORTH HAMPTON BLOCKS ONE THRU THREE THE FOLLOWING 15 COURSES AND DISTANCES:

| | |
|------------------|---------|
| N 26°026'38" E - | 794.82' |
| N 02°18'14" W - | 348.28' |
| N 59°02'49" E - | 326.86' |
| N 07°32'05" E - | 722.12' |
| N 76°34'04" W - | 667.25' |
| N 48°02'31" W - | 146.58' |
| N 00°50'46" W - | 474.05' |
| N 36°08'13" E - | 434.18' |
| N 04°48'36" W - | 739.96' |
| N 37°02'47" E - | 649.00' |
| N 34°42'27" W - | 296.81' |
| N 34°47'14" W - | 275.18' |
| N 45°42'06" E - | 693.02' |
| N 21°52'25" W - | 147.63' |
| N 62°07'21" E - | 449.12' |

TO THE A POINT ON THE EASTERN BOUNDARY OF RICHMOND HILLS BLOCK ONE; THENCE, ALONG THE EASTERN BOUNDARY LINES OF RICHMOND HILLS BLOCK ONE AND TWO THE FOLLOWING 4 COURSES AND DISTANCES:

| | |
|-----------------|---------|
| N 69°00'00" E - | 190.59' |
|-----------------|---------|

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL A-4

PAGE 3 OF 4

N 47°47'43" E - 655.84'
 N 74°40'09" E - 773.95'
 N 35°04'04" E - 1,470.83'

TO A POINT ON THE WESTERN R.O.W. OF CATOOSA BOULEVARD; THENCE, LEAVING SAID R.O.W. A BEARING OF N 19°05'26" E AND A DISTANCE OF 30.00' TO THE P.C. OF A CURVE ON THE CENTER LINE OF CATOOSA BLVD.; THENCE, ALONG SAID CURVE AND CENTER LINE A CENTRAL ANGLE OF 06°28'21", A RADIUS OF 440.72', A TANGENT OF 24.92' AND A DISTANCE OF 49.79' TO THE P.T. OF SAID CURVE; THENCE, LEAVING SAID CENTERLINE A BEARING OF N 09°27'44" E AND A DISTANCE OF 30.72' TO A POINT; THENCE, A BEARING OF N 12°50'59" E AND A DISTANCE OF 147.00' TO A POINT; THENCE, A BEARING OF N 64°38'43" W AND A DISTANCE OF 155.00' TO THE P.C. OF A CURVE ON THE CENTER LINE OF RICHMOND HILLS DRIVE; THENCE, A LONG SAID CURVE AND CENTER LINE A CENTRAL ANGLE OF 02°43'08", A RADIUS OF 536.82', A TANGENT OF 12.74' AND A LENGTH OF 25.47' TO THE P.T. OF SAID CURVE; THENCE, LEAVING SAID CENTER LINE A BEARING OF N 67°21'51" W AND A DISTANCE OF 25.00' TO A POINT ON THE WESTERN R.O.W. OF RICHMOND DRIVE; THENCE, LEAVING SAID R.O.W. A BEARING OF N 54°55'56" W AND A DISTANCE OF 245.94' TO A POINT; THENCE, A BEARING OF N 27°30'39" W AND A DISTANCE OF 221.78' TO A POINT ON THE SOUTHERN BOUNDARY OF LANCASTER BLOCK 10; THENCE, ALONG SAID BOUNDARY THE FOLLOWING 10 COURSES AND DISTANCES:

N 56°57'30" E - 392.75'
 N 07°24'29" E - 204.60'
 N 42°13'28" W - 230.19'
 S 56°57'30" W - 463.18'
 N 46°41'18" W - 331.05'
 N 18°26'54" W - 176.25'
 N 00°20'39" W - 118.54'
 N 15°16'33" W - 145.05'
 N 31°53'42" W - 135.32'
 S 50°05'10" W - 159.96'

TO A POINT ON THE EASTERN R.O.W. OF CATOOSA BLVD.; THENCE, LEAVING SAID R.O.W. A BEARING OF S 66°40'47" W AND A DISTANCE OF 30.00' TO THE P.C. OF A CURVE ON THE CENTER LINE OF CATOOSA BLVD.; THENCE, ALONG SAID CURVE AND CENTER LINE A CENTRAL ANGLE OF 64°07'33", A RADIUS OF 175.00', A TANGENT OF 109.62' AND A LENGTH OF 195.86' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 87°26'46" W AND A DISTANCE OF 530.95' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 14°40'51", A RADIUS OF 205.64', A TANGENT OF 26.49' AND A LENGTH OF 52.69' TO THE P.T. OF SAID CURVE; THENCE, LEAVING SAID CENTER LINE THE FOLLOWING 5 COURSES AND DISTANCES:

S 85°12'48" W - 52.55'
 N 12°07'37" W - 248.20'
 S 62°06'11" W - 190.99'
 S 30°18'18" W - 263.37'
 S 43°05'26" E - 152.04'

BOOK 1006 PAGE 2099

TO A POINT ON THE NORTHERN R.O.W. OF CATOOSA BLVD.; THENCE, LEAVING SAID R.O.W.

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL A-4
PAGE 4 OF 4

THE FOLLOWING 17 COURSES AND DISTANCES:

| | | |
|---------------|---|---------|
| S 19°49'41" E | - | 62.26' |
| N 48°19'01" W | - | 39.34' |
| N 72°39'10" W | - | 101.61' |
| N 76°30'55" W | - | 133.68' |
| N 76°07'41" W | - | 158.70' |
| N 76°30'16" W | - | 121.84' |
| N 79°45'32" W | - | 139.94' |
| N 61°48'39" W | - | 98.52' |
| N 23°14'03" E | - | 57.57' |
| N 23°04'02" W | - | 91.20' |
| S 69°01'38" W | - | 90.99' |
| S 84°04'42" W | - | 66.41' |
| S 60°15'16" W | - | 111.68' |
| S 65°05'23" W | - | 120.74' |
| S 71°25'41" W | - | 167.76' |
| S 74°33'14" W | - | 142.78' |
| N 05°54'55" W | - | 83.15' |

TO THE POINT OF BEGINNING CONTAINING IN ALL 1,798.042 ACRES MORE OR LESS MINUS 136.13 ACRES DESIGNATED AS PARCELS B-5 AND C-10 AS REFLECTED ON EXHIBIT "B" - ADDITIONAL PROPERTIES EQUALS 1661.912 ACRES MORE OR LESS.

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BOOK 1006 PAGE 2100

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL A-5
PAGE 1 OF 2

FROM THE INTERSECTION OF WESTCHESTER DRIVE, SCARBOROUGH DRIVE AND MACDUFF DRIVE, BLOCK SEVEN, DORCHESTER SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD APRIL 06, 1979, PLAT BOOK 8, PAGE 90, A BEARING OF S 10°34'25"W AND A DISTANCE OF 390.52' TO POINT OF BEGINNING; SAID POINT BEING ON THE SOUTHERN BOUNDARY OF DORCHESTER BLOCK SEVEN; THENCE, LEAVING SAID BOUNDARY A BEARING OF N 60°46'07"E AND A DISTANCE OF 837.61' TO A CORNER ON THE WESTERN BOUNDARY OF WINDSOR BLUFF BLOCK SIX; THENCE, ALONG SAID BOUNDARY A BEARING OF S 55°48'00"E AND A DISTANCE OF 199.24' TO A CORNER; THENCE, A BEARING OF N 34°12'00"E AND A DISTANCE OF 330.00' TO A CORNER; THENCE, A BEARING OF N 06°18'00"W AND A DISTANCE OF 315.00' TO A CORNER; THENCE, A BEARING OF N 22°12'00"E AND A DISTANCE OF 640.00' TO A CORNER; THENCE, A BEARING OF S 89°18'00"E AND A DISTANCE OF 770.00' TO A CORNER; THENCE, LEAVING SAID BOUNDARY A BEARING OF S 00°42'00"W AND A DISTANCE OF 75.86' TO A POINT ON THE CENTER OF DADDY'S CREEK; THENCE, ALONG THE CENTER LINE OF SAID CREEK THE FOLLOWING 27 COURSES AND DISTANCES:

| | | |
|--------------|---|---------|
| S 89°44'43"W | - | 364.64' |
| N 85°40'45"W | - | 225.64' |
| S 64°58'59"W | - | 82.76' |
| S 19°10'44"W | - | 121.76' |
| S 23°00'38"W | - | 440.01' |
| S 07°55'03"E | - | 152.45' |
| S 01°58'30"E | - | 174.10' |
| S 17°50'06"W | - | 120.81' |
| S 32°25'16"W | - | 130.33' |
| S 05°14'10"W | - | 80.06' |
| S 21°56'55"E | - | 99.47' |
| S 11°44'33"E | - | 181.80' |
| S 06°37'57"E | - | 216.45' |
| S 00°54'34"E | - | 315.04' |
| S 05°48'24"E | - | 296.52' |
| S 14°40'14"E | - | 919.99' |
| S 02°07'58"E | - | 725.50' |
| S 07°38'25"W | - | 413.67' |
| S 07°19'35"E | - | 211.73' |
| S 24°10'11"W | - | 224.70' |
| S 46°39'37"W | - | 488.11' |
| S 84°28'21"W | - | 155.72' |
| N 68°50'19"W | - | 166.21' |
| S 90°00'00"W | - | 390.00' |
| S 74°53'56"W | - | 326.27' |
| S 58°37'37"W | - | 144.06' |
| S 37°47'19"W | - | 174.62' |
| S 24°44'58"W | - | 177.29' |

BOOK 1006 PAGE 2101

TO A POINT; THENCE, LEAVING SAID CREEK A BEARING OF S 84°39'49"W AND A DISTANCE OF 436.84' TO A CORNER; THENCE, A BEARING OF S 29°12'52"W AND A DISTANCE OF 544.65' TO A CORNER; THENCE, A BEARING OF S 82°45'52"W AND A DISTANCE OF 238.85' TO A CORNER; THENCE, A BEARING OF N 28°16'51 AND A DISTANCE OF 495.61' TO A CORNER; THENCE, A BEARING OF S 84°39'49"W AND A DISTANCE OF 527.18' TO THE P.C. OF A CURVE

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL A-5

PAGE 2 OF 2

ON THE EASTERN R.O.W. OF CHESTNUT HILL ROAD; THENCE, ALONG SAID R.O.W. AND CURVE A CENTRAL ANGLE OF $09^{\circ}35'23''$, A RADIUS OF 240.91', A TANGENT OF 20.21' AND A LENGTH OF 40.32' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF $N 21^{\circ}41'27''E$ AND A DISTANCE OF 1219.26' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF $71^{\circ}36'13''$, A RADIUS OF 492.41', A TANGENT OF 355.16' AND A LENGTH OF 615.37' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF $09^{\circ}20'20''$, A RADIUS OF 618.82', A TANGENT OF 50.54' AND A LENGTH OF 100.86' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF $N 59^{\circ}15'06''W$ AND A DISTANCE OF 162.24' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF $12^{\circ}54'46''$, A RADIUS OF 1792.34', A TANGENT OF 202.83' AND A LENGTH OF 403.94' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF $N 72^{\circ}09'51''W$ AND A DISTANCE OF 295.42' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF $08^{\circ}24'01''$, A RADIUS OF 2698.37', A TANGENT OF 198.16' AND A LENGTH OF 395.62' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF $N 61^{\circ}39'40''W$ AND A DISTANCE OF 83.10' TO A CORNER; THENCE, LEAVING SAID R.O.W. A BEARING OF $N 25^{\circ}50'00''E$ AND A DISTANCE OF 800.78' TO A CORNER; THENCE, A BEARING OF $N 57^{\circ}20'00''E$ AND A DISTANCE OF 1770.77' TO A CORNER ON THE SOUTHERN BOUNDARY OF DORCHESTER BLOCK SEVEN; THENCE, ALONG SAID BOUNDARY A BEARING OF $S 49^{\circ}30'35''E$ AND A DISTANCE OF 344.43' TO A CORNER; THENCE, A BEARING OF $N 70^{\circ}31'07''E$ AND A DISTANCE OF 543.19' TO A CORNER; THENCE, A BEARING OF $S 09^{\circ}13'53''E$ AND A DISTANCE OF 295.00' TO A CORNER; THENCE, A BEARING OF $S 72^{\circ}13'53''E$ AND A DISTANCE OF 210.00' TO A CORNER; THENCE, A BEARING OF $N 71^{\circ}36'07''E$ AND A DISTANCE OF 200.00' TO A CORNER; THENCE, A BEARING OF $N 12^{\circ}21'07''E$ AND A DISTANCE OF 170.00' TO A CORNER; THENCE, A BEARING OF $N 13^{\circ}53'53''W$ AND A DISTANCE OF 410.00' TO THE POINT OF BEGINNING CONTAINING IN ALL 303.098 ACRES MORE OR LESS.

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BOOK 1006 PAGE 2102

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL A-28
PAGE 1 OF 1

FROM THE INTERSECTION OF LEEDS TERRACE AND BELLINGWOOD COURT, BLOCK TWO, LAKE POMEROY SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD MARCH 10, 1972, PLAT BOOK 5, PAGE 4, A BEARING OF N 40°22'30" W AND A DISTANCE OF 465.16' TO THE POINT OF BEGINNING: SAID POINT BEING ON THE WESTERN BOUNDARY OF SAID SUBDIVISION; THENCE, ALONG SAID BOUNDARY A BEARING OF N 02°30'00" E AND A DISTANCE OF 371.29' TO A CORNER; THENCE, A BEARING OF N 87°00'00" W AND A DISTANCE OF 788.03' TO A CORNER; THENCE, A BEARING OF N 01°00'00" E AND A DISTANCE OF 46.79' TO A CORNER; THENCE, LEAVING SAID BOUNDARY A BEARING OF S 88°30'04"E AND A DISTANCE OF 6999.48' TO A CORNER; THENCE, A BEARING OF S 24°33'46" E AND A DISTANCE OF 525.23' TO A CORNER; THENCE, A BEARING OF S 41°36'32" W AND A DISTANCE OF 1740.73' TO A CORNER; THENCE, A BEARING OF N 52°00'00" W AND A DISTANCE OF 55.02' TO A CORNER ON THE NORTHEAST BOUNDARY OF LAKE POMEROY BLOCK THREE; THENCE, ALONG SAID BOUNDARY A BEARING OF S 76°00'00" W AND A DISTANCE OF 970.00' TO A CORNER; THENCE, A BEARING OF N 60°00'00" W AND A DISTANCE OF 835.00' TO A CORNER ON THE EASTERN BOUNDARY OF LAKE POMEROY BLOCK TWO; THENCE, ALONG SAID BOUNDARY THE FOLLOWING 8 COURSES AND DISTANCES:

| | |
|-----------------|----------|
| N 02°00'00" E - | 428.77' |
| N 57°45'00" W - | 1058.56' |
| S 52°00'00" W - | 1287.00' |
| N 14°30'00" W - | 112.04' |
| N 12°00'00" E - | 579.51' |
| N 63°00'00" W - | 415.00' |
| N 86°45'00" W - | 380.00' |
| N 79°00'00" W - | 1050.00' |

TO THE POINT OF BEGINNING CONTAINING IN ALL 168.576 ACRES MORE OR LESS.

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BOOK 1006 PAGE 2103

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL B-1
PAGE 1 OF 1

BEGINNING FROM THE REAR COMMON LOT LINE OF LOTS 1 AND 2 OF BLOCK ONE, NORTH HAMPTON SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD ON JANUARY 25, 1984, PLAT BOOK 8, PAGE 270; THENCE, A BEARING OF N 51°04'21" E AND A DISTANCE OF 100.27' TO A CORNER; THENCE, A BEARING OF N 61°21'15" E AND A DISTANCE OF 258.66' TO A CORNER; THENCE, A BEARING OF N 36°38'17" E AND A DISTANCE OF 260.00' TO A CORNER; THENCE, A BEARING OF N 56°01'07" E AND A DISTANCE OF 405.01' TO A CORNER; THENCE, A BEARING OF S 26°26'38" W AND A DISTANCE OF 794.82' TO A CORNER; THENCE, A BEARING OF S 03°04'26" E AND A DISTANCE OF 144.61' TO A CORNER; THENCE, A BEARING OF S 13°27'20" E AND A DISTANCE OF 626.24' TO A CORNER; THENCE, A BEARING OF S 11°51'15" E AND A DISTANCE OF 122.93' TO A CORNER; THENCE, A BEARING OF S 32°09'49" E AND A DISTANCE OF 230.10' TO A CORNER; THENCE, A BEARING OF S 19°09'53" E AND A DISTANCE OF 249.34' TO A CORNER; THENCE, A BEARING OF S 12°57'31" E AND A DISTANCE OF 120.23' TO A CORNER; THENCE, A BEARING OF S 14°57'35" E AND A DISTANCE OF 507.03' TO A CORNER; THENCE, A BEARING OF S 75°02'25" W AND A DISTANCE OF 350.00' TO A CORNER; THENCE, A BEARING OF N 14°57'35" W AND A DISTANCE OF 513.14' TO A CORNER; THENCE, A BEARING OF N 12°57'31" W AND A DISTANCE OF 107.37' TO A CORNER; THENCE, A BEARING OF N 19°09'53" W AND A DISTANCE OF 190.50' TO A CORNER; THENCE, A BEARING OF N 19°17'11" W AND A DISTANCE OF 685.56' TO A CORNER; THENCE, A BEARING OF N 15°40'20" W AND A DISTANCE OF 214.20' TO A CORNER; THENCE, A BEARING OF N 14°24'24" W AND A DISTANCE OF 119.44' TO A CORNER; THENCE, A BEARING OF N 08°14'00" W AND A DISTANCE OF 73.94' TO A CORNER; THENCE, A BEARING OF N 03°04'26" W AND A DISTANCE OF 160.38' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 05°08'51", A RADIUS OF 820.97', A TANGENT OF 36.90' AND A LENGTH OF 73.76' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 09°30'00" W AND A DISTANCE OF 129.29' TO THE POINT OF BEGINNING CONTAINING IN ALL 20.43 ACRES MORE OR LESS.

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BOOK 1006 PAGE 2104

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL B-2
PAGE 1 OF 1

BEGINNING FROM THE NORTHWESTERN MOST CORNER OF BLOCK 1, OTTER CREEK SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD ON JULY 22, 1997, PLAT BOOK 10, PAGE 181, A BEARING OF S 14°32'49" W AND A DISTANCE OF 220.01' TO A CORNER; THENCE, A BEARING OF S 13°53'46" E AND A DISTANCE OF 192.45 TO A CORNER; THENCE, A BEARING OF N 87°58'38" E AND A DISTANCE OF 130.00' TO A CORNER; THENCE, A BEARING OF S 82°35'06" E AND A DISTANCE OF 696.28' TO A CORNER; THENCE, A BEARING OF S 16°11'59" W AND A DISTANCE OF 538.77' TO A CORNER; THENCE, A BEARING OF S 89°49'03" W AND A DISTANCE OF 402.84' TO A CORNER; THENCE, A BEARING OF S 60°28'19" W AND A DISTANCE OF 130.36' TO A CORNER; THENCE, A BEARING OF S 16°47'36" W AND A DISTANCE OF 120.80' TO A CORNER; THENCE, A BEARING OF S 12°29'07" E AND A DISTANCE OF 100.90' TO A CORNER; THENCE, A BEARING OF S 49°20'06" E AND A DISTANCE OF 138.04' TO A CORNER; THENCE, A BEARING OF S 82°12'19" E AND A DISTANCE OF 304.27' TO A CORNER; THENCE, A BEARING S 77°39'54" E AND A DISTANCE OF 502.93' TO A CORNER; THENCE, A BEARING OF S 46°13'14" W AND A DISTANCE OF 87.59' TO A CORNER; THENCE, A BEARING OF S 02°47'26" E AND A DISTANCE OF 30.36' TO A CORNER; THENCE, A BEARING OF S 20°43'17" E AND A DISTANCE OF 37.35' TO A CORNER; THENCE, A BEARING OF S 45°16'39" W AND A DISTANCE OF 134.11' TO A CORNER; THENCE, A BEARING OF S 29°08'34" W AND A DISTANCE OF 78.47' TO A CORNER; THENCE, A BEARING OF S 81°00'40" W AND A DISTANCE OF 78.72' TO A CORNER; THENCE, A BEARING OF S 64°31'42" W AND A DISTANCE OF 66.75' TO A CORNER; THENCE, A BEARING OF S 75°12'49" W AND A DISTANCE OF 376.72' TO A CORNER; THENCE, A BEARING OF N 88°23'56" W AND A DISTANCE OF 77.67' TO A CORNER; THENCE,; A BEARING OF S 63°22'32" W AND A DISTANCE OF 155.27' TO A CORNER; THENCE, A BEARING OF S 37°42'09" W AND A DISTANCE OF 18.77' TO A CORNER; THENCE, A BEARING OF N 70°01'20" W AND A DISTANCE OF 83.31' TO A CORNER; THENCE, A BEARING OF S 83°36'36" W AND A DISTANCE OF 140.15' TO A CORNER; THENCE, A BEARING OF N 71°19'33" W AND A DISTANCE OF 40.57' TO A CORNER; THENCE, A BEARING OF S 87°08'26" W AND A DISTANCE OF 60.24' TO A CORNER; THENCE, A BEARING OF S 71°45'44" W AND A DISTANCE OF 79.87' TO A CORNER; THENCE, A BEARING OF S 57°06'51" W AND A DISTANCE OF 50.90' TO A CORNER; THENCE, A BEARING OF S 27°00'47" W AND A DISTANCE OF 102.25' TO A CORNER; THENCE, A BEARING OF S 46°30'05" W AND A DISTANCE OF 105.95' TO A CORNER; THENCE, A BEARING OF S 20°20'55" W AND A DISTANCE OF 86.32' TO A CORNER; THENCE, A BEARING OF S 88°37'20" W AND A DISTANCE OF 30.66' TO A CORNER; THENCE, A BEARING OF S 62°45'20" W AND A DISTANCE OF 74.97' TO A CORNER; THENCE, A BEARING OF S 44°30'05" W AND A DISTANCE OF 78.23' TO A CORNER; THENCE, A BEARING OF N66°20'02" W AND A DISTANCE OF 66.62' TO THE P.C. OF A CURVE ON THE NORTHERN R.O.W. OF LEYDEN DRIVE; THENCE, ALONG SAID CURVE AND R.O.W. A CENTRAL ANGLE OF 16°20'15, A RADIUS OF 373.32', A TANGENT OF 53.59' AND A LENGTH OF 106.45' TO THE P.T. OF SAID CURVE; THENCE, LEAVING SAID R.O.W. A BEARING OF N 83°23'32" W AND A DISTANCE OF 74.69' TO A CORNER; THENCE, A BEARING OF S 06°36'28" W AND A DISTANCE OF 59.08' TO A CORNER; THENCE, A BEARING OF N 86°15'34" W AND A DISTANCE OF 148.38' TO A CORNER; THENCE, A BEARING OF N 04°55'42" E AND A DISTANCE OF 2486.90' TO A CORNER; THENCE, A BEARING OF S 83°10'23" E AND A DISTANCE OF 828.14' TO THE POINT OF BEGINNING CONTAINING IN ALL 69.68 ACRES MORE OR LESS.

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL B-3

PAGE 1 OF 1

FROM THE WESTERN MOST CORNER OF LOT 1, BLOCK 7, FOREST HILL SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD ON SEPTEMBER 27, 1990, PLAT BOOK 9, PAGE 293, A BEARING OF S 73°38'46" W AND A DISTANCE OF 1846.52' TO THE POINT OF BEGINNING; THENCE, A BEARING OF S 11°33'08" W AND A DISTANCE OF 124.31' TO A CORNER; THENCE, A BEARING OF N 74°38'58" E AND A DISTANCE OF 96.97' TO A CORNER; THENCE, A BEARING OF S 84°38'53" E AND A DISTANCE OF 115.65' TO A CORNER; THENCE, A BEARING OF S 66°53'40" E AND A DISTANCE OF 120.89' TO A CORNER; THENCE, A BEARING OF S 87°04'25" E AND A DISTANCE OF 169.17' TO A CORNER; THENCE, A BEARING OF S 86°49'24" E AND A DISTANCE OF 223.51' TO A CORNER; THENCE, A BEARING OF S 25°22'37" E AND A DISTANCE OF 46.91' TO A CORNER; THENCE, A BEARING OF S 37°51'03" W AND A DISTANCE OF 129.69' TO A CORNER; THENCE, A BEARING OF S 22°45'11" W AND A DISTANCE OF 140.98' TO A CORNER; THENCE, A BEARING OF S 19°56'30" W AND A DISTANCE OF 116.48' TO A CORNER; THENCE, A BEARING OF S 55°15'43" W AND A DISTANCE OF 75.27' TO A CORNER; THENCE, A BEARING OF N 80°52'27" W AND A DISTANCE OF 120.39' TO A CORNER; THENCE, A BEARING OF S 84°03'58" W AND A DISTANCE OF 128.46' TO A CORNER; THENCE, A BEARING OF S 69°06'17" W AND A DISTANCE OF 91.13' TO A CORNER; THENCE, A BEARING OF S 44°46'30" W AND A DISTANCE OF 91.94' TO A CORNER; THENCE, A BEARING OF S 77°36'38" W AND A DISTANCE OF 170.20' TO A CORNER; THENCE, A BEARING OF N 15°05'48" W AND A DISTANCE OF 206.23' TO A CORNER; THENCE, A BEARING OF N 24°44'21" W AND A DISTANCE OF 200.75' TO A CORNER; THENCE, A BEARING OF N 62°05'22" W AND A DISTANCE OF 319.23' TO A CORNER; THENCE, A BEARING OF N 57°05'58" W AND A DISTANCE OF 28.62' TO A CORNER; THENCE, A BEARING OF N 60°16'58" E AND A DISTANCE OF 119.50' TO A CORNER; THENCE, A BEARING OF N 18°23'03" E AND A DISTANCE OF 168.25' TO A CORNER; THENCE, A BEARING OF S 71°36'57" E AND A DISTANCE OF 96.98' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 33°08'16", A RADIUS OF 168.77', A TANGENT OF 50.21' AND A LENGTH OF 99.61' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 75°14'48" E AND A DISTANCE OF 123.52' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 01°50'49", A RADIUS OF 1814.51', A TANGENT OF 29.25' AND A LENGTH OF 58.49 TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 16°36'01" E AND A DISTANCE OF 50.00' TO THE POINT OF BEGINNING CONTAINING IN ALL 11.38 ACRES MORE OR LESS.

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BOOK 1006 PAGE 2106

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL B-4
PAGE 1 OF 1

FROM THE NORTHERNMOST CORNER OF LOT 26, BLOCK ONE, LANCASTER SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD APRIL 28, 1988, A BEARING OF N 19° 57' 11" W AND A DISTANCE OF 249.62' TO THE POINT OF BEGINNING; SAID POINT BEING ON THE NORTHERN R.O.W. OF FOREST HILLS DRIVE; THENCE, ALONG SAID R.O.W. A BEARING OF N 73° 35' 00" W AND A DISTANCE OF 59.53' TO THE P.C. OF A CURVE ; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 62° 54' 39", A RADIUS OF 400.98', A TANGENT OF 245.29' AND A LENGTH OF 440.28' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 43°30'20" W AND A DISTANCE OF 211.21' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE AND R.O.W. A CENTRAL ANGLE OF 45° 26' 04", A RADIUS OF 200.06', A TANGENT OF 83.76' AND A LENGTH OF 158.64' TO A POINT; THENCE, LEAVING SAID R.O.W. THE FOLLOWING 12 COURSES AND DISTANCES:

| | |
|-------------------|-----------|
| N 19° 29' 35" E - | 183.62' |
| N 26° 14' 02" W | - 284.18' |
| N 46° 31' 40" E - | 101.34' |
| N 59° 02' 00" E - | 98.21' |
| N 70° 38' 35" E - | 129.36' |
| N 47° 32' 05" E - | 108.84' |
| N 02° 24' 39" W | - 103.96' |
| N 42° 32' 46" E - | 109.55' |
| S 48° 56' 59" E - | 250.00' |
| S 32° 00' 59" E - | 215.26' |
| S 25° 29' 51" E - | 137.06' |
| S 16° 19' 11" E | - 74.54' |

TO THE POINT OF BEGINNING CONTAINING IN ALL 6.91 ACRES MORE OR LESS.

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BOOK 1006 PAGE 2107

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL B-5

PAGE 1 OF 1

FROM THE REAR COMMON LOT LINE OF LOTS 33 AND 34, BLOCK 2, NORTH HAMPTON SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD ON JUNE 13, 1984, PLAT BOOK 8, PAGE 280, A BEARING OF S 68°43'00" E AND A DISTANCE OF 1044.80' TO A POINT; THENCE, A BEARING OF N 49°19'30" E AND A DISTANCE OF 843.86' TO A POINT; THENCE, A BEARING OF N 07°10'50" W AND A DISTANCE OF 1280.04' TO THE POINT OF BEGINNING; THENCE, A BEARING OF N 48°18'07" W AND A DISTANCE OF 736.61' TO A POINT; THENCE, A BEARING OF N 16°23'22"E AND A DISTANCE OF 886.00' TO A POINT; THENCE, A BEARING OF S 79°20'39" E AND A DISTANCE OF 2920.36' TO A POINT; THENCE, A BEARING OF S 15°04'07" W AND A DISTANCE OF 1440.62' TO A POINT; THENCE, A BEARING OF N 74°55'53" W AND A DISTANCE OF 2273.65' TO THE POINT OF BEGINNING CONTAINING IN ALL 86.653 ACRES MORE OR LESS.

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BOOK 1006 PAGE 2108

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL B-7
PAGE 1 OF 2

FROM THE INTERSECTION OF STONEHENGE DRIVE AND VALARIAN DRIVE, BLOCK ONE, LANCASTER SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD APRIL 28, 1988, NOTE BOOK 2, PAGE 63, PLAT BOOK 9, PAGE 197, A BEARING OF N 23°51'12" E AND A DISTANCE OF 628.36' TO THE POINT OF BEGINNING: SAID POINT BEING THE P.C. OF A CURVE ON THE NORTHEAST R.O.W. OF STONEHENGE DRIVE; THENCE, ALONG SAID R.O.W. AND CURVE A CENTRAL ANGLE OF 19°44'26", A RADIUS OF 404.05', A TANGENT OF 70.30' AND A LENGTH OF 139.21' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 44°23'17", A RADIUS OF 556.48', A TANGENT OF 227.03' AND A LENGTH OF 431.11' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 34°30'48", A RADIUS OF 456.62', A TANGENT OF 141.84' AND A LENGTH OF 275.06' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 07°09'13" E AND A DISTANCE OF 146.71' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 81°11'46", A RADIUS OF 203.36', A TANGENT OF 174.29' AND A LENGTH OF 288.19' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 88°21'00" E AND A DISTANCE OF 86.20' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 46°04'35", A RADIUS OF 500.30', A TANGENT OF 212.76' AND A LENGTH OF 402.33' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 42°16'25" E AND A DISTANCE OF 217.89' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 13¼°42'38", A RADIUS OF 1563.91', A TANGENT OF 188.01' AND A LENGTH OF 374.23' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 10°02'10", A RADIUS OF 619.32', A TANGENT OF 54.38' AND A LENGTH OF 108.48' TO THE P.T. OF SAID CURVE; THENCE, LEAVING SAID R.O.W. AND ALONG THE BOUNDARY OF #12 FAIRWAY HEATHERHURST GOLF COURSE THE FOLLOWING 5 COURSES AND DISTANCES:

| | | |
|---------------|---|---------|
| S 21°16'43" E | - | 18.05' |
| S 34°01'56" E | - | 176.59' |
| S 52°01'11" E | - | 191.40' |
| S 36°32'01" E | - | 190.65' |
| S 73°18'15" E | - | 70.83' |

TO A CORNER; THENCE, LEAVING SAID BOUNDARY AND ALONG THE BOUNDARY OF FOREST HILL BLOCK 11 THE FOLLOWING 19 COURSES AND DISTANCES:

| | | |
|-----------------|---|---------|
| S 02°45'03" W © | | 159.41' |
| S 35°50'04" W | - | 37.47' |
| S 31°21'36" E | - | 16.71' |
| S 05°18'51" W | - | 21.52' |
| S 20°44'25" E | - | 48.91' |
| S 00°24'20" W | - | 95.63' |
| S 10°11'54" W | - | 37.63' |
| S 39°11'50" W | - | 39.02' |
| S 78°39'13" W | - | 61.95' |
| N 77°19'49" W | - | 47.86' |
| S 77°47'27" W | - | 44.01' |
| S 47°33'23" W | - | 79.77' |
| S 75°02'34" W | - | 165.27' |
| S 45°45'38" W | - | 171.09' |
| N 54°11'21" W | - | 73.21' |
| S 15°08'01" W | - | 169.32' |
| S 12°57'00" W | - | 50.00' |

BOOK 1006 PAGE 2109

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL B-7
PAGE 2 OF 2

S 07°21'41" W - 154.03'
S 12°20'46" E - 230.77'

TO A CORNER ON THE ON THE BOUNDARY OF LANCASTER BLOCK TWO; THENCE, ALONG SAID BOUNDARY THE FOLLOWING 4 COURSES AND DISTANCE:

S 73°14'35" W - 255.18'
S 67°43'17" W - 245.31'
N 86°55'21" W - 186.27'
N 68°05'01" W - 375.87'

TO THE POINT OF BEGINNING CONTAINING IN ALL 41.65 ACRES MORE OR LESS.

BOOK 1006 PAGE 2110

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL C-1

PAGE 1 OF 1

FROM THE SOUTHEASTERN MOST CORNER OF OAK KNOLL PHASE I TRACT, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD OCTOBER 19, 1983, NOTE BOOK V, PAGE 141, PLAT BOOK 8, PAGE 252, A BEARING OF S 86°38'25" W AND A DISTANCE OF 336.59' TO THE POINT OF BEGINNING: SAID POINT BEING ON THE SOUTHERN R.O.W. OF VILLAGE DRIVE; THENCE, LEAVING SAID R.O.W. A BEARING OF S 27°02'14" E AND A DISTANCE OF 330.94' TO A CORNER; THENCE, A BEARING OF S 12°40'51" E AND A DISTANCE OF 1031.39' TO A CORNER; THENCE, A BEARING OF S 67°33'25" W AND A DISTANCE OF 97.18' TO A CORNER; THENCE, A BEARING OF S 04°03'28" W AND A DISTANCE OF 91.29' TO A CORNER; SAID CORNER BEING THE NORTHEASTERN MOST CORNER OF THE VILLAGE GREEN MALL TRACT; THENCE, ALONG SAID TRACT A BEARING OF N 79°28'47" W AND A DISTANCE OF 639.15' TO A CORNER ON THE EASTERN R.O.W. OF STONEHENGE DRIVE; THENCE LEAVING SAID VILLAGE GREEN MALL TRACT AND ALONG SAID R.O.W. A BEARING OF N 19°37'22" W AND A DISTANCE OF 99.47' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 11°56'40", A RADIUS OF 905.90', A TANGENT OF 94.77' AND A LENGTH OF 188.85' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 07°40'42" W AND A DISTANCE OF 215.83' TO THE P.C. OF A CURVE; THENCE ALONG SAID CURVE A CENTRAL ANGLE OF 27°18'00", A RADIUS OF 361.78', A TANGENT OF 87.86' AND A LENGTH OF 172.38' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 19°37'18" E AND A DISTANCE OF 457.80' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 18°38'46", A RADIUS OF 577.27', A TANGENT OF 94.77' AND A LENGTH OF 187.86' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE ALONG SAID CURVE A CENTRAL ANGLE OF 87°10'04", A RADIUS OF 30.00', A TANGENT OF 28.55' AND A LENGTH OF 45.64' TO THE P.T. OF SAID CURVE ON THE SOUTHERN R.O.W. OF VILLAGE DRIVE; THENCE, ALONG SAID R.O.W. A BEARING OF N 88°08'37" E AND A DISTANCE OF 220.73' TO THE POINT OF BEGINNING CONTAINING IN ALL 18.835 ACRES MORE OR LESS.

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BOOK 1006 PAGE 2111

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL C-2
PAGE 1 OF 1

FROM THE SOUTHEASTERN MOST CORNER OF OAK KNOLL PHASE I TIMESHARE TRACT, FAIRFIELD GLADE, TN AS FILED OF RECORD OCTOBER 19, 1983, NOTE BOOK V, PAGE 141, PLAT BOOK 8, PAGE 252, A BEARING OF S 86°38'25" W AND A DISTANCE OF 336.59' TO THE POINT OF BEGINNING; SAID POINT BEING ON THE SOUTHERN R.O.W. OF VILLAGE DRIVE; THENCE, ALONG SAID R.O.W. A BEARING OF N 88°08'37" E AND A DISTANCE OF 32.02' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 50°00'00", A RADIUS OF 453.96', A TANGENT OF 211.68' AND A LENGTH OF 396.15' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 09°00'00", A RADIUS OF 1855.90', A TANGENT OF 146.06' AND A LENGTH OF 291.53' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 32°51'23" E AND A DISTANCE OF 93.59' TO A CORNER; THENCE, LEAVING SAID R.O.W. A BEARING OF S 57°08'37" W AND A DISTANCE OF 237.71' TO A CORNER; THENCE, A BEARING OF S 02°59'45" W AND A DISTANCE OF 227.46' TO A CORNER; THENCE, A BEARING OF S 32°54'37" E AND A DISTANCE OF 416.07' TO A CORNER; THENCE, A BEARING OF S 22°26'35" E AND A DISTANCE OF 30.00' TO A CORNER; THENCE, A BEARING OF S 67°33'25" W AND A DISTANCE OF 282.82' TO A CORNER; THENCE, LEAVING SAID BOUNDARY A BEARING OF N 12°40'51" W AND A DISTANCE OF 1031.39' TO A CORNER; THENCE, A BEARING OF N 27°02'14" W AND A DISTANCE OF 330.94' TO THE POINT OF BEGINNING CONTAINING IN ALL 6.355 ACRES MORE OR LESS.

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BOOK 1006 PAGE 2112

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL C-3

PAGE 1 OF 1

BEGINNING FROM THE SOUTHEAST CORNER OF OAK KNOLL PHASE III, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD JUNE 21, 1984, NOTE BOOK W, PAGE 124, PLAT BOOK 8, PAGE 283, THENCE, ALONG BOUNDARY OF OAK KNOLL THE FOLLOWING 8 COURSES AND DISTANCES:

| | | |
|---------------|---|---------|
| N 63°00'00" E | - | 109.82' |
| N 37°29'57" E | - | 82.34' |
| N 49°31'44" E | - | 30.01' |
| S 51°17'29" E | - | 162.80' |
| N 78°15'00" E | - | 280.42' |
| N 10°00'00" W | - | 198.92' |
| N 41°07'37" W | - | 143.49' |
| N 25°37'09" E | - | 139.64' |

TO A CORNER ON THE BOUNDARY OF FAIRWAY #10 STONEHENGE GOLF COURSE; THENCE, ALONG SAID BOUNDARY THE FOLLOWING 12 COURSES AND DISTANCES:

| | | |
|---------------|---|---------|
| S 31°07'34" E | - | 603.43' |
| S 00°53'19" W | - | 253.21' |
| S 70°43'13" E | - | 65.16' |
| N 66°58'52" E | - | 207.97' |
| S 74°24'42" E | - | 131.90' |
| S 25°06'46" E | - | 89.93' |
| S 11°50'07" W | - | 83.68' |
| S 34°37'58" W | - | 85.74' |
| S 52°52'25" W | - | 74.52' |
| S 05°21'48" W | - | 260.31' |
| S 52°42'27" E | - | 90.69' |
| S 47°55'01" W | - | 224.85' |

TO THE P.C. OF A CURVE ON THE NORTHWEST R.O.W. OF THE ENTRANCE TO STONEHENGE GOLF COURSE; THENCE, ALONG SAID R.O.W. AND CURVE A CENTRAL ANGLE OF 03°38'55", A RADIUS OF 843.12', A TANGENT OF 26.89' AND A LENGTH OF 53.69' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 52°14'47" W AND A DISTANCE OF 301.49' TO A CORNER; THENCE, A BEARING OF N 54°05'00" W AND A DISTANCE OF 315.43' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 21°13'38", A RADIUS OF 1017.29', A TANGENT OF 190.63' AND A LENGTH OF 376.89' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 32°51'23" W AND A DISTANCE OF 250.00' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 02°57'30", A RADIUS OF 1955.90', A TANGENT OF 50.51' AND A LENGTH OF 100.99' TO THE POINT OF BEGINNING CONTAINING IN ALL 16.64 ACRES MORE OR LESS.

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL C-4
PAGE 1 OF 1

FROM THE INTERSECTION OF CATOOSA BLVD., KINGSBORO DRIVE AND WALDEN RIDGE DRIVE, BLOCK EIGHT, TRENT SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD FEBRUARY 20, 1987, NOTE BOOK 2, PAGE 122, PLAT BOOK 9, PAGE 164, A BEARING OF S 28°18'52" W AND A DISTANCE OF 908.93' TO THE POINT OF BEGINNING: SAID POINT BEING ON THE WESTERN R.O.W. OF CATOOSA BLVD.; THENCE, ALONG SAID R.O.W. A BEARING OF S 28°18'52" W AND A DISTANCE OF 1.16' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 19°32'39", A RADIUS OF 434.51', A TANGENT OF 74.84' AND A LENGTH OF 148.22' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 47°51'31" W AND A DISTANCE OF 149.30' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 45°18'06", A RADIUS OF 341.53', A TANGENT OF 142.52' AND A LENGTH OF 270.04' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 11°14'03" W AND A DISTANCE OF 132.57' TO A CORNER; THENCE, A BEARING OF S 02°33'25" W AND A DISTANCE OF 25.00' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 25.00', A TANGENT OF 25.00' AND A LENGTH OF 39.27' TO THE P.T. OF SAID CURVE ON THE NORTHERN R.O.W. OF VILLAGE DRIVE; THENCE, ALONG SAID R.O.W. A BEARING OF N 87°26'35" W AND A DISTANCE OF 451.41' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 27°30'00", A RADIUS OF 391.81', A TANGENT OF 95.88' AND A LENGTH OF 188.05' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 27°30'00", A RADIUS OF 391.81', A TANGENT OF 95.88' AND A LENGTH OF 188.05' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 11°15'16", A RADIUS OF 843.12', A TANGENT OF 83.07' AND A LENGTH OF 151.72' TO THE P.T. OF SAID CURVE; THENCE, LEAVING SAID R.O.W. A BEARING OF N 47°14'49" E AND A DISTANCE OF 161.04' TO A CORNER; THENCE, A BEARING OF N 77°33'52" E AND A DISTANCE OF 107.45' TO A CORNER; THENCE, A BEARING OF N 61°24'44" E AND A DISTANCE OF 80.95' TO A CORNER; THENCE, A BEARING OF N 08°48'36" E AND A DISTANCE OF 245.54' TO A CORNER; THENCE, A BEARING OF N 77°03'06" E AND A DISTANCE OF 196.54' TO A CORNER ON THE BOUNDARY OF #9 FAIRWAY STONEHENGE GOLF COURSE; THENCE, ALONG SAID BOUNDARY THE FOLLOWING 8 COURSES AND DISTANCES:

| | | |
|---------------|---|---------|
| S 06°42'20" E | - | 100.96' |
| S 57°19'23" E | - | 116.24' |
| S 87°51'17" E | - | 108.97' |
| N 63°24'14" E | - | 62.39' |
| N 83°53'27" E | - | 134.83' |
| N 89°33'28" E | - | 132.28' |
| N 78°07'34" E | - | 108.54' |
| S 50°51'23" E | - | 69.14' |

TO THE POINT OF BEGINNING CONTAINING IN ALL 12.58 ACRES MORE OR LESS.

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL C-5

PAGE 1 OF 1

FROM THE INTERSECTION OF CATOOSA BLVD., KINGSBORO DRIVE AND WALDEN RIDGE DRIVE, BLOCK EIGHT, TRENT SUBDIVISION, FAIRFIELD GLADE, TN, AS FILED OF RECORD FEBRUARY 20, 1987, NOTE BOOK 2, PAGE 122, PLAT BOOK 9, PAGE 164, A BEARING OF S 27°32'29" W AND A DISTANCE OF 1798.31' TO THE POINT OF BEGINNING: SAID POINT BEING ON THE WESTERN R.O.W. OF CATOOSA BLVD.; THENCE, ALONG SAID R.O.W. A BEARING OF S 02°33'25" W AND A DISTANCE OF 201.78' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 32°23'06", A RADIUS OF 442.26', A TANGENT OF 128.53' AND A LENGTH OF 250.18' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 45°04'41", A RADIUS OF 224.72', A TANGENT OF 93.26' AND A LENGTH OF 176.80' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 15°15'00" W AND A DISTANCE OF 395.17' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 89°53'14", A RADIUS OF 30.00', A TANGENT OF 29.94', AND A LENGTH OF 47.06' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE SAID POINT BEING ON THE NORTHERN R.O.W. OF PEAVINE ROAD; THENCE, ALONG SAID R.O.W. AND CURVE A CENTRAL ANGLE OF 04°34'49", A RADIUS OF 2505.36', A TANGENT OF 100.19' AND A LENGTH OF 200.28' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 79°26'35" W AND A DISTANCE OF 115.95' TO A CORNER; SAID CORNER BEING THE SOUTHEAST CORNER OF G.T.E. PROPERTY; THENCE, LEAVING SAID R.O.W. AND WITH SAID G.T.E. PROPERTY A BEARING OF N 11°32'48"E AND A DISTANCE OF 200.03' TO A CORNER; THENCE, A BEARING OF N 79°26'35" W AND A DISTANCE OF 200.03' TO A CORNER; THENCE, LEAVING SAID G.T.E. PROPERTY A BEARING OF N 11°32'48" E AND A DISTANCE OF 120.02' TO A CORNER; THENCE, A BEARING OF N 79°26'35" W AND A DISTANCE OF 20.89' TO A CORNER; THENCE, A BEARING OF N 11°32'49" E AND A DISTANCE OF 138.77' TO A CORNER; THENCE, A BEARING OF N 22°46'52" W AND A DISTANCE OF 360.00' TO A CORNER; THENCE, A BEARING OF N 07°03'31" E AND A DISTANCE OF 203.06' TO A CORNER; SAID CORNER BEING THE P.C. OF A CURVE ON THE SOUTHERN R.O.W. OF VILLAGE DRIVE; THENCE, ALONG SAID R.O.W. AND CURVE A CENTRAL ANGLE OF 17°08'26", A RADIUS OF 491.81', A TANGENT OF 74.12' AND A LENGTH OF 147.13' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 87°26'35" E AND A DISTANCE OF 451.41' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 25.00', A TANGENT OF 25.00' AND A LENGTH OF 39.27' TO THE POINT OF BEGINNING CONTAINING IN ALL 12.640 ACRES MORE OR LESS.

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL C-6

PAGE 1 OF 1

FROM THE INTERSECTION OF PEAVINE ROAD AND CROMWELL LANE IN BLOCK 7, DRUID HILLS SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD ON JANUARY 25, 1972, PLAT BOOK 4, PAGE 50; THENCE, A BEARING OF N85°18'14" E AND A DISTANCE OF 190.05' TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTHERN R.O.W. OF PEAVINE ROAD; THENCE, A BEARING OF N 79°26'35" W AND A DISTANCE OF 1022.05' TO THE P.C. OF A CURVE; THENCE, LEAVING SAID R.O.W. AND ALONG SAID CURVE A CENTRAL ANGLE OF 89°57'48", A RADIUS OF 30.00', A TANGENT OF 29.98' AND A LENGTH OF 47.10' TO THE P.T. OF SAID CURVE ON THE EASTERN R.O.W. OF STONEHENGE DRIVE; THENCE, ALONG SAID R.O.W. A BEARING OF N 10°31'13" E AND A DISTANCE OF 205.05' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 27°00'34", A RADIUS OF 421.35', A TANGENT OF 101.19' AND A LENGTH OF 198.63' TO THE P.T. OF SAID CURVE; THENCE, LEAVING SAID R.O.W. A BEARING OF S 79°28'47" E AND A DISTANCE OF 278.71' TO A CORNER; THENCE, A BEARING OF N 12°06'14" E AND A DISTANCE OF 125.05' TO A POINT; THENCE, A BEARING OF S 79°28'47" E AND A DISTANCE OF 94.61' TO A CORNER; THENCE, A BEARING OF N 10°31'13" E AND A DISTANCE OF 328.07' TO A CORNER; THENCE, A BEARING OF N 04°03'36" E AND A DISTANCE OF 91.31' TO A CORNER; THENCE, A BEARING OF N 67°33'25" E AND A DISTANCE OF 380.00' TO A CORNER; THENCE, A BEARING OF S 22°26'35" E AND A DISTANCE OF 440.00' TO A CORNER; THENCE, A BEARING OF S 54°26'36" E AND A DISTANCE OF 280.00' TO A CORNER; THENCE, A BEARING OF S 10°33'25" W AND A DISTANCE OF 227.12' TO THE P.C. OF A CURVE ON THE WESTERN R.O.W. OF FAIRFIELD BOULEVARD; THENCE, ALONG SAID CURVE AND R.O.W. A CENTRAL ANGLE OF 31°56'11", A RADIUS OF 330.33', A TANGENT OF 94.52' AND A LENGTH OF 184.12' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 10°33'25" W AND A DISTANCE OF 258.14' TO THE P.C. OF A CURVE; THENCE, LEAVING SAID R.O.W. AND ALONG SAID CURVE A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 30.00', A TANGENT OF 30.00' AND A LENGTH OF 47.12' TO THE POINT OF BEGINNING CONTAINING IN ALL 20.56 ACRES MORE OR LESS.

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BOOK 1006 PAGE 2116

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL C-7
PAGE 1 OF 1

FROM THE INTERSECTION OF CATOOSA BLVD., KINGSBORO DRIVE AND WALDEN RIDGE DRIVE, BLOCK EIGHT, TRENT SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD FEBRUARY 20, 1987, NOTE BOOK 2, PAGE 122, PLAT BOOK 9, PAGE 164, A BEARING OF S 26°32'02" W AND A DISTANCE OF 965.56' TO THE POINT OF BEGINNING; SAID POINT BEING ON THE EASTERN R.O.W. OF CATOOSA BLVD.; THENCE, LEAVING SAID R.O.W. A BEARING OF S 83°37'04" E AND A DISTANCE OF 710.91' TO A CORNER; THENCE, A BEARING OF S 14°45'47" E AND A DISTANCE OF 954.10' TO A CORNER; THENCE, A BEARING OF N 88°54'52" W AND A DISTANCE OF 1,258.50' TO THE P.C. OF A CURVE ON THE EASTERN R.O.W. OF CATOOSA BLVD.; THENCE, ALONG SAID R.O.W. AND CURVE A CENTRAL ANGLE OF 06°52'26", A RADIUS OF 342.62', A TANGENT OF 20.58' AND A LENGTH OF 41.11' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 02°33'25" E AND A DISTANCE OF 376.78' TO A CORNER; THENCE, A BEARING OF N 06°07'13" W AND A DISTANCE OF 132.57' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 45°18'06", A RADIUS OF 281.53', A TANGENT OF 117.48' AND A LENGTH OF 222.60' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 47°51'31" E AND A DISTANCE OF 149.30' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 19°32'39", A RADIUS OF 494.51', A TANGENT OF 85.17' AND A LENGTH OF 168.68' TO THE POINT OF BEGINNING CONTAINING IN ALL 23.55 ACRES MORE OR LESS.

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BOOK 1006 PAGE 2117

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL C-8

PAGE 1 OF 1

BEGINNING FROM THE REAR COMMON CORNER OF LOTS 11 AND 12, BLOCK FOUR, LAKE CANTERBURY SUBDIVISION, AS FILED OF RECORD AUGUST 27, 1970, PLAT BOOK 3, PAGE 49, THENCE, ALONG THE EASTERN BOUNDARY OF LAKE CANTERBURY BLOCK FIVE A BEARING OF N 15°40'00" W AND A DISTANCE OF 281.86' TO A CORNER; THENCE, A BEARING OF N 33°32'35" W AND A DISTANCE OF 287.98' TO A CORNER ON THE SOUTHERN R.O.W. OF PEAVINE ROAD; THENCE, ALONG SAID R.O.W. A BEARING OF N 56°21'55" E AND A DISTANCE OF 1171.25' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 11°56'13", A RADIUS OF 921.50', A TANGENT OF 96.34' AND A LENGTH OF 191.98' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 68°18'08" E AND A DISTANCE OF 5.57' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 28°14'43", A RADIUS OF 362.45', A TANGENT OF 91.19', AND A LENGTH OF 362.45' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 83°27'09" E AND A DISTANCE OF 632.80' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 07°15'39", A RADIUS OF 1147.06', A TANGENT OF 72.78', AND A LENGTH OF 145.36' TO THE P.T. OF SAID CURVE; THENCE, LEAVING SAID R.O.W. AND ALONG LAKE SHORE TERRACE CONDOS BOUNDARY A BEARING OF S 22°15'38" W AND A DISTANCE OF 208.54' TO A CORNER; THENCE, LEAVING SAID BOUNDARY A BEARING OF S 49°28'30" W AND A DISTANCE OF 81.57' TO A CORNER; THENCE, A BEARING OF S 51°56'43" W AND A DISTANCE OF 458.27' TO A CORNER; THENCE, A BEARING OF S 69°28'01" E AND A DISTANCE OF 131.58' TO A POINT ON THE SHORE LINE OF LAKE CATHERINE; THENCE, ALONG SAID SHORE LINE THE FOLLOWING 5 COURSES AND DISTANCES:

| | | |
|---------------|---|---------|
| S 37°33'00" E | - | 277.00' |
| S 04°41'57" W | - | 258.52' |
| S 22°17'00" W | - | 145.00' |
| S 87°03'00" E | - | 110.00' |
| S 55°45'07" E | - | 101.77' |

TO A POINT ON THE BOUNDARY OF HICKORY COVE BLOCK ONE; THENCE, ALONG SAID BOUNDARY A BEARING OF S 31°02'59" E AND A DISTANCE OF 114.39' TO A CORNER; THENCE, A BEARING OF S 08°00'01" E AND A DISTANCE OF 97.59' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 01°46'23", A RADIUS OF 636.23', A TANGENT OF 9.84' AND A LENGTH OF 19.69' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 07°45'00" W AND A DISTANCE OF 258.77' TO A CORNER; THENCE, A BEARING OF S 37°42'53" W AND A DISTANCE OF 95.08' TO A CORNER ON THE NORTHERN BOUNDARY OF LAKE CANTERBURY BLOCK FOUR; THENCE, ALONG SAID BOUNDARY A BEARING OF N 51°18'25" W AND A DISTANCE OF 222.91' TO A CORNER; THENCE, A BEARING OF N 73°33'20" W AND A DISTANCE OF 1622.00' TO THE POINT OF BEGINNING CONTAINING IN ALL 53.565 ACRES MORE OR LESS.

SCHEDULE "A" ADDITIONAL PROPERTIES

PARCEL C-10

PAGE 1 OF 1

FROM THE REAR COMMON LOT LINE OF LOTS 33 AND 34, BLOCK 2, NORTH HAMPTON SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD ON JUNE 13, 1984, PLAT BOOK 8, PAGE 280, A BEARING OF S 68°43'00" E AND A DISTANCE OF 1044.80' TO THE POINT OF BEGINNING; THENCE, A BEARING OF N 49°19'30" E AND A DISTANCE OF 843.86' TO A POINT; THENCE, A BEARING OF N 07°10'50" W AND A DISTANCE OF 1280.04' TO A POINT; THENCE, A BEARING OF S 74°55'53" E AND A DISTANCE OF 2273.65' TO A POINT; THENCE, A BEARING OF S 15°04'07" W AND A DISTANCE OF 174.93' TO A POINT; THENCE, A BEARING OF S 68°29'55" W AND A DISTANCE OF 1064.05' TO A POINT; THENCE, A BEARING OF S 57°47'40" W AND A DISTANCE OF 1820.03' TO A POINT; THENCE, A BEARING OF N 18°26'00" W AND A DISTANCE OF 316.23' TO THE POINT OF BEGINNING CONTAINING IN ALL 49.472 ACRES MORE OR LESS.

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State of Tennessee, County of CUMBERLAND
Received for record the 05 day of
NOVEMBER 1997 at 4:04 PM. (RECH 185384)
Recorded in official records GENERAL IN
Book 1006 Page 2082-2119
Notebook 10 Page 361
State Tax \$.00 Clerks Fee \$.00,
Recording \$152.00, Total \$ 152.00,
Register of Deeds JUDY GRAHAM SWALLOWS
Deputy Register MARY LOU JACKSON

BOOK 1006 PAGE 2119

Joe M. Looney, Esq.
Looney & Looney
156 Rector Avenue
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Atlanta, GA 30305

**AMENDED AND RESTATED DECLARATION OF COVENANTS
AND RESTRICTIONS**

FOR

FAIRFIELD GLADE

This Amended and Restated Declaration of Covenants and Restrictions for Fairfield Glade (hereinafter the "Declaration") is made this 5th day of November, 1997, by the affirmative vote of a majority of the votes cast by voting members of Fairfield Glade Community Club and with the consent of Fairfield Communities, Inc.

W I T N E S S E T H:

WHEREAS, Fairfield Communities, Inc., a Delaware corporation (hereinafter the "Declarant"), executed on the 1st day of May, 1970, a Declaration of Covenants and Restrictions for Fairfield Glade with protective covenants attached thereto, incorporated therein and forming a part of said Declaration;

WHEREAS, said Declaration was filed of record at 10:00 a.m. on the 8th day of May, 1970 in the Office of the Register of Deeds in and for Cumberland County, Tennessee and is there recorded in Book 99, Page 370, et seq.;

WHEREAS, Fairfield Glade Community Club, a non-profit corporation organized under the laws of the State of Tennessee (hereinafter the "Club"), joined in said Declaration for the purpose of indicating its agreement to perform the obligations placed upon it by the terms thereof;

WHEREAS, the foregoing Declaration was amended by: that First Amendment to the Declaration of Covenants and Restrictions, dated July 3, 1975 and recorded in Deed Book 161, Page 313 on July 9, 1975; that Second Amendment to the Declaration of Covenants and Restrictions dated October 4, 1982 and filed of record in Deed Book 259, Page 108 on October 18, 1982, as revised pursuant to that certain Agreed Decree, dated August 17, 1984 and filed of record on August 20, 1984; that Third Amendment to the Declaration of Covenants and Restrictions dated October 14, 1986 and recorded in Deed Book 325, Page 59; and the Conformed and Restated Declaration of Covenants and Restrictions dated February 3, 1988 and recorded in Deed Book 351, Page 710 on February 8, 1988; all of said Amendments being

BOOK 1006 PAGE 1986

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recorded with the Register of Deeds for Cumberland County, Tennessee (the foregoing Declaration, as so amended, being hereinafter referred to as the "Original Declaration");

WHEREAS, subject to the terms and conditions of this Amended and Restated Declaration, the Declarant wishes to transfer control of the Club to the Membership of the Club by relinquishing certain voting rights under the Original Declaration while retaining the ability to develop and submit to the terms of the Declaration certain Additional Property owned by the Declarant;

WHEREAS, the Declarant and the Club are desirous of filing of record an Amended and Restated Declaration of Covenants and Restrictions to reflect the transfer of control of the Club from the Declarant to the Membership of the Club and to provide for continued development of the Properties;

WHEREAS, the Declarant and the non-developer members of the Board of Directors of the Club have agreed to include within such Amended and Restated Declaration certain additional changes and modifications unrelated to the afore-referenced relinquishment of voting rights by the Declarant;

WHEREAS, the Original Declaration provides that the provisions of the Original Declaration may be amended if such Amendment is adopted by the affirmative vote of a majority of the votes cast by the voting Members of the Club and such Amendment is also adopted by the Declarant;

WHEREAS, the Board of Directors of the Club have submitted the following Amended and Restated Declaration of Covenants and Restrictions (hereinafter, the "1997 Declaration") to the Membership for their consideration and adoption or rejection;

WHEREAS, the 1997 Declaration has been adopted by the affirmative vote of a majority of the votes cast by the voting Members of the Club and has also been adopted by the Declarant; and

WHEREAS, the 1997 Declaration (a) modifies the Original Declaration by substitution, and (b) does not modify, alter, or amend any declaration or other document of record creating or described in any condominium, townhome, or single family attached development, interval ownership estate, platted subdivision or other covenant or restriction of record, except to the extent the Original Declaration is incorporated into said declarations, documents, plats, covenants or restrictions by reference;

NOW, THEREFORE, for and in consideration of the mutual benefits inuring to both the Declarant and the Club, the Original Declaration is amended by deleting the same in its entirety and substituting therefor the following:

**AMENDED AND RESTATED DECLARATION OF COVENANTS
AND RESTRICTIONS**

FOR

FAIRFIELD GLADE

**Michael J. Zenner, Esq.
Weinstock & Scavo, P.C.
3405 Piedmont Road, N.E.
Suite 300
Atlanta, GA 30308**

BOOK 1006 PAGE 1988

TABLE OF CONTENTS

| | <u>Page</u> |
|---|-------------|
| I. DEFINITIONS | 1 |
| II. DEVELOPMENT | 6 |
| 1. Development of the Properties | 6 |
| 2. Land Restriction Plan | 6 |
| III. FUTURE DEVELOPMENT | 7 |
| 1. Annexation of Additional Property by Declarant and Non-Declarant Developers | 7 |
| 2. Covenants Respecting the Additional Property | 8 |
| 3. Annexation of Property by the Club | 9 |
| IV. MEMBERSHIP AND VOTING RIGHTS | 10 |
| 1. Classes of Membership | 10 |
| 2. Guest Privileges | 12 |
| 3. Board of Directors | 13 |
| V. PROPERTY RIGHTS | 14 |
| 1. General | 14 |
| 2. Easement of Enjoyment | 14 |
| 3. Owner's Right to Ingress, Egress, Use and Support | 15 |
| 4. Easement for Additional Property | 15 |
| 5. Use of Common Area | 16 |
| 6. Easements for Utilities, Etc. | 16 |
| VI. UTILITIES, ROADS AND RECREATIONAL FACILITIES | 16 |
| 1. Water System | 16 |
| 2. Central Sewer System | 17 |
| 3. Roads and Streets | 19 |
| 4. Recreational Facilities | 20 |
| 5. Overlap with Municipal Incorporation. | 20 |
| VII. LIMITED COMMON AREAS | 21 |
| 1. Owners' Easement of Enjoyment | 21 |
| 2. Maintenance and Repair | 21 |
| 3. Title to Limited Common Areas | 21 |

| | | |
|-------|--|----|
| VIII. | COVENANT FOR ASSESSMENTS | 21 |
| 1. | General Assessment | 21 |
| 2. | Special Assessments | 22 |
| 3. | Assessments Payable by Declarant | 22 |
| 4. | Administrative Fees | 23 |
| 5. | Creation of the Lien and Personal Obligation for Assessments | 23 |
| 6. | Effect of Nonpayment of Assessments | 25 |
| 7. | Computation of Assessments | 25 |
| 8. | Wilshire Addition | 25 |
| IX. | CLUB POWERS AND RESPONSIBILITIES | 25 |
| A. | IN GENERAL | 25 |
| 1. | Common Area | 25 |
| 2. | General Powers | 25 |
| 3. | Rules and Regulations | 26 |
| 4. | Enforcement of Restrictions | 26 |
| 5. | Power to Assess | 26 |
| 6. | Implied Rights | 26 |
| 7. | Board Right to Act | 26 |
| B. | MAINTENANCE | 27 |
| 1. | Club Responsibility | 27 |
| 2. | Owner's Responsibility | 27 |
| C. | INSURANCE AND CASUALTY OR LIABILITY LOSSES | 28 |
| 1. | Insurance | 28 |
| 2. | Disbursement of Proceeds | 28 |
| 3. | Lot Owner's Responsibility | 28 |
| X. | CONDEMNATION | 29 |
| XI. | PARTY WALLS | 29 |
| 1. | General Rules of Law to Apply | 29 |
| 2. | Sharing of Repairs and Maintenance | 29 |
| 3. | Destruction by Fire or Other Casualty | 29 |
| 4. | Weatherproofing | 29 |
| 5. | Right to Contribution Runs With Land | 30 |
| 6. | Arbitration | 30 |

| | | |
|-------|---|----|
| 7. | Wilshire Addition | 30 |
| XII. | ARCHITECTURAL CONTROLS | 30 |
| 1. | Architectural Control Committee (ACC) | 30 |
| 2. | Single Family Lots | 31 |
| 3. | Multifamily and Commercial Development | 33 |
| 4. | Approval of Plans | 33 |
| 5. | Construction Criteria and Requirement of Compliance With Law | 33 |
| 6. | Sewage Disposal | 34 |
| 7. | Water Supply | 34 |
| 8. | Connection to Central Sewer System | 34 |
| 9. | Wilshire Addition | 34 |
| XIII. | USE RESTRICTIONS | 34 |
| 1. | General | 34 |
| 2. | Residential Use | 34 |
| 3. | Temporary Structures | 35 |
| 4. | Setbacks | 35 |
| 5. | Side Yards | 35 |
| 6. | Lots Near Lakes, Water Courses, Golf Courses, Permanent Parks, Permanent Recreational Tracts | 35 |
| 7. | Outbuildings | 36 |
| 8. | Protective Screening | 36 |
| 9. | Signs | 36 |
| 10. | Model Houses | 36 |
| 11. | Easements | 37 |
| 12. | Nuisances | 37 |
| 13. | Pets | 37 |
| 14. | Oil and Mining Operations | 37 |
| 15. | Clotheslines, Garbage Cans, Woodpiles, Etc. | 37 |
| 16. | Lighting | 37 |
| 17. | Sight Distance at Intersections | 38 |
| 18. | Parking | 38 |
| 19. | Drainage | 38 |
| 20. | Use of Water Bodies | 38 |
| 21. | Wilshire Addition | 38 |
| XIV. | GENERAL PROVISIONS | 38 |
| 1. | Coverage and Term | 38 |
| 2. | Enforcement | 38 |

| | | |
|-----|--|----|
| 3. | Priority of Documents | 39 |
| 4. | Amendment | 40 |
| 5. | Indemnification | 41 |
| 6. | Merger and Subdivision of Lots | 41 |
| 7. | Severability | 42 |
| 8. | Perpetuities | 42 |
| 9. | Conveyances Subject to Easements | 42 |
| 10. | Incorporation by Reference | 42 |
| 11. | Interpretation | 43 |
| 12. | Construction | 43 |
| 13. | Captions | 43 |
| 14. | Gender and Grammar | 43 |
| 15. | Notice | 43 |

AMENDED AND RESTATED DECLARATION OF COVENANTS AND
RESTRICTIONS FOR FAIRFIELD GLADE

This Amended and Restated Declaration of Covenants and Restrictions for Fairfield Glade (hereinafter the "Declaration" or "1997 Declaration") is made on the 5th day of November, 1997, by the affirmative vote of a majority of the votes cast by the voting Members of Fairfield Glade Community Club and by adoption of the same by Fairfield Communities, Inc. By virtue of the recording of this 1997 Declaration, all of the Property described in Exhibit "A" attached hereto and incorporated herein by this reference (sometimes hereinafter referred to as the "Exhibit "A" Property"), and any Additional Property as may by subsequent amendment or supplemental declaration be added and subjected to this Declaration 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 submitted to this Declaration and which shall be binding on all parties having any right, title or interest in the Exhibit "A" Property and any portion of the Additional Property made subject hereto, their heirs, successors, successors in title, and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I
Definitions

Section 1. "Additional Properties" shall mean and refer to all that property described on Exhibit "B," attached hereto and incorporated herein by this reference, which shall include all Reserved Properties.

Section 2. "Architectural Control Committee" or "ACC" shall mean and refer to that certain committee as empowered in accordance with Article XII hereof.

Section 3. "Annex" or "Annexation," whether or not capitalized, shall mean and refer to the process set forth in Article III hereof, whereby property is made subject to this Declaration.

Section 4. "Board of Directors" or "Board" shall mean and refer to the elected body of the Club having its normal meaning under the Tennessee Nonprofit Corporation Act and other governing law.

Section 5. "Bylaws of the Club" or "Bylaws" shall mean and refer to those By-Laws of the Club which govern the administration and operation of the Club, as the same may be amended from time to time.

Section 6. "Central Sewer System" shall mean and refer to the waste water treatment facilities, collection lines, pumping stations and all appurtenances providing sanitary sewer

service to the Properties to the extent required and subject to the provisions of Article VI, Section 2 hereof.

Section 7. "Charter" shall mean and refer to the Charter of Fairfield Glade Community Club on file with the Secretary of State of the State of Tennessee, as same may be amended from time to time.

Section 8. "Club" shall mean and refer to Fairfield Glade Community Club, a non-profit corporation organized under the laws of the State of Tennessee.

Section 9. "Commercial Development" shall mean and refer to the construction and development of structures intended for business, professional and/or commercial use.

Section 10. "Common Expenses" shall mean and refer to the actual and estimated expenses of operating the Club and the Properties, including any reasonable reserve, all as may be imposed hereunder or found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws and the Charter.

Section 11. "Common Area" shall mean and refer to those areas of land designated as Common Area or Common Properties on any recorded plat or other document relating to the Properties as of the Effective Date of this 1997 Declaration or as may be designated in any future recorded plats for Additional Property or other property made subject to this Declaration pursuant to the terms hereof, which, together with the facilities, improvements and personal property thereon, are intended to be devoted to the common use and enjoyment of Members of the Club.

Section 12. "Declaration" or "1997 Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants and Restrictions for Fairfield Glade, as recorded on the Effective Date hereof, together with all subsequent amendments and Supplemental Declarations hereto adopted in accordance with this Declaration and filed for record in the office of the Register of Deeds for Cumberland County, Tennessee.

Section 13. "Declarant" shall mean Fairfield Communities, Inc., together with any successor or assign in interest who comes to stand in the same relation to the Properties as Fairfield Communities, Inc., and is so designated in writing by Declarant. At any given time, there shall be no more than one Declarant.

Section 14. "Development Period" shall mean and refer to a period of time commencing on the Effective Date of this 1997 Declaration and ending at such time as all of the Additional Property (other than Common Areas or Reserved Property) has been subjected to this Declaration by Supplemental Declaration and/or sold or conveyed by Declarant to third parties.

Section 15. "Effective Date" when used in reference to this Declaration, shall mean and refer to the date this 1997 Declaration is recorded in the Office of the Register of Deeds for Cumberland County, Tennessee.

Section 16. "Exhibit "A" Property" or "Exhibit "A" Properties" shall mean and refer to the property described on Exhibit "A" attached hereto and incorporated herein by this reference, which property is subject to the Declaration as of the Effective Date hereof.

Section 17. "Family" shall mean a single person or married couple and their "dependents", if any, as defined under current federal income tax regulations.

Section 18. "Foreclosure" shall mean and refer to, without limitation, the judicial or non-judicial foreclosure of a Mortgage or the conveyance of secured property by a deed in lieu of foreclosure or cancellation or other termination of a contract for deed or installment sales contract.

Section 19. "Golf Course" shall mean and refer to any golf course owned by the Club.

Section 20. "Interval Ownership" shall mean any timeshare or other interval estate, use or ownership defined or otherwise permitted by applicable Tennessee law including, without limitation, (i) timeshare estates owned or leased in property devoted to a timeshare fee or a timeshare lease, (ii) a timeshare or other interval use consisting of a contractual right of exclusive occupancy, whereby the use, occupancy or possession circulates among owners of a timeshare estate or interval according to a fixed or floating time schedule on a periodic basis annually over a period in excess of one (1) year, (iii) fractional or undivided interests in Living Units or other units of interval ownership; (iv) systems utilizing point based assignments of occupancy rights; or (v) vacation clubs. "Interval" shall mean and refer to a time period in a Living Unit subject to Interval Ownership.

Section 21. "Land Restriction Plan" shall mean and refer to that certain Land Restriction Plan described in Article II, Section 2 hereof, as the same may be modified, supplemented or amended.

Section 22. "Limited Common Area" shall mean and refer to those areas of land designated as "Limited Common Area" or "Limited Common Property" upon any recorded Subdivision Plat of the Properties intended to be devoted to the common use and enjoyment of specifically designated owners, together with the facilities, improvements and personal property located thereon.

Section 23. "Living Unit" shall mean and refer to any structure or portion thereof designed and intended for use and occupancy as a residence by a single Family, or by Interval Owners where dedicated to such use in a recorded declaration.

Section 24. "Lot" shall mean and refer to any numbered Lot as shown on any recorded Subdivision Plat for the Properties and shall include a Living Unit, if any, located on such Lot.

Section 25. "Member" or "Members" or "Membership" shall mean and refer to Class A Charter Members, Regular Members and Business Members of the Club and shall include, subject to the terms and conditions hereof, the Declarant and any Non-Declarant Developer.

Section 26. "Member in Good Standing" shall mean and refer to a Member who is not delinquent with respect to the payment of any assessments, fees or other charges owing to the Club and who is otherwise not in violation of any provision of this Declaration, the By-Laws or Rules and Regulations of the Club.

Section 27. "Mortgage" shall mean and refer to a mortgage, deed to secure debt, deed of trust, installment sales contract or contract for deed, and a "First Mortgage" shall mean and refer to any installment sales contract or contract for deed or to any first priority mortgage, deed to secure debt or deed of trust.

Section 28. "Mortgagee" shall mean and refer to a beneficiary, grantee or holder of a Mortgage. A "First Mortgagee" is the beneficiary, grantee or holder of a First Mortgage.

Section 29. "Mortgagor" shall mean and refer to the grantor of a Mortgage.

Section 30. "Multifamily Structure" shall mean and refer to any building containing two or more Living Units located on a single parcel of land.

Section 31. "Multifamily Residential Development" shall mean and refer to the development and construction of one or more Multifamily Structures and/or Single Family Attached Structures. Multifamily Residential Development may, but need not, include Living Units subject to Interval Ownership.

Section 32. "Non-Declarant Developer" shall mean any person or entity other than Declarant or the Club engaged primarily in the business of land development and resale, who seeks to subject all or any portion of the Additional Property to the Declaration as provided in Article III hereof.

Section 33. "Owner" shall mean and refer to the record owner, whether one (1) or more persons, of the fee simple title to any Lot or Living Unit or other tract or parcel of land located within the Properties made subject to this Declaration, or, in the case of a contract for deed or installment sales contract, the purchaser under such contract for deed or installment sales contract. All Owners of Intervals within a Living Unit shall be considered as Co-Owners of said Living Unit. The term "Owner" shall not include any person holding such interest solely as security for the payment or satisfaction of an obligation. Subject to the terms and conditions hereof, the term "Owner" shall include the Declarant and any Non-Declarant Developer.

Section 34. "Parcel" shall mean any designated tract of land shown on any Subdivision Plat for the Properties.

Section 35. "Person" shall mean and refer to a natural person, a corporation, a partnership, a limited liability company, trustee, or other legal entity.

Section 36. "Properties" shall mean and refer to the Exhibit "A" Properties and to such portions of the Additional Property or other properties as are made subject to this Declaration in accordance with the terms hereof. Properties shall also include the Common Area.

Section 37. "Reserved Properties" shall mean and refer to those areas so designated now or in the future on any Subdivision Plat for the Properties or otherwise designated as Reserved Property in this Declaration or any Exhibit hereto.

Section 38. "Rules and Regulations" shall mean and refer to those Rules and Regulations as promulgated by the Board of Directors or the Membership of the Club pursuant to this Declaration and the Bylaws.

Section 39. "Single Family Attached Structure" shall mean and refer to any structure containing one or more Living Units attached to each other but with each Living Unit located on a separate parcel of land.

Section 40. "Single Family Detached Structure" shall mean and refer to any building intended for use as a Living Unit and not attached to any other structure.

Section 41. "Single Family Lot" shall mean and refer to any Lot or area of Lots so designated on any recorded Subdivision Plat for the Properties.

Section 42. "Single Family Residential Development" shall mean and refer to the construction and development of Single Family Detached Structures intended for use and occupancy as a residence by a single family. Single Family Residential Development shall not include Living Units subject to Interval Ownership.

Section 43. "Special Agreement" shall mean an agreement entered into between the Club and a Non-Declarant Developer in accordance with Article III, Section 1 hereof involving property to become subject to the Declaration. A Special Agreement may, but need not, contain additional provisions applicable to a particular Non-Declarant Developer and its successors and assigns as may be mutually agreed between the Club and any such Non-Declarant Developer, but in any event shall be subject in all respects to the provisions of the Declaration and the Land Restriction Plan. All Special Agreements shall be kept in the offices of the Club and shall be subject to review by Members during normal working hours.

Section 44. "Subdivision Plat(s)" shall mean and refer to any Subdivision Plat or other plat of the Properties filed of record with the Office of the Register of Deeds for Cumberland County, Tennessee.

Section 45. "Supplemental Declaration" shall mean and refer to a declaration of covenants, conditions and restrictions which, from and after the date of recording of this Declaration, by its terms, subjects designated Additional Property (or other property pursuant to Article III, Section 3 hereof) to this Declaration. Such Supplemental Declaration may contain supplemental covenants and restrictions to reflect the different character of an area, so long as such complementary additions and modifications shall be consistent with and comply with the covenants and restrictions set forth herein and in the Land Restriction Plan; provided, however, nothing herein shall prohibit a Supplemental Declaration from having additional or more restrictive covenants or restrictions which are unique to the properties then being subjected to the Supplemental Declaration.

Section 46. "Tennessee Decrees" shall mean and refer collectively to that certain Memorandum Opinion of Chancellor Vernon Neal of the Chancery Court for Cumberland County, Tennessee dated October 14, 1981 and filed of record October 15, 1981; to that certain Decree of the Chancery Court for Cumberland County, Tennessee dated December 7, 1981 and filed of record December 8, 1981; and to that certain Agreed Decree of the Chancery Court for Cumberland County, Tennessee dated August 17, 1984 and filed of record on August 20, 1984.

Section 47. "Wilshire Addition" shall mean and refer to Wilshire Addition, Block 1, Lots 1-207 per Plats filed March 14, 1970 in Plat Book 3, Pages 19-21, in the Office of the Register of Deeds for Cumberland County, Tennessee.

ARTICLE II **Development**

Section 1. Development of the Properties. All of the Properties shall be developed, held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth herein and in compliance with the Land Restriction Plan and any applicable Subdivision Plat, provided, however, any Additional Property not subjected to this Declaration may be used, developed, operated or sold by the Declarant or any Non-Declarant Developer in their sole and absolute discretion subject to Article III, Section 2 hereof.

Section 2. Land Restriction Plan. Any Additional Property described on Exhibit "B" made subject to this Declaration by the recording of a Supplemental Declaration, shall, upon the recording of such Supplemental Declaration, also be subject to that certain Land Restriction Plan recorded at Deed Book 1006, Page 3120, in the Office of the Register of Deeds for Cumberland County, Tennessee. Pursuant to the Land Restriction Plan, certain portions of the Additional Property specified therein which are made subject to the 1997 Declaration through the filing of a Supplemental Declaration are restricted to Single Family Residential Development, certain portions of the Additional Property specified therein which are made subject to the 1997

Declaration through the filing of a Supplemental Declaration are restricted to Single Family Residential Development and Multifamily Residential Development and certain portions of the Additional Property specified therein which are made subject to the 1997 Declaration through the filing of a Supplemental Declaration are restricted to Single Family Residential Development, Multifamily Residential Development and Commercial Development. The Land Restriction Plan further sets forth certain development criteria which must be adhered to in respect to each type of development. By virtue of the recording of this 1997 Declaration, any Additional Property as may by subsequent amendment or Supplemental Declaration be added and subjected to this Declaration shall also be held, sold and conveyed subject to the terms of the Land Restriction Plan. The Land Restriction Plan may be amended from time to time by the mutual written agreement of the Declarant and the Board of Directors of the Club, without a vote of the Members. Nothing in the Land Restriction Plan shall be deemed to limit or restrict the use of Additional Property not subjected to the Declaration, except as provided in Article III, Section 2 hereof.

ARTICLE III **Future Development**

Section 1. Annexation of Additional Property by Declarant and Non-Declarant Developers.

(a) Annexation of Additional Property. Except as otherwise provided in subparagraph (b) hereof, the Declarant and any Non-Declarant Developer shall have the right, privilege and option (but not the obligation) from time to time and at any time to subject to the provisions of this Declaration and the jurisdiction of the Club, pursuant to the terms and conditions contained within this Declaration, all or any portion of the Additional Property set forth on Exhibit "B" by filing with the Register of Deeds for Cumberland County, Tennessee a Supplemental Declaration annexing such property. The filing of such a Supplemental Declaration shall also subject such property to the terms and provisions of the Land Restriction Plan referred to in Article II, Section 2 hereof. Such Supplemental Declaration shall not require the approval of the Club or its Board of Directors, but shall comply in all respects with the Land Restriction Plan. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration, unless otherwise provided therein. The Declarant or any Non-Declarant Developer shall provide the Club with a copy of any such Supplemental Declaration at the time of recordation. Notwithstanding the foregoing, no such annexation of Additional Property by a Non-Declarant Developer shall be effective unless and until such Non-Declarant Developer has entered into a Special Agreement with the Club wherein the Non-Declarant Developer agrees to pay to the Club all fees and to construct all utilities and improvements in respect to the property being annexed which would be required to be paid or constructed by Declarant pursuant to Article VI of this Declaration.

BOOK 1006 PAGE 1999

(b) Annexation of Common Area and Prior Notice of Certain Annexations.

- (i) Notwithstanding the provisions of subparagraph (a) hereinabove, the Club, acting by and through its Board of Directors, must first consent to any annexation of Additional Property by Declarant or any Non-Declarant Developer which includes developed Common Area(s) containing recreational facilities, amenities or other improvements or facilities which must be maintained by the Club; provided such consent shall not be unreasonably withheld.
- (ii) The Club shall accept any undeveloped Common Area designated as such on a Supplemental Declaration filed by Declarant or any Non-Declarant Developer pursuant to subparagraph (a) above so long as such undeveloped Common Area is not subject to any commitment to develop the same with any improvements.
- (iii) The Declarant or any Non-Declarant Developer shall give the Club at least sixty (60) days prior written notice before annexing any Additional Properties which include any Multifamily Residential Development or Commercial Development, which notice shall include any plats or surveys which exist showing the size and location of all structures and improvements to be constructed on such property, and such other information as the Declarant or any Non-Declarant Developer shall determine or the Club shall reasonably request. In the case of Multifamily Residential Development, such notice shall include the number of Living Units, the location of such Living Units, and a statement as to which Living Units, if any, will be subject to Interval Ownership. The foregoing notice shall be a condition precedent to any such annexation; provided, however, that the right to such notice shall not be deemed to create or imply any right of consent or power to reject the annexation of such Additional Properties.

Section 2. Covenants Respecting the Additional Property. All portions of the Additional Property shall be subject to this paragraph whether or not annexed to the Properties pursuant to Section 1 of this Article.

(a) The Additional Property shall not be used as a manufacturing facility, incinerator, or for any type of use involving hazardous materials of any type or causing unreasonable noise or disturbance. It is acknowledged and agreed that the covenants contained in this paragraph shall run with the Additional Property and shall be binding on the Declarant and its successors and assigns in interest to the Additional Property and any sale, lease, transfer or other conveyance of all or any part of the Additional Property to any transferee shall be

subject to the provisions of this paragraph and the provisions of this paragraph shall be incorporated into any deed respecting all or any portion of the Additional Property not previously subject to this Declaration.

(b) In the event (1) the Declarant or any Non-Declarant Developer sells or otherwise develops all or any portion of the Additional Property, (2) such Additional Property has not been made subject to this Declaration, and (3) such Additional Property is then contiguous with all or any portion of the Properties, then the Declarant or any Non-Declarant Developer shall reserve and transfer to the Club, at no cost to the Club, as undeveloped Common Area, an area sufficient to reasonably create a buffer zone or green belt between the existing contiguous Properties and such Additional Property. The size of such reasonable buffer zone or green belt shall be determined based on the nature of the Properties contiguous to such Additional Property and the use to which the transferee or Declarant or any Non-Declarant Developer plans to put such Additional Property and shall be subject to such usual and customary reserved easements for access, utilities and other purposes as are reasonably required for the normal intended use of such Additional Property by its owners, provided that use of such easements shall not materially alter the appearance or usefulness of such areas as greenbelts or buffer zones in separating such contiguous Properties from the Additional Property. The Declarant or any Non-Declarant Developer shall give the Club prior written notice identifying the area proposed to be so reserved and transferred. In the event the Club determines, based on the foregoing considerations, that such buffer zone or green belt proposed by the Declarant or any Non-Declarant Developer is insufficient, the Declarant or any Non-Declarant Developer shall offer such additional contiguous land as the Club shall reasonably request as additional buffer zone or green belt, provided, however, in such event the Club shall pay to the Declarant or any Non-Declarant Developer the lower of (a) the fair market value of such additional buffer zone or green belt property, or (b) the value of such additional buffer zone or green belt property computed on the basis of the price at which the Declarant or any Non-Declarant Developer has offered to sell or otherwise transfer the Additional Property to a bona fide third party.

Section 3. Annexation of Property by the Club. The Club shall have the right to acquire and annex real property to the provisions of this Declaration and to the jurisdiction of the Club by filing for record with the Register of Deeds in Cumberland County, Tennessee, a Supplemental Declaration in respect to the property being annexed. Such annexation shall not require the approval of the Membership or Declarant (except as set forth hereinbelow) and shall be effective upon filing, unless otherwise provided therein. All annexations of real property by the Club shall be subject to the following conditions:

(a) All such real property shall be designated as Common Area.

(b) During the Development Period, the Club shall give at least sixty (60) days prior written notice of any such annexation to the Declarant. Such notice shall be a condition precedent to any such annexation; provided, however, that except as required by Section 3(c)(iii)

below, the right to such notice shall not be deemed to create or imply any right of consent or power to reject such annexation.

(c) Any annexation of real property not subject to the Land Restriction Plan shall:

- (i) Be restricted to the following uses: waste water treatment facilities; buffer zones or green spaces between the Properties and neighboring development; parks; and recreational amenities, including golf courses; and
- (ii) Require approval by the affirmative vote of two-thirds (2/3) of the Membership votes present in person or by proxy at a meeting duly called for such purpose if the purchase cost of said real property being annexed exceeds five (5) percent of the Club's prior year audited operating revenue; and
- (iii) Unless the right to such consent has been waived in writing by Declarant, any such annexation shall, during the Development Period, require the written consent of Declarant, which consent shall not be unreasonably withheld.

ARTICLE IV **Membership and Voting Rights**

Section 1. Classes of Membership. The Club shall have the following classes of memberships:

(a) Class A Charter Membership. Every Owner of a Lot originally purchased from the Declarant by contract or deed dated prior to April 20, 1970 shall be a Class A Charter Member of the Club, unless such Class A Charter Membership has been terminated prior to the Effective Date hereof by resignation, failure to pay dues or otherwise. Such Owners shall have one (1) Class A Charter Membership per Lot. Class A Charter Memberships are voluntary and a Class A Charter Member may resign at any time. Dues on Class A Charter Memberships are fixed at Twenty-Five Dollars (\$25.00) per year and may be raised only by the affirmative vote of a majority of such Class A Charter Members. A Class A Charter Membership may be transferred by a Class A Charter Member by sale of the Class A Charter Member's Lot. If a Class A Charter Membership is terminated by resignation, failure to pay dues, or otherwise, it cannot be renewed. Each Class A Charter Membership shall have one (1) vote, which shall be exercised by the Owner or a designated Co-Owner of a Lot or Living Unit. Rescission of a contract of purchase by the Declarant for any reason shall terminate a Membership based upon such contract.

BOOK 1006 PAGE 2002

(b) Regular Membership.

(i) Every Person who owns at least an undivided one-half interest in fee simple in any Lot or Living Unit (not subject to Interval Ownership) sold by the Declarant or any Non-Declarant Developer after April 19, 1970 or who has executed, as buyer, an installment sales contract or contract for deed with the Declarant or any Non-Declarant Developer for such an interest (hereinafter an "Owner") shall be a Regular Member of the Club, provided that any person who holds such interest merely as security for the performance of an obligation shall not be a Regular Member. If the ownership of a Lot or Living Unit (not subject to Interval Ownership) is so divided that no Person owns as much as an undivided one-half interest, then a majority of the Co-Owners may designate not more than two of the Co-Owners to be the Members of the Club for such Lot or Living Unit. There shall be one (1) vote for each such Lot or Living Unit, which vote shall be exercised by an Owner or Co-Owner of the Lot or Living Unit as provided in the Bylaws. Any Person who owns or has executed, as buyer, an installment sales contract or contract for deed for such an interest in a Lot, tract or parcel of land which is or will be used for purposes of operating one or more commercial businesses and is made subject to the 1997 Declaration after the Effective Date hereof, shall be a Regular Member of the Club on the same basis as set forth above.

(ii) Those Owners who own an Interval, or who have entered, as buyer, into an installment sales contract or contract for deed with the Declarant or any Non-Declarant Developer for an Interval shall be Regular Member - Interval Owners - of the Club. Such Members shall be entitled to exercise the privileges of Membership only during the period of their Intervals or during any reserved times in other Intervals, but shall not be entitled to exercise the privileges of Membership at other times. When an Interval is owned by two or more Co-Owners then a majority of the Co-Owners may designate no more than two of such Co-Owners to be the Members of the Club during the period of their Interval, with the remaining Co-Owners being entitled to guest privileges during the period of their Interval(s). There shall be one vote for each Living Unit that is included in an Interval Ownership declaration and such votes shall be exercised as set forth in the Supplemental Declaration subjecting such property to Interval Ownership. Owners of Intervals may assign their Membership rights and privileges to Persons (who shall be considered as designated licensees) who are occupying an Interval Living Unit with specific authorization from the Owner or Co-Owner or by virtue of an Interval exchange program or other similar program providing for the exchange of Interval use rights, provided that such designated licensees shall be limited to not more than two (2) Memberships per each such Interval Living Unit or separately keyed sub-unit which is separately paying assessments on the same basis as a Living Unit. All such assignees of Interval Membership rights shall be subject to the terms and conditions of this Declaration, the Bylaws, and the Rules and Regulations of the Club. No Interval Owner shall be excused from the obligation to pay assessments by virtue of an assignment of Membership rights.

(c) Business Membership. Each entity, other than a natural person, which owns a fee simple interest in any Lot or Living Unit sold by Declarant or any Non-Declarant

Developer after April 19, 1970 or which has executed, as buyer, an installment sales contract or contract for deed with the Declarant or any Non-Declarant Developer for such an interest, shall hold a Business Membership in the Club, provided that any entity which holds such interest in a Lot or Living Unit merely as security for the performance of an obligation shall not hold a Business Membership. The holder of a Business Membership shall be entitled to designate one (1) Family to enjoy the privileges of Membership in accordance with the Rules and Regulations of the Club. There shall be one (1) vote for each Lot or Living Unit subject to a Business Membership, and the Family designated as being entitled to the privileges of Membership shall be entitled to vote the Membership.

(d) Declarant Membership. The Declarant shall hold a Declarant Membership in the Club so long as it is the record Owner of a Lot, Living Unit or Interval which is part of the Properties, which Declarant Membership shall, except as otherwise set forth herein, include all of the privileges and obligations of a Regular Membership. Declarant shall have voting rights on the same basis as a Regular Member in respect to those Lots, Living Units or Intervals on which it is required to pay general and special assessments pursuant to Article VIII, Section 3 hereof. Declarant shall have no voting rights in respect to those Lots, Living Units or Intervals on which it is not required to pay general and special assessments pursuant to Article VIII, Section 3 hereof.

(e) Non-Declarant Developers. Non-Declarant Developers shall hold a Regular Membership for each Lot, Living Unit or Interval owned in fee simple by such Non-Declarant Developers, provided that any Non-Declarant Developer who holds such interest in a Lot, Living Unit or Interval merely as security for the performance of an obligation shall not hold a Regular Membership in the Club. Except as otherwise expressly set forth herein, Non-Declarant Developers shall be subject to all rights and obligations of a Regular Member or Regular Member-Interval Owner, as the case may be (including, without limitation, the obligation to pay assessments) in respect to each such Lot, Living Unit or Interval. Except as expressly provided herein, Non-Declarant Developers shall not be entitled to exercise any right, power or privilege granted to the Declarant in this Declaration as developer of the Property.

Section 2. Guest Privileges.

(a) All Members of the Club shall be entitled to reasonable guest privileges.

(b) During such time as the Declarant is actively engaged in the sale and development of the Properties, guest privileges shall be made available to customers and prospective customers of the Declarant as reasonably required to assist in its marketing and sale of Lots and Living Units within the Properties.

(c) During such time as the Declarant or any other Person ("Hotel Owner") owns and operates the hotel facility now known as The Lodge and designated as a Reserved Property (including any replacement or successor facility) (the "Hotel"), guest privileges shall be made available to guests of the Hotel during such time as said guests are actually staying at the Hotel.

(d) The Club shall be entitled to issue guest passes and exercise such guest privileges as may be reasonably necessary or appropriate for the operation or maintenance of specific facilities owned by the Club.

(e) All guest privileges provided for herein shall be subject to such reasonable guest fees and Rules and Regulations governing guest privileges as may be adopted from time to time by the Board, provided that all such guest fees and Rules and Regulations governing guest privileges shall be applied uniformly to the Declarant, all other classes of Members (whether resident or non-resident), the Hotel Owner and the Club and to their respective guests. No such Rule or Regulation shall limit the number of guests available to the Declarant under Section 2(b) hereof below a number reasonably acceptable to the Declarant.

Section 3. Board of Directors.

(a) Number. The Board of Directors shall consist of seven (7) voting members as follows:

(b) Declarant Representation. During the Development Period, one voting director shall be elected by the entire voting Membership from a slate of one or more nominees selected by the Declarant (the "Declarant Director") as further set forth in the By-Laws of the Club. Thereafter, for a period of two (2) years, one (1) non-voting, ex-officio director shall be elected by the entire voting Membership from a slate of one or more nominees selected by the Declarant (the Ex-Officio Declarant Director), provided that such Ex-Officio Declarant Director shall have the right to receive notice of, attend, and participate in all meetings of the Board of Directors. The Declarant may, at any time, relinquish its right to have one director elected by the Membership as set forth herein by filing in the Office of the Register of Deeds for Cumberland County, Tennessee, a written statement executed by Declarant relinquishing said right. Nothing in this Section (b) shall prohibit the Declarant from exercising its membership votes in the election of directors to the extent of Lots or Living Units owned by the Declarant and for which the Declarant pays assessments.

(c) Interval Owner Director. One (1) voting director (the Interval Owner Director) shall be elected by the entire voting Membership from a slate of one or more nominees consisting of Interval Owners in Good Standing selected by the Interval Owners, or by an Executive Council representing Interval Owners as further set forth in the Bylaws of the Club.

(d) At Large Directors. All other directors shall be voting directors and shall consist of Members in Good Standing nominated and elected by the entire voting Membership as provided in the Bylaws of the Club (hereinafter "At Large Directors").

(e) Board Composition. During the Development Period, the Board shall consist of the Declarant Director, the Interval Owner Director and five (5) At Large Directors. For a period of two (2) years following expiration of the Development Period, the Board shall consist of the non-voting Ex-Officio Declarant Director, the Interval Owner Director and six (6) At

Large Directors. Thereafter, the Board shall consist of one (1) Interval Owner Director and six (6) At Large Directors.

(f) Vacancies. Any vacancy in the Board of Directors caused by the death, removal or resignation of the director elected from a slate of one or more nominees selected by Declarant pursuant to Subsection (b) hereof shall be filled by a vote of the majority of the remaining directors from a slate of one or more nominees selected by Declarant and any such person so selected shall serve for the remainder of the vacated term. Any other vacancies in the Board of Directors shall be filled by a vote of the majority of the remaining directors, in accordance with the Bylaws, and any such person so selected shall serve for the remainder of the vacated term.

ARTICLE V **Property Rights**

Section 1. General. Each Owner shall be entitled to exclusive ownership and possession of his Lot or Living Unit, and Owners of Intervals in Living Units committed to Interval Ownership shall be entitled to exclusive possession of their Living Unit during the period of their Interval, subject to the provisions of this Declaration. The ownership of each Lot, Living Unit or Interval shall include, and there shall pass with the title to each such Lot, Living Unit or Interval as an appurtenance thereto, whether or not separately described, all rights and obligations of a Member in the Club and all of the right and interest of use in and to the Common Area as set forth herein.

Section 2. Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area subject to any restrictions, limitations, or provisions contained in this Declaration and subject to such reasonable policies and procedures, and Rules and Regulations as may be adopted from time to time by the Board of Directors of the Club or the Membership. The aforementioned right and easement of enjoyment shall be appurtenant to and shall pass with the title to every Lot or Living Unit subject to the following easements, reservations, rights and provisions, which are expressly reserved hereby:

(a) the right of the Club to suspend a Member's voting rights, if any, and right to use the facilities as may be located on the Common Area for any period during which (i) any assessment, fine or other charge as may be due the Club remains unpaid for a period of thirty (30) days or more, and (ii) for any violation of this Declaration, the Design Standards, or Rules and Regulations of the Club, for the duration of the infraction and for an additional period thereafter not to exceed thirty (30) days, provided that nothing in this paragraph shall be construed to relieve an Owner of any obligations of Membership.

(b) the right of the Club to borrow money (i) for the purpose of improving the Common Area, or any portion thereof, (ii) for acquiring additional Common Area, (iii) for constructing, repairing, maintaining or improving any facilities located or to be located within the Common Area, or (iv) for providing the services authorized herein, and, subject to the

provisions herein, to give a Mortgage or pledge the revenues of the Club as security for the payment of any such loan; provided, however, that the lien and encumbrance of any such Mortgage or pledge given by the Club shall be subject and subordinate to any and all rights, interests, options, licenses, easements and privileges herein reserved or established for the benefit of the Declarant, any Owner or the holder of any Mortgage, irrespective of when such Mortgage was executed or given;

(c) the right of the Club to dedicate, transfer, or grant permits, licenses, or easements in and to the Common Area for utilities, roads, and other purposes reasonably necessary or useful for the proper development, maintenance, or operation of the Properties, the Additional Property or any portions thereof;

(d) the rights and easements reserved herein for the benefit of the Declarant and the Club.

(e) the right of the Club to charge reasonable service or user fees, administration fees and other fees for the use and enjoyment of the Common Areas.

(f) the right of the Declarant until all Lots and Living Units owned by Declarant and located within the Properties have been sold to make use of the Common Areas to encourage sales.

Section 3. Owner's Right to Ingress, Egress, Use and Support. Every Owner shall have the right of ingress and egress over, upon, and across the Common Area necessary for access to his or her Lot or Living Unit and shall furthermore have the right to lateral support. Such rights shall be appurtenant to and pass with the title to each Lot or Living Unit and shall be subject to the terms of this Declaration. However, every Owner, by accepting title to a Lot or Living Unit, acknowledges and agrees that such access, ingress and egress shall be limited to roads, streets, sidewalks, walkways, parking lots and trails located within the Properties from time to time, provided that pedestrian and vehicular access to and from all Lots or Living Units shall be provided at all times. There is reserved unto the Club, the right and privilege, but not the obligation to maintain gates controlling vehicular access to and from the Properties.

Section 4. Easement for Additional Property. There is hereby granted to Declarant, its successors, assigns and successors-in-title to the Additional Property and all parts thereof for the benefit of and as an appurtenance to the Additional Property and as a burden upon the Properties, a perpetual, alienable and transferrable right and easement for (i) pedestrian and vehicular ingress, egress and parking, across, within, and on all roads, sidewalks, trails and parking facilities, from time to time located within the Properties; and (ii) the installation, maintenance, repair, replacement, connection and use of security systems, drainage systems, storm sewers, and electrical, gas, telephone, water, and master television antennas and/or cable system lines, provided that nothing contained in this paragraph shall be construed to create any obligation on the part of the Club to construct or maintain the foregoing, and (iii) the offer and sale of Lots and Living Units by the Declarant to prospective and actual purchasers.

Section 5. Use of Common Area. The Common Areas shall be used and enjoyed by the Members in a manner consistent with their intended purpose, as reasonably interpreted by the Club. By way of explanation and not limitation, no planting or gardening shall be done upon the Common Area without prior approval of the Board, and no fences, hedges, walls or structures shall be erected or maintained upon the Common Area, except as are approved by the Board or its designated representatives. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Members and is necessary for the protection of said Members.

Section 6. Easements for Utilities, Etc.. There is hereby granted to and reserved unto the Declarant a non-exclusive, alienable and releasable easement, privilege and right on, over and under the grounds as hereinafter designated of the Properties to erect, maintain and use electric and telephone poles, wires, cables, conduits, water mains, drainage lines and drainage ditches, or drainage structures, sewers and other suitable equipment and structures for drainage and sewage collection and disposal purposes or for the installation, maintenance, transmission and use of electricity, telephone, gas, lighting, heating, water, drainage, sewage, cable TV, and other conveniences or utilities on, in, over and under all of the Common Area and on, in, over and under all of the easements including, but not limited to, roads and streets, shown on any Subdivision Plat (whether such easements are shown on said Subdivision Plat to be for drainage, utilities or other purposes) and in, over and under a 5-foot strip at the back of each Lot and on, in, over and under a 5-foot strip along the interior of all side lot lines of each Lot and on, in, over and under a 5-foot strip at the front of each Lot. There is hereby granted to and reserved unto the Club a perpetual, non-exclusive, alienable and releasable easement, privilege and right to enter on, over, under and across the foregoing easement areas for the purpose of constructing, maintaining and replacing the Central Sewer System and related facilities as contemplated by Article VI, Section 2 hereof as well as for roadway drainage purposes, provided that use of such easement areas by the Club for roadway drainage purposes shall not unreasonably interfere with existing or then planned uses of such easement areas by Declarant or any Non-Declarant Developer. Notwithstanding the foregoing, on or before a date two years following the date on which all Additional Property (other than Common Areas and Reserved Properties) have been submitted to this Declaration by Supplemental Declaration and/or conveyed or sold to a third party, the Declarant (or its successor or assign) shall assign to the Club all of the easements and rights reserved to the Declarant in this Section 6. The Owners, other than the Declarant or the Club, of the Lot or Lots subject to the privileges, rights and easements referred to herein shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property which is subject to the foregoing privileges, rights and easements. This Section 6 shall not apply to Lots located in the Wilshire Addition.

ARTICLE VI

Utilities, Roads and Recreational Facilities

Section 1. Water System. It is contemplated that the water system shall be constructed by the Declarant or Non-Declarant Developers, as applicable. A water system serving portions

of the Properties has been constructed by the Declarant and is presently operated by the Crab Orchard Water Utility District pursuant to a Water Sales Contract between Declarant and the Crab Orchard Water Utility District dated January 27, 1972, as the same may be amended from time to time. The Declarant shall be the sole judge as to when the water system shall be constructed and extended within the Exhibit "A" Properties. In the event the Declarant shall decide it is not economically feasible to extend the water system to a particular area within the Exhibit "A" Properties, it shall not be obligated to do so. The water system shall be extended by the Declarant or any Non-Declarant Developer to serve those portions of the Additional Property made subject to this Declaration subsequent to the Effective Date hereof to the extent required by then current Cumberland County subdivision regulations and all other applicable legal authorities, provided this sentence shall not be construed to create any additional obligations on the part of Declarant or any Non-Declarant Developer in respect to the Exhibit "A" Properties in accordance with the provisions of the Land Restriction Plan. Upon completion, all portions of the water system serving the Properties or any portion of the Additional Property made subject to this Declaration shall be conveyed to the Crab Orchard Water Utility District, or such other public water district as then serves the Properties, to the extent not already so conveyed.

Section 2. Central Sewer System.

(a) Central Sewer System. A Central Sewer System shall be constructed, operated and maintained by the Club as provided in this Section 2. This shall not preclude the Club, by and through its Board of Directors, from conveying the Central Sewer System to a qualified operating company or public authority, provided such operating company or public authority assumes the obligations of the Club in respect to the Central Sewer System as provided herein. The Board shall adopt a written sewer policy, which may be amended from time to time, and cause a copy of the same to be maintained with the Secretary of the Club. In establishing such a policy, the Board shall give proper consideration to the primary purpose of the Club, which is to encourage the residential development of Fairfield Glade as a desirable and viable resort/retirement community and accordingly shall consider the following factors and such others as the Board may deem proper from time to time: (1) the economic feasibility of extending such system (2) the demand for housing in an established subdivision, (3) the health needs of the community and regulatory requirements of local, state and federal authorities, (4) the need to provide sewer service to Lots for construction of new housing for those Lot Owners trading from areas that are not presently served by sewer facilities where such cannot economically be served at that time due to their location, (5) the need to encourage the continued growth of the permanent residential community by providing sewer service to Lot Owners who intend to move to Fairfield Glade and build a home, (6) the need to provide sewer service for multi-family housing, including second homes, for non-resident property owners, and (7) the need to provide sewer service for community facilities, including amenities of various types and recreational facilities that enhance the attractiveness and the value of the community for all property owners.

(b) Extensions of the Central Sewer System.

(i) Exhibit "A" Properties. A Central Sewer System has been constructed to serve portions of the Exhibit "A" Properties. The Board of Directors of the Club shall be the sole judge as to the time when the Central Sewer System shall be extended to serve additional portions of the Exhibit "A" Properties and whether such extensions are within the financial capability of the Club and the reasonable need of the particular area. In the event the Board shall decide it is not economically feasible to extend the Central Sewer System to a particular area within the Exhibit "A" Properties, it shall not be obligated to do so. If at any time after the Effective Date of this 1997 Declaration, the Club receives a request to extend the Central Sewer System to a specifically defined area within the unsewered Exhibit "A" Properties and a minimum of seventy-five percent (75%) of the Owners of all Lots (including Declarant owned Lots) to be served by such extension agree in writing to pay their share of the cost thereof as determined by the Board, and the Board elects to make such extension, then the Owners of all Lots (including Declarant owned Lots) to be served by such extension shall pay such cost which shall be assessed on a uniform basis without regard to ownership.

(ii) Sewer Obligated Exhibit "A" Properties. The Declarant and the Club, by and through its Board of Directors, have agreed that the Central Sewer System has been or will be extended to serve properties identified on Exhibit "C" to this Declaration (hereinafter the "Sewer Obligated Exhibit "A" Properties"). The Club shall be compensated for extending the sewer collection system to the Sewer Obligated Exhibit "A" Properties through the application of availability fees which have been previously agreed to by the Club and Declarant and shall be payable as set forth in a written agreement between the Club and Declarant. All Owners of Lots within such Sewer Obligated Exhibit "A" Properties shall be obligated to pay such fees to the Club, except as otherwise provided in the aforementioned written agreement.

(iii) Additional Property Made Subject to Declaration. The Central Sewer System shall be extended by the Club to serve Additional Property made subject to this Declaration to the extent required by then current Cumberland County Subdivision Regulations. The Club agrees that such extensions shall be completed in accordance with an agreement between the Club and the Declarant dated as of the Effective Date hereof which provides for such extensions. The Club shall be compensated for extending the sewer collection system to Additional Properties through the application of availability fees which are set forth in such agreement and shall be paid to the Club by the Owners (including Declarant and any Non-Declarant Developers) of all Lots in areas to be served by such expansion.

(c) Expansions of Waste Water Treatment Capacity. To assist in the funding of future expansions of waste water treatment capacity, the Board of Directors of the Club shall include within the tap fees established for connection to the Central Sewer System, a capacity contribution which represents the estimated present day cost (as determined by the Board) of waste water treatment capacity utilized as a result of each such connection. Said capacity

contributions shall be adjusted annually by the Board to reflect cost increases during the preceding year as shown in the ENR Construction Cost Index, or, in its absence, a comparable construction cost index and to reflect changes in regulatory requirements. The foregoing capacity contributions shall be included within the tap fees charged by the Club for connections to the Central Sewer System and shall be applicable to all connections occurring after the Effective Date of this Declaration within the Exhibit "A" Properties and such portions of the Additional Property as are made subject to this Declaration through the filing of a Supplemental Declaration. All such tap fees (including the capacity contribution included therein) shall be paid to the Club. All capacity contributions collected by the Club shall be maintained in a separate account designated for the sole purpose of expanding existing waste water treatment capacity or for the construction of additional waste water treatment facilities, and shall not be commingled with other funds held by the Club.

(d) Fees. The Board may establish from time to time reasonable sewer service fees, tap fees, availability fees, and other charges reasonably necessary to connect to and operate the Central Sewer System, provided that no Lot or Living Unit shall be subjected to such fees or charges unless and until sewer service is available to such Lot or Living Unit. All such fees and charges shall be assessed on an equitable basis without regard to ownership and shall be the personal obligation of the Owner of the Lot or Living Unit at the time such fees are incurred. In any action brought by the Club to recover such fees, the Club shall be entitled to recover, in addition to such fees, interest at a rate not to exceed the maximum rate permitted by law, and all costs of collection, including reasonable attorney's fees actually incurred. All sewer availability fees which are assessed against Lots, Living Units or other property located within the Sewer Obligated Exhibit "A" Properties or within Additional Property made subject to the Declaration after the Effective Date hereof shall be the personal obligation of the Owner and shall constitute a lien against such Owner's Lot, Living Unit or other property and may be collected by suit, judgment and foreclosure in the same manner as an assessment pursuant to Article VIII hereof. In the case of Declarant, such fees shall be payable by Declarant and may be collected as provided in Article VIII hereof notwithstanding any exemption as may exist in favor of the Declarant in respect to the payment of general and special assessments on such Lots, Living Units or other property.

(e) Rights and Obligations. The respective rights and obligations of the Club and the Declarant in respect to the construction, operation and maintenance of the Central Sewer System shall be as set forth in this Section 2 and in the agreements referred to herein. Declarant shall have no other obligations with respect to the construction, operation or maintenance of the Central Sewer System.

Section 3. Roads and Streets. It is contemplated that the roads and streets shall be constructed by the Declarant or Non-Declarant Developers, as applicable, and that those roads and streets which are not accepted for dedication by Cumberland County will be a part of the Common Area. However, the Declarant shall be the sole judge as to when such roads and streets within the Exhibit "A" Properties, whether dedicated to the public or as Common Area, shall be constructed and extended from time to time. The Declarant shall also be the sole judge

as to the extent the roads and streets within the Exhibit "A" Properties will be improved. In the event the Declarant shall decide it is not economically feasible to extend improved roads or streets to a particular area within the Exhibit "A" Properties, it shall not be obligated to do so. To the extent not provided by public authorities, and except as otherwise provided in any supplemental declaration applying to an incorporated association of Owners within the Club, the cost of maintenance, capital improvements, operation, taxes and other expenses incident to the completed roads and streets, whether located on the Exhibit "A" Property or on portions of the Additional Property made subject to this Declaration, and regardless of whether dedicated to the public or as Common Properties, shall be borne by the Club, which may levy assessments against each Lot and Living Unit as herein provided. Any roads and streets serving any portion or portions of the Additional Property made subject to this Declaration after the Effective Date hereof shall be constructed by Declarant or any Non-Declarant Developer in compliance with then current Cumberland County Regulations and with all requirements mandated by the HUD Report then in effect.

Section 4. Recreational Facilities. Various recreational facilities have been constructed within the Properties and are available for use by the Members, subject to the terms and provisions hereof. To assist in funding the construction of additional recreational facilities necessitated by the annexation of Additional Property, the Declarant and any Non-Declarant Developer shall pay to the Club a one time recreational impact fee of Five Hundred Dollars (\$500.00) for each additional Lot or Living Unit (not subject to Interval Ownership) submitted to the Declaration after the Effective Date hereof, payable at the time a Lot or Living Unit is first conveyed or contracted to be conveyed to a third party purchaser; provided, however, that in the case of a contract for deed or installment sales contract, such payment shall be payable upon expiration of any applicable statutory rescission period. In addition, the Declarant or any Non-Declarant Developer shall pay to the Club a one time recreational impact fee of One Thousand Dollars (\$1,000.00) for each additional Living Unit subject to Interval Ownership submitted to the Declaration, which recreational impact fee shall be payable on a building by building basis for all Living Units located within a building upon completion of the building or upon occupancy of any Unit within the building, whichever first occurs. Said recreational impact fees shall remain in effect for three (3) years following the Effective Date of this 1997 Declaration. Beginning in the fourth (4th) year following the Effective Date hereof, said recreational impact fees shall be adjusted annually to reflect cost increases during the preceding year as shown in the ENR Construction Cost Index, or, in its absence, a comparable construction cost index. Recreational impact fees collected by the Club shall be used only for the purpose of expanding existing recreational facilities or constructing additional recreational facilities for the use and enjoyment of Club Members.

Section 5. Overlap with Municipal Incorporation. In the event any incorporated or unincorporated town, city or other municipality (hereinafter "municipality") is created or established which encompasses all or any portion of the Properties now or hereafter made subject to this Declaration, the Board shall make reasonable efforts to assure that the Club is fairly compensated by such municipality for any "municipal services" performed by the Club for the benefit of the municipality and/or its citizens. "Municipal services," as used in this paragraph,

BOOK 1006 PAGE 2012

shall mean such services as are typically provided by municipalities of comparable size in the State of Tennessee. In no event shall the Club make available for use by any such municipality any facilities or other assets of the Club without just compensation, as determined by the Board in its reasonable discretion.

ARTICLE VII Limited Common Areas

Section 1. Owners' Easement of Enjoyment. Lands designated upon Subdivision Plats as "Limited Common Areas" shall be devoted to the common use and enjoyment of the Owners of specifically designated Lots and Living Units to the exclusion of the common use and enjoyment of other Owners of Lots and Living Units on the Properties. The Owners of such specifically designated Lots and Living Units shall have a right and easement of enjoyment in and to the particular Limited Common Properties and such easement shall be appurtenant to and shall pass with each such specifically designated Lot or Living Unit.

Section 2. Maintenance and Repair. Maintenance, repair and replacement of Limited Common Areas shall be the obligation of the Owners of the Lots or Living Units entitled to the use and enjoyment of said Limited Common Areas. In order to facilitate the maintenance, repair and replacement of Limited Common Areas, non-profit corporations may be established having as their members all of those Owners of Lots and Living Units entitled to the use and enjoyment of the particular Limited Common Areas and such non-profit corporations shall have, as to such Lots and Living Units, the same powers which the Club has as provided in this Declaration including the power to levy assessments against such particular Lots and Living Units in order to obtain funds for such Limited Common Areas. Upon the failure of any such non-profit corporation to provide for the maintenance and repair of particular Limited Common Areas, the Club may perform same and proportionately assess charges against the Lots and Living Units entitled to the benefit of the particular Limited Common Areas, which charges shall be treated in all respects as an assessment against the affected Lots and Living Units.

Section 3. Title to Limited Common Areas. The Declarant and any Non-Declarant Developer shall convey title of all Limited Common Areas after the construction of same is completed to the non-profit corporation created to serve such Limited Common Areas.

ARTICLE VIII Covenant for Assessments

Section 1. General Assessment. Subject to the terms and conditions of this Article VIII, there is hereby created an annual general assessment as may from time to time be authorized by the Board of Directors to be levied against each respective Lot or Living Unit within the Properties. The general assessment shall be used to pay expenses determined by the Board to be for the benefit of the Club, its Members, and the Properties as a whole, including, but not limited to, maintenance and insurance of the Common Area and expenses otherwise incurred by the Club in accordance with its rights, powers, and privileges for the purposes of promoting the

recreation, health, safety, welfare, common benefit and enjoyment of its Members, and maintaining the Properties and improvements thereon. The general assessment may include a designated capital contribution based on capital budgets prepared by the Board of Directors, which capital budgets, if any, shall take into account the projected future need for additional facilities and improvements and the expected life and expected replacement cost of existing facilities and improvements as well as debt service requirements on debt incurred or expected to be incurred in respect to the foregoing. Any such capital contribution shall be maintained in a separate account designated for such purpose and shall not be commingled with other funds held by the Club. The capital contribution for any given year shall not exceed twenty-five percent (25%) of the general assessment for such year. The Board may classify areas in accordance with the level of improvements currently being furnished to such areas and may reduce the assessments for any particular year as to the Lots in a particular area if the improvements have not yet been completed for such area. The general assessment for Living Units committed to Interval Ownership may be set by the Board at a rate not to exceed two (2) times the general assessment in effect for Living Units not committed to Interval Ownership.

Section 2. Special Assessments. Subject to the terms and conditions of this Article VIII, the Club may, in addition to the assessments authorized elsewhere herein, levy special assessments against each respective Lot or Living Unit within the Properties for the purpose of defraying, in whole or in part, the cost of any capital addition to, capital improvement of, or repair or replacement of a portion of the Common Area (including the necessary fixtures and personal property related thereto). The due date(s) of any such special assessment shall be as specified by the Board of Directors. Special assessments shall be approved by the affirmative vote of a majority of the Membership votes present in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all Members at least 30 days in advance and shall set forth the purpose of the meeting. Class A Charter Members shall not be subject to special assessments, need not be given notice of any meeting called to approve such assessments and shall not be entitled to vote at such a meeting.

Section 3. Assessments Payable by Declarant.

(a) Except as otherwise provided in Section 3(b) hereof, Declarant shall not be subject to general or special assessments with respect to Lots or Living Units to which the Declarant holds record title and no lien shall attach with respect to such assessments; provided, however, that upon the sale (by execution of a contract for deed or installment sales contract) or conveyance of any such Lot, Living Unit or other property to a third party purchaser or other grantee, said third party purchaser or other grantee shall be subject to all assessments and other charges in respect to such Lot, Living Unit or other property, subject to the terms and conditions of this Declaration. Notwithstanding the foregoing, if such a Lot or Living Unit is subsequently reacquired by the Declarant through Foreclosure or otherwise, such Lot or Living Unit shall not be subject to general or special assessments during such time as it is so held by the Declarant and no lien shall attach with respect to such assessments or with respect to prior unpaid assessments or other charges as provided in Section 5 of this Article VIII. On an agreed periodic basis, the Declarant shall notify the Club of the sale or conveyance of any such Lots or Living

Units, which notice shall specify the date of sale or conveyance and the name, address and telephone number of the purchaser or grantee and such other information as may be reasonably requested by the Club on a form provided by the Club. Notwithstanding anything contained in this Declaration to the contrary, Declarant shall be subject in all respects to individual or specific assessments with respect to all Lots and Living Units to which Declarant holds record title, the exemption provided for in this paragraph being expressly limited to general and special assessments.

(b) Notwithstanding anything contained in this Declaration to the contrary, Declarant shall be subject to all assessments and other charges in respect to all Lots or Living Units owned of record by the Declarant which were platted and on which Declarant was paying assessments prior to January 1, 1973, and which are not subject to a contract for deed or installment sales contract.

Section 4. Administrative Fees. The Board shall have the authority to establish reasonable fees to cover the cost of billing and collecting assessments, including, without limitation, fees to cover the cost of accepting assessments in installments, where such installments have been authorized by the Board. The Board shall have the authority to offer reasonable discounts to encourage the pre-payment of assessments.

Section 5. Creation of the Lien and Personal Obligation for Assessments. Subject to the terms and provisions of this Article VIII, each Owner of a Lot, Living Unit or Interval, by acceptance of a deed or contract for deed, whether or not it shall be so expressed in such instrument, is deemed to covenant and agree to pay to the Club, in accordance with the provisions hereof, the following:

(a) Annual general assessments (including any portion thereof designated as a capital contribution);

(b) Special assessments; and

(c) Individual or specific assessments against any particular Lot, Living Unit, Interval or other property subject to the Declaration which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with this Declaration.

All such assessments, together with late fees, simple interest at a rate not to exceed the maximum rate permitted by law, costs and reasonable attorney's fees actually incurred to enforce or collect such assessments shall be a continuing lien upon the Lot, Living Unit, Interval or other property against which each such assessment is made regardless of conveyance thereof. The Club's lien shall be subordinate to the lien of any First Mortgage now or hereafter placed on the Lot, Living Unit or other property; provided, however, that such subordination shall apply only to assessments which have become due or payable prior to a sale or transfer of such property by Mortgage Foreclosure. Subject to Section 3 hereof, such sale

or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. The recording of this Declaration shall constitute record notice of the existence of the lien and no further recordation of any claim of lien shall be required; provided, however, the Club may record a memorandum of lien in the land records of Cumberland County to evidence its claim of lien. Each such assessment, together with late fees, interest, costs, and reasonable attorney's fees actually incurred, shall also be the personal obligation of the person who was the owner of such Lot, Living Unit, Interval or other property at the time the assessment or other charge came due, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. The assessment lien provided for herein may be foreclosed by the Club in the manner prescribed by law. The Club may also, without prejudice to its lien rights hereunder, maintain suit against any delinquent Owner on the personal obligation for assessments and other charges created hereby. Notwithstanding anything to the contrary expressed or implied in this Declaration, neither Declarant nor any Non-Declarant Developer shall be liable for any unpaid dues, fees, assessments, costs, interest, fines or other charges incurred on or with respect to any Lot, Interval or Living Unit while such Lot, Interval or Living Unit is subject to an outstanding contract for deed or installment sales contract and the Club shall release and disclaim and agrees not to enforce against the Declarant, any Non-Declarant Developer, or any successor or assign thereof, including a subsequent purchaser, any lien it may have in respect to such charges on any Lot, Interval or Living Unit reacquired by the Declarant or such Non-Declarant Developer, whether by virtue of Foreclosure or otherwise.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors, provided, however, that the annual general assessment may be payable in equal installments on an annual, monthly or quarterly basis. In the event of a default as to the payment of any portion of an assessment due and payable hereunder, the Club shall have the option of declaring the assessment for the entire year due and payable.

The following property otherwise subject to this Declaration shall be exempt from assessments, charges and liens created by this Article:

- (a) Common Areas;
- (b) Limited Common Areas;
- (c) Utility Easements and all other easements under this Declaration or under any Subdivision Plat or other recorded document relating to all or any portion of the Properties or the Additional Property;
- (d) Utilities;
- (e) Any central water system and associated real and personal property;
- (f) The Central Sewer System and associated real and personal property;
- (g) Reserved Properties.

- (h) Lots and Living Units owned by Declarant, but only to the extent expressly provided in Section 3 of this Article VIII.

Section 6. Effect of Non-payment of Assessments. Any assessments which are not paid when due shall be delinquent and shall be subject to such reasonable late fees as are established from time to time by the Board.

Section 7. Computation of Assessments. It shall be the duty of the Board to adopt, at least thirty (30) days prior to the commencement of each fiscal year, a budget (including a capital budget) covering the estimated costs of operating the Club and the Properties during the coming year. The Board shall cause a copy of the budget and the assessments to be levied therefrom to be available to all Members at a central location on the Properties. In the event the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein or by the procedure herein described repeated as need be, the budget and assessments in effect for the current year shall continue for the succeeding year. The Club shall upon demand at any time furnish to any Owner liable for said assessments a written statement setting forth whether said assessments have been paid. Such statement shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Wilshire Addition. The lien rights created pursuant to this Article VIII shall not apply to any Lot in the Wilshire Addition if such Lot was originally purchased from the Declarant by the Owner or his transferors by contract or deed dated prior to April 20, 1970; provided, however, that the Owner(s) of any such Lot shall be personally obligated for the payment of all assessments, fines and other charges lawfully assessed against such Owner(s) pursuant to the terms hereof.

ARTICLE IX

Club Powers and Responsibilities

A. IN GENERAL.

Section 1. Common Area. The Club, subject to the rights, easements and privileges set forth in this Declaration, shall be responsible for the management and control of the Common Area and all improvements thereon and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof. The Club shall maintain, operate, and preserve the Common Area for the good and benefit of the Properties and holders of easements herein provided for or contemplated.

Section 2. General Powers. The Club shall have all powers conferred upon non-profit corporations by common law and the statutes of the State of Tennessee in effect from time to time. Such powers shall include, without limitation, all powers necessary or desirable to exercise the rights and privileges of the Club and to perform the duties and responsibilities of the Club as set forth in this Declaration, the Charter, the Bylaws, and as provided by law.

Section 3. Rules and Regulations.

(a) The Club, through its Board, may establish reasonable Rules and Regulations concerning the use of the Common Area and improvements located thereon. Such Rules and Regulations and amendments thereto shall be announced prior to their effective date and copies of all such Rules and Regulations and any amendments thereto shall be made available to all Owners upon request and upon payment of a reasonable processing fee. Such Rules and Regulations shall be binding upon the Owners and users, their families, tenants, guests, invitees, licensees, and agents, until and unless such Rules or Regulations requirement is specifically overruled, canceled, or modified by the Board.

(b) All provisions of this Declaration, the By-Laws, the Rules and Regulations of the Club and the Design Standards which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants of Lots or Living Units and families, tenants, guests, invitees, licensees, contractors, and agents of occupants or Owners. The Owner of each Lot, Living Unit or other property subject to the Declaration shall be responsible for ensuring that the occupant, and the family, tenants, guests, invitees, licensees, contractors, and agents of the Owner or the occupants strictly comply with all provisions of the Declaration, Bylaws, Design Standards and Rules and Regulations promulgated by the Board. Fines may be levied against Owners or occupants for violations of the Rules and Regulations, Declaration, Bylaws or Design Standards.

Section 4. Enforcement of Restrictions. The Club shall have the right and power to enforce each and every covenant, condition, provision and restriction herein contained, including those restrictions relating to architectural approval and modification, and shall have all those powers and privileges necessary or desirable to so act.

Section 5. Power to Assess. The Club shall have the right and power, as more particularly set forth in this Declaration, to fix, levy, collect, and enforce payment by any lawful means, all charges and assessments pursuant to the terms of this Declaration, to pay all expenses in connection therewith, and all office and other expenses incident to the conduct and affairs of the business of the Club.

Section 6. Implied Rights. The Club may exercise any other right or privilege given to it expressly by this Declaration, the Bylaws, or its Charter and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 7. Board Right to Act. To the extent not otherwise required by the provisions of the Tennessee Non Profit Corporation Act, this Declaration, the Bylaws, or the Charter, the powers granted to the Club by this Declaration or the Charter or Bylaws of the Club shall be exercised by the Board of Directors, acting through the officers of the Club or the Club's general manager.

B. MAINTENANCE.

Section 1. Club Responsibility. The Club shall maintain and keep in good repair the Common Area. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Club to take some action or to perform some function required to be taken or performed by the Club under this Declaration, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Club, or from any action taken by the Club to comply with any law, ordinance, or with any order or directive of any municipal or governmental authority, the obligation to pay each such assessment being a separate and independent covenant on the part of each Owner.

Section 2. Owner's Responsibility. Subject to Article V hereof, the maintenance responsibility of an Owner subject to this Declaration shall be as follows:

(a) Maintenance Responsibility. Except as otherwise specifically provided herein or in any Supplemental Declaration providing for such maintenance by an incorporated association of Owners, all maintenance of Lots or Living Units shall be the responsibility of the Owner. Without limiting the generality of the foregoing, the maintenance of any Single Family Detached Structure or of any Living Unit within a Single Family Attached Structure shall be the responsibility of the Owner thereof unless such maintenance responsibility is expressly assigned to an incorporated association of such Owners in a recorded Supplemental Declaration affecting such property. Such maintenance shall include but not be limited to reasonable maintenance of all exterior portions of a Lot or Living Unit, inclusive of all landscaping and grass. Once an improvement or other alteration of the natural state is made on or to a Lot or Living Unit, it shall be the responsibility of the Owner thereof to properly maintain such improvement or other alteration.

(b) Assessment of Cost. In the event the Board of Directors of the Club determines that (i) any Owner has failed or refused to discharge properly his or her obligations with regard to the maintenance, repair, or replacement of items for which he or she is responsible hereunder; or (ii) that the need for maintenance, repair, or replacement which is the responsibility of the Club hereunder is caused through the willful or negligent act of an Owner, or his or her family, guests, lessees, or invitees, the Club may provide any such maintenance, repair, or replacement at such person's sole cost and expense, and the cost (which may include a reasonable administrative fee) shall be added to and become a part of the assessment to which such party is subject and shall become a lien against the Lot, Living Unit or other property of such party collectible as an assessment pursuant to Article VIII hereof. By way of example and not limitation, in the event of an Owner's failure to comply with the provisions hereof, the Club may provide exterior maintenance as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements.

(c) Access at Reasonable Hours. For the sole purpose of performing the exterior maintenance authorized by this Article IX, Part B, Section 2, the Club, and its agents,

employees, successors and assigns shall have a perpetual right and easement, after reasonable notice to the Owner, to enter upon any Lot or exterior of any Living Unit at reasonable hours on any day except Sunday; provided, however, that in cases of emergency, the Club may enter upon such Lot or the exterior of any Living Unit at any time, on any day, without notice.

(d) Wilshire Addition. Lots in the Wilshire Addition originally purchased from the Declarant by the Owner or his transferors by contract or deed dated prior to April 20, 1970 shall not be subject to Subsections (b) and (c) of this Section 2.

C. INSURANCE AND CASUALTY OR LIABILITY LOSSES.

Section 1. Insurance. The Club's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Area against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall also obtain a public liability policy applicable to the Common Areas covering the Club, its officers, directors, members, agents and employees in amounts to be determined from time to time by the Board of Directors of the Club and such other insurance coverages as may be required by applicable law or determined by the Board to be in the best interests of the Club. Such coverages may include, without limitation, director's and officer's insurance providing liability insurance coverage to the Club's directors and officers. Unless otherwise provided by the Board of Directors, the cost of all such insurance coverage shall be a Common Expense of the Club. Each insurance policy may contain a deductible in such amounts as determined by the Board. It shall be the responsibility of each Owner at his own expense, to provide public liability, property damage, title, and other insurance with respect to his own Lot, Living Unit or other property. It shall be the responsibility of the Declarant and any Non-Declarant Developer to provide public liability, property damage, title and other insurance with respect to all property owned or operated by the Declarant or any Non-Declarant Developer.

Section 2. Disbursement of Proceeds. All proceeds of insurance policies shall be disbursed as determined by the Board of Directors, acting in its sole reasonable discretion.

Section 3. Lot Owner's Responsibility. In the event that any Living Unit or other structure is totally destroyed or rendered uninhabitable or unusable and the Owner or Owners thereof determine not to rebuild or reconstruct, then that Owner or Owner shall clear that Lot or other property of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction. This provision shall also apply to the Declarant and any Non-Declarant Developer in respect to property owned or operated by Declarant or such Non-Declarant Developer within the Properties. The obligation of an Owner hereunder specified shall not be applicable to any Owner whose Lot, Living Unit or other property is insured under a casualty insurance policy obtained by an association of owners on his behalf, but to such association.

ARTICLE X
Condemnation

Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation) by any authority having the power of condemnation or eminent domain, the award made for such taking shall be payable to the Club, as Trustee for all Owners, and shall be used for such purposes as the Board of Directors shall reasonably determine.

If the taking or conveyance in lieu thereof includes all or any portion of a Lot, Living Unit or other property subject to the Declaration and also includes any part of the Common Area, then a Court of competent jurisdiction shall apportion such award or proceeds and such award or proceeds shall be disbursed to the Club and the Owner so affected so as to give just compensation to the Owners of any Lot, Living Unit or other property subject to the Declaration; provided, however, such apportionment may instead be resolved by the agreement of (i) the Board of Directors, and (ii) the Owners of all Lots, Living Units or other property subject to the Declaration, wholly or partially taken or sold, together with the Mortgagees for each such Lot or Living Unit, if required.

ARTICLE XI
Party Walls

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of a home upon the Properties and placed on the dividing lines between Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who, by his negligent or willful act, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved.

Section 7. Wilshire Addition. This Article XI shall not apply to those Lots in the Wilshire Addition originally purchased from the Declarant by the Owner or his transferors by contract or deed dated prior to April 20, 1970.

ARTICLE XII **Architectural Controls**

Section 1. Architectural Control Committee (ACC).

(a) The ACC shall consist of no less than three (3) nor more than seven (7) Members, which Members shall be appointed by the Board of Directors and serve at the pleasure of the Board.

(b) The Board shall appoint a chairperson who shall preside at all meetings of the ACC. The ACC shall operate in accordance with policies and procedures established from time to time by the ACC and approved by the Board.

(c) The ACC is authorized to retain, within budget limits established by the Board, services of consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist the ACC in performing its functions set forth herein and all such expenses shall be at the expense of the Club.

(d) Any member of the ACC appointed by the Board may be removed with or without cause by the Board at any time by written notice to such appointee and its successor or successors appointed to fill such vacancies shall serve at the pleasure of the Board.

(e) The ACC is hereby authorized to promulgate, subject to approval by the Board, written architectural standards, regulations, policies, procedures and guidelines (hereinafter referred to as the "Design Standards") governing the construction, location, height, size, dimensions, material and design of improvements (including, without limitation, driveways), structures, landscaping, the contents of submitted plans and specifications, and other information as may be required in order to evidence compliance with and obtain approval pursuant to this Article XII. Such Design Standards shall be subject to the Land Restriction Plan and shall be consistent with the terms thereof. The ACC shall make its standards, regulations, policies, procedures and guidelines available to Owners and developers who seek to engage in

development, improvement or construction upon all or any portion of the Properties and shall conduct its operations in accordance therewith. Decisions of the ACC shall take into account and be founded upon the nature, kind, shape, color, size, material and location of any construction, improvements, buildings, structures or development and the quality of workmanship planned, and the harmony of external design in relation to surrounding structures, topography and elevation of such construction, improvements, buildings, structures and development. The Design Standards shall be binding upon and enforceable against all Owners.

(f) The ACC may charge a reasonable fee as determined by the Board from time to time to cover the administrative expense of its review and comments, such fee to be payable by the applicant to the Club. Additionally, the ACC may require placement of a deposit or bond by an applicant to assure compliance with this Declaration and the Design Standards and to cover any expenses or damages caused by construction or improvement activities required to be approved by it.

Section 2. Single Family Lots.

(a) No construction, improvements, buildings, structures, landscaping, or development of any kind whatsoever, shall be commenced, carried out on, constructed, altered, added to or maintained on any Single Family Lot unless and until plans and specifications and related data required by the Design Standards have been submitted to and approved in writing by the ACC. Notwithstanding the foregoing, in the event such plans and specifications have not been approved or disapproved by the ACC within thirty (30) days of submission, such approval shall not be required, provided the proposed construction, alteration or improvement is otherwise in compliance with this Declaration.

(b) The ACC shall have the sole discretion to determine whether the plans and specifications submitted for approval are acceptable to the ACC in connection with the approval rights. Any disapproval by the ACC may be based upon any ground whatsoever so long as such disapproval is consistent with the objectives and purposes of this Declaration, including, but not limited to, purely aesthetic considerations, provided that such disapproval is not arbitrary or capricious. Any denial of plans and specifications by the ACC may be appealed to the Board pursuant to such policies and procedures respecting appeals as may be adopted by the Board.

(c) Any and all plans submitted for the construction of a Living Unit on a Lot shall depict thereon the proposed Living Unit in such detail as requested by the ACC. Any and all requests for alterations or additions to a Lot or Living Unit, including alterations or additions to existing structures or improvements or the addition of additional structures, items or improvements shall depict thereon the proposed addition or alteration in its proposed location with all height, material, location and other specifics as may be requested by the ACC.

(d) Following approval of any plans and specifications by the ACC, representatives of the ACC shall have the right, without notice, during reasonable hours to enter upon and inspect any Lot, Living Unit or other improvements or structures with respect to which

construction is underway to determine whether or not the plans and specifications thereof have been approved and are complied with. In the event that ACC shall determine that such plans and specifications have not been approved or are not being complied with, the ACC, acting in the name and at the expense of the Club, shall be entitled to enjoin further construction and to require the removal or correction of any work, improvement or structure in place which does not comply with the approved plans and specifications.

(e) Any contractor, builder, person or entity constructing a building upon the Properties shall, prior to the beginning of the construction of any such building, furnish to the ACC proof that a suitable completion bond has been made to insure completion of the building and to indemnify the Owner against material and mechanic liens. At the same time there shall be furnished to the ACC satisfactory proof that builders' risk insurance, including workers compensation insurance, if applicable, will be in effect for the construction period. If the Owner is his own builder, he shall furnish to the ACC such credit information and proof of financial ability to complete the building within the time requirements of this Article and such additional requirements as may be required by the ACC. In such case, the Owner shall also furnish to the ACC proof of builders' risk insurance, including workers compensation insurance, if applicable, to be in effect for the construction period.

(f) Single family attached structures shall be completed according to plans and specifications both as to exterior and interior within such time as shall be fixed by the ACC when the plans and specifications for the particular structure are approved by the ACC. The following shall apply to the construction of single family detached structures as well as garage and outbuildings permitted.

(i) The exterior of any single family detached structure, garage, or outbuildings permitted which shall be erected upon or moved upon any Lot shall be completely finished within six months of the date of the start of construction.

(ii) The interior of any single family detached structure, garage or outbuildings permitted, which shall be erected upon or moved upon any Lot shall be completely finished within twelve months following the start of construction.

The contractor, builder or Owner shall submit all structures to inspection by the ACC as required to determine compliance with completion dates as herein provided or as may be provided by the ACC. In the event of non-compliance with completion dates as herein provided, the Club shall have the right, but not the obligation, to hire a contractor and/or contractors to perform the work and furnish the materials necessary for compliance and the Club shall bill the Owner for the amount expended plus twelve percent (12%) for administration. In the event the Owner does not pay the same, the Club shall have the legal right to file a lien against the property involved and proceed in law or equity to sell the property to obtain said charges or apply the same against any deposit or bond then in place. All money received over and above said charges and court costs and attorney's fees shall be paid over to the Owner.

(g) On single family detached Lots, no residential building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family dwelling not to exceed two and one-half (2½) stories in height and private garages for the occupants' vehicles and other outbuildings incidental to the residential use of the Lot.

Section 3. Multifamily and Commercial Development. Upon expiration of the Development Period, or at such earlier time as might be agreed to in writing by Declarant, all Multifamily Residential Development and Commercial Development, as well as any modifications, additions or alterations thereof, shall be subject to ACC approval in the same manner as single family construction pursuant to Section 2 of this Article. During the Development Period, unless a shorter time period is agreed to in writing by Declarant, Multifamily Residential Development and Commercial Development shall not be subject to ACC approval, except that such Multifamily Residential Development and Commercial Development shall not be commenced, constructed, altered, added to or maintained unless and until plans and specifications have been submitted to the ACC for the purpose of determining whether such plans and specifications are in compliance with the Land Restriction Plan and the ACC has so certified in writing. Such compliance shall be deemed to have been determined if the ACC fails to respond in writing within thirty (30) days of its receipt of such plans and specifications. The ACC shall also be entitled to make non-binding comments and recommendations to the Declarant or any Non-Declarant Developer or owner concerning aesthetic considerations outside the scope of the Land Restriction Plan.

Section 4. Approval of Plans. No approval of plans and specifications and no publication of Design Standards pursuant to the terms of this Declaration by the ACC shall be construed as representing or implying that such plans, specifications or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any Living Unit or other improvement built in accordance therewith will be built in a good workmanlike manner. The Club and the ACC shall not be responsible or liable for (i) any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Declaration, (ii) any loss or damages to any person rising out of the approval or disapproval of any plans or specifications, (iii) any loss or damage arising from the non-compliance of such plans and specifications as with any governmental ordinances and regulations, nor (iv) any defects in construction undertaken pursuant to such plans and specifications.

Section 5. Construction Criteria and Requirement of Compliance With Law. All Living Units and other structures and improvements shall be constructed, modified, altered or added to in compliance with any and all then applicable state, county and municipal zoning and building restrictions and any applicable regulations and restrictions as might apply to the real estate. All grading, clearing, construction of impervious surfaces, building and other construction activity performed on Lots or Living Units that are subject to the rules, regulations, guidelines and restrictions of any regulatory authority shall be performed in accordance with such rules, regulations, guidelines and restrictions as are then applicable. Notwithstanding anything in this Article or elsewhere to the contrary, this section shall be applicable to all

construction, modifications, additions or alterations in or upon all Single Family Lots, Multi Family Lots, and other property located within the Properties.

Section 6. Sewage Disposal. No privately-owned sewage disposal system shall be permitted upon any Lot or parcel of land within the Properties unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the State Health Department and is approved by the A.C.C.

Section 7. Water Supply. No privately-owned water system shall be permitted upon any Lot or parcel of land within the Properties unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the State Health Department and is approved by the A.C.C.

Section 8. Connection to Central Sewer System. The Board may require any Owner to connect to and to maintain connection to the Central Sewer System at such time as the Central Sewer System is extended to and available to serve such Lot regardless of whether such Lot is then served by a private or public sanitary sewer system.

Section 9. Wilshire Addition. This Article XII shall not apply to those Lots in the Wilshire Addition originally purchased by the Owner or his transferors from the Declarant by contract or deed dated prior to April 20, 1970.

ARTICLE XIII **Use Restrictions**

Section 1. General. This Article sets out certain use restrictions which must be complied with by all Owners and occupants of Lots, Living Units or other property subject to the Declaration. In addition, the Club may, from time to time adopt, modify or delete Rules and Regulations applicable to the Properties as permitted pursuant to Article IX(A), Section (3). Said Rules and Regulations may expand upon or add to the use restrictions set forth in this Article.

Section 2. Residential Use. Each residential Lot and Living Unit shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from such a Lot or Living Unit, including business uses ancillary to a primary residential use; provided the Owner or occupant residing in the Living Unit may conduct ancillary business activities within the Living Unit so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the Living Unit; (b) the business activity does not involve persons coming onto the Properties who do not reside on the Properties or door-to-door solicitation of Owners of the Properties; (c) the business activity conforms to the Land Restriction Plan and any zoning requirements for the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other Owners of the Properties, as may be determined in the sole discretion of the Board of Directors.

Under no circumstances shall Single Family Detached Structures be used as a hotel or motel, for short term lodging or for other similar purposes. Nothing in this Section shall be construed to prohibit the Declarant from conducting business activities in residential areas in furtherance of its sales program.

Section 3. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. The Club or the ACC may adopt such reasonable Rules and Regulations pertaining to the placement of any boat, boat trailer, house trailer, tractor, motor home, commercial vehicle, or similar vehicle or equipment stored or proposed to be stored or placed upon any Lot or Living Unit subject to this Declaration.

Section 4. Setbacks. The setback applicable to all Lots made subject to this Declaration prior to the Effective Date hereof shall be the setback line shown on the recorded Subdivision Plat, and if no setback line is shown, then the applicable setback shall be twenty-five (25) feet. The setback applicable to all Lots submitted to the terms of the 1997 Declaration after the Effective Date hereof shall be thirty (30) feet. Where the foregoing restrictions create an undue hardship upon the Owner, the Board may, to the extent permitted by law, modify said restrictions as necessary to alleviate the hardship.

Section 5. Side Yards. Where Lots are designated residential, the following shall apply, unless the Subdivision Plat provides otherwise:

(a) The side yard applicable to all Lots made subject to this Declaration prior to the Effective Date hereof shall be the side yard shown on the recorded Subdivision Plat, and if no side yard is shown, the applicable side yard shall be five (5) feet. The side yard applicable to all Lots submitted to the 1997 Declaration after the Effective Date hereof shall be ten (10) feet. Where the foregoing restrictions create an undue hardship upon the Owner, the Board may, to the extent permitted by law, modify said restrictions so as to alleviate the hardship.

(b) A Single Family Attached Structure shall not be required to have a side yard, and a common or party wall may be constructed upon the dividing lines between Lots so that the wall may be partially upon one Lot and partially upon the other, or said common wall may be entirely upon one of the two Lots involved.

Section 6. Lots Near Lakes, Water Courses, Golf Courses, Permanent Parks, Permanent Recreational Tracts. No building shall be placed, nor shall any material or refuse be placed or stored upon any Lot or other parcel of land within twenty (20) feet of the water line (at normal pool elevation) of any lake or stream, or within twenty (20) feet of the property line of any golf course, park or recreational tract. Clean fill may be placed closer to the water line (at normal pool elevation) of a lake or open water course with the advance written approval of the ACC. Likewise, a boat dock or boat house may be placed closer than twenty (20) feet to the water line (at normal pool elevation) of a lake or open water course with the advance written approval of the ACC. Decisions of the ACC as to the foregoing shall be final and conclusive.

Section 7. Outbuildings. Outbuildings or accessory buildings, such as a garage, servants' quarters, or a guest house, shall be permitted on Lots upon which a Single Family Detached Structure has been constructed or is under construction; provided the building and/or buildings are occupied by servants employed on the premises or temporarily by guests, and are not occupied as rental units by nonservant or nonguest occupants, and provided the ACC shall approve the design, plans, specifications, et cetera, of such buildings.

Section 8. Protective Screening. There shall be compliance with all protective screening areas as reflected upon any recorded Subdivision Plat of the Properties. Except as otherwise provided herein regarding street intersections under "Sight Distance at Intersections," shrub plantings, fences or walls shall be maintained throughout the entire length of such areas by the Owner or Owners at their own expense to form an effective screen in order to protect and beautify the area. No building or structure except a screening fence or wall or utility or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utility and drainage facilities.

Section 9. Signs. All signs are prohibited in areas designated upon any recorded Subdivision Plat as Residential except:

(a) Signs erected by the Club for identification of streets, traffic control and directional purposes;

(b) Signs of a temporary nature advertising property for sale and construction signs, which signs shall not exceed five (5) square feet in area;

(c) Signs erected by Declarant or any Non-Declarant Developer in connection with its sales;

(d) Such other temporary signs as are approved by the Board;

Upon expiration of the Development Period, or at such earlier time as might be agreed to in writing by Declarant, the erection of signs in areas designated upon any recorded Subdivision Plat as Commercial shall require the prior written approval of the ACC. During the Development Period, unless a shorter time period is agreed to in writing by Declarant, the erection of such signs shall not be subject to ACC approval; provided however, the ACC shall be given at least thirty (30) days prior written notice of the erection of any such signs, which notice shall be accompanied by plans and specifications showing the size, height, lighting, materials and such other information as may be reasonably requested by the ACC and the ACC shall be entitled to make nonbinding comments and recommendations concerning aesthetic considerations and other considerations related to the erection of the sign.

Section 10. Model Houses. No provisions of this Article shall preclude the Declarant in furtherance of its sales program from erecting, maintaining and utilizing Model Houses in any

area designated upon a recorded Subdivision Plat as Residential for such purposes (including use as a sales office) as it may consider necessary during the development stages.

Section 11. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved in the Declaration and will be reserved in any Supplemental Declaration and may also be reserved as indicated upon any recorded Subdivision Plat of the Properties. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels within the easements, or which may obstruct or retard the flow of water through drainage channels within the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which the Club, a public authority or utility company is responsible.

Section 12. Nuisances. No obnoxious or offensive activity shall be carried on upon any Lot or parcel of land within the Properties.

Section 13. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or parcel of land within the Properties, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and do not endanger the health, safety or welfare of or unreasonably disturb the Owner of any Lot or Living Unit within the Properties.

Section 14. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon the Properties, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Properties.

Section 15. Clotheslines, Garbage Cans, Woodpiles, Etc.: All clotheslines, garbage cans, woodpiles, and other similar items shall be located and/or screened in compliance with such guidelines as may be established from time to time by the ACC. All rubbish, trash, and garbage shall be regularly removed from the Lot and shall not be allowed to accumulate thereon. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, garbage, or other rubbish shall not be kept on any Lot, except in sanitary containers with sanitary covers or lids. All such sanitary containers shall be kept in a clean and sanitary condition. The ACC may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same.

Section 16. Lighting. Except for seasonal decorative lights which may be permitted pursuant to Rules and Regulations adopted by the Club, no exterior lighting shall be installed on any Lot or Living Unit after the Effective date hereof without the prior written consent of the ACC.

Section 17. Sight Distance at Intersections. All property located at any street intersection shall be so landscaped as to permit safe sight across the street corners. No fence, wall, hedge or shrub planting shall be placed or permitted to remain at any corner where this would create a traffic or sight problem.

Section 18. Parking. The Board of Directors of the Club or the ACC, acting as its designee, shall have the authority to promulgate Rules and Regulations to govern or prohibit the outside storage or parking of vehicles upon any Lot or within any portion of the Common Area. No Owner or other occupant of any portion of the Properties shall repair or restore any vehicle of any kind upon or within any Lot, Living Unit or within any portion of the Common Area, except (1) within an enclosed garage or (2) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

Section 19. Drainage. Natural drainage of streets or roadway ditches will not be impaired by any Owner. Driveway culverts will be of sufficient size to afford proper drainage of ditches without backing water up into a ditch or diverting flow.

Section 20. Use of Water Bodies. The use of all lakes and water bodies within the Properties shall be in accordance with such Rules and Regulations as are adopted from time to time by the Club.

Section 21. Wilshire Addition. This Article XIII shall not apply to Lots located in the Wilshire Addition.

ARTICLE XIV **General Provisions**

Section 1. Coverage and Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Club or the Owner of any property subject to this Declaration, the Declarant, Non-Declarant Developers (to the extent they become Owners) and their respective legal representatives, heirs, successors, and assigns. The covenants and restrictions of this Declaration, as they may be amended from time to time shall run with and bind the Properties for a term of twenty-five (25) years from the Effective Date hereof, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds (2/3) of the Lots or Living Units has been recorded, agreeing to terminate or change said covenants and restrictions in whole or in part.

Section 2. Enforcement.

(a) Each Owner, including Declarant and any Non-Declarant Developer, and each occupant of a Lot or Living Unit thereon and their respective families, tenants, guests, invitees and licensees shall comply strictly with this Declaration, the Bylaws, the Land Restriction Plan, the Design Standards and Rules and Regulations of the Club, as any of the same may be

amended from time to time. Owners shall be responsible for the conduct of their families, tenants, guests, invitees and licensees, and in the event of a violation of any of the foregoing by such persons, the Club shall be entitled to pursue all enforcement remedies against the Owner or the violating family member, tenant, guest, invitee or licensee, or both. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Club or any aggrieved Owner, jointly and severally, shall have the right to proceed at law or in equity to compel compliance therewith or to prevent a threatened violation or breach thereof. The Club shall have the right to immediately tow, without any additional notice or period in which to correct such violation, any improperly parked or prohibited vehicle as identified herein or within the Bylaws or Rules and Regulations promulgated by the Club. Neither the Club nor its agents, shall be deemed guilty or liable for any manner of trespass for such entry, abatement or removal.

(b) All reasonable costs incurred by the Club to enforce this Declaration, the Land Restriction Plan, the Bylaws, the Design Standards or Rules and Regulations of the Club, including, without limitation, reasonable costs and attorney's fees, shall be paid by the violating Owner and shall be collectable by suit, judgment, lien and foreclosure as provided in Article VIII hereof. Inasmuch as the enforcement of the provisions of this Declaration, the Land Restriction Plan, the Design Standards, the Bylaws and Rules and Regulations is essential for the effectuation of the general plan of development contemplated hereby and for the protection of present and future Owners, it is hereby declared that any breach thereof cannot be adequately compensated by recovery of damages, and that the Club, or any aggrieved Owner, in addition to all other remedies, may require and shall be entitled to the remedy of injunction to restrain any such violation or breach or threatened violation or breach. Further, in the event of any failure to comply strictly with this Declaration, the Bylaws, the Design Standards or the Rules and Regulations of the Club, then, in addition to the foregoing remedies, the Board of Directors of the Club may levy reasonable monetary fines against the Owner for such failure, the amount of such fines to be determined from time to time by the Board; provided that each day or time a violation is continued or repeated after written notice is given to the Owner to cease and desist, it shall be considered a separate and additional violation. All monetary fines shall be collectable by suit, judgment, lien and foreclosure, as provided in Article VIII hereof.

(c) No delay, failure or omission on the part of the Club or any aggrieved Owner in exercising any right, power or remedy thereafter shall, as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto, bar or effect its exercise or enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whomsoever against the Club for or on account of any failure to bring any action on account of any violation or breach, or threatened violation, or breach of the provisions of this Declaration, the Bylaws, the Design Standards or such Rules and Regulations, however long continued, or for adopting provisions which may be deemed unenforceable.

Section 3. Priority of Documents. In the event of any inconsistency, the Declaration shall have priority over the Charter and the Charter shall have priority over the Bylaws and the Bylaws shall have priority over the Rules and Regulations.

Section 4. Amendment.

(a) Subject to Subsection (b) hereof, this Declaration may be amended by the affirmative vote of three-fourths ($\frac{3}{4}$) of the Members voting in person or by proxy at a meeting duly called for such purpose. Any Member not present at a meeting at which an amendment is considered may evidence their consent to such amendment, thereafter, in writing. No such Amendment shall be effective unless there is filed for record in the Office of the Register of Deeds for Cumberland County, Tennessee, on or before the effective date thereof, an instrument executed by the President and Secretary of the Club which shall state the terms of such Amendment and which shall contain a certification by the Secretary that such Amendment was duly approved by the Members of the Club as aforesaid. The written consent thereto of any Mortgage holder affected thereby, provided such written consent is necessary, shall also be filed with such Amendment.

(b) Notwithstanding anything to the contrary stated herein, no amendment which materially and adversely affects any right, power, privilege, burden, obligation, or liability of the Declarant expressly provided herein to the Declarant as developer of the Properties (as distinguished from any right, power, privilege, burden, obligation or liability applicable to all Owners) shall be, or shall be deemed to be, effective without the Declarant's prior written consent. Without limiting the foregoing, the following provisions may not be amended without the Declarant's prior written consent: Article I, Section 1 (to the extent such amendment adds or deletes real property described on Exhibit "B"); Article I, Section 13; Article I, Section 14; Article I, Section 18 (to the extent such amendment limits the events which may constitute Foreclosure); Article I, Section 20 (to the extent such amendment limits the type of property interests which may constitute Interval Ownership); Article I, Section 21; Article I, Section 36 (to the extent such amendment adds or deletes real property described on Exhibit "A"); Article II, Section 2; Article III, Sections 1 and 2; Article III, Section 3 (to the extent such amendment permits the Club to annex property not included in the Land Restriction Plan without the consent of Declarant, or permits the Club to refuse to accept unimproved properties designated as Common Areas in a Supplemental Declaration); Article IV, Section 1(d); Article IV, Section 1(e); Article IV, Section 2(b); Article IV, Section 2(c); Article IV, Section 2(e); Article IV, Section 3(b); Article IV, Section 3(c) (to the extent such amendment would deprive Interval Owners the right to select a slate of nominees); Article IV, Section 3(e); Article V, Section 2(d); Article V, Section 2(f); Article V, Section 6 (to the extent of easements in favor of the Declarant); Article VI (to the extent such amendment may increase any costs, expenses, or fees which Declarant may have agreed to pay, may increase the building or construction obligations of the Declarant, or decrease the Club's obligations with respect to the roads, sewer system or maintaining Common Areas); Article VI, Section 5; Article VIII, Section 1 (to the extent it modifies the 2 times cap for Interval Owners); Article VIII, Section 3; Article VIII, Section 5 (to the extent such amendment changes the scope or priority of a lien for assessments or the liability of the Declarant for unpaid assessments owed by someone other than Declarant); Article XII (to the extent such amendment purports to modify or expand the Club's or ACC's right or privilege to approve or monitor the planning, construction, or maintenance of Multifamily or Commercial Development); Article XIII, Section 4; Article XIII, Section 5; Article XIII, Section

9; Article XIII, Section 10; Article XIII, Section 11; Article XIV, Section 1; and Article XIV, Sections 4(a) and (b). With the exception of Article VIII, Section 3 hereof, which may not be amended without Declarant's prior written consent for so long as Declarant owns a Lot, Living Unit or Interval within the Properties, all rights of Declarant to prior approval of or consent to amendments as set forth in this Subsection (b) shall terminate upon expiration of the Development Period, unless relinquished earlier by written instrument executed by Declarant and recorded in the Office of the Register of Deeds for Cumberland County, Tennessee.

(c) Subject to Subsection (b) but notwithstanding the provisions of Subsection (a) hereof, the Declaration may be amended unilaterally at any time and from time to time by the Board of Directors of the Club without the consent of the Members (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith, (ii) if such amendment is necessary to enable any reputable title insurance company to issue a title insurance policy with respect to the Lots or Living Units subject to this Declaration, (iii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including for example the Federal National Mortgage Club or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots or Living Units subject to this Declaration, or (iv) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots or Living Units subject to this Declaration, provided any such amendment shall not adversely affect the title to any Owner's Lot or Living Unit or materially alter or change any Owner's right to use and enjoyment of the Common Area as set forth herein unless any such Owner shall consent thereto in writing.

(d) Notwithstanding anything to the contrary contained herein, the Club and the Declarant, may, acting jointly and without the consent of the Members, amend this Declaration for the purpose of (i) adding to Exhibits "A", "B", or "C" hereof any properties which were intended to be included within such Exhibits; (ii) deleting from Exhibits "A", "B" or "C" hereof any properties which were mistakenly included within such Exhibits; (iii) correcting any other errors or omissions found to exist in respect to Exhibits "A", "B" or "C"; and (iv) correcting any scrivener's errors otherwise found to exist within this Declaration. Any such amendment shall be effected by written instrument executed by the Club and the Declarant and filed in the Office of the Register of Deeds for Cumberland County, Tennessee.

Section 5. Indemnification. The Club shall, to the full extent permitted by Tennessee Code Annotated § 48-58-501 et seq., as such may be amended from time to time, indemnify all persons whom it may indemnify pursuant thereto. The Club shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 6. Merger and Subdivision of Lots. Upon application in writing by an Owner of adjoining Lots, the Board of Directors may, acting in its sole reasonable discretion, authorize the merger of adjoining Lots, the subdivision of a Lot, or other reasonable alterations of Lot

boundaries, subject to the consent of such Mortgagees as may have an interest in the affected Lot or Lots. Such merger, subdivision, or other alteration shall be in conformance with the provisions of the Land Restriction Plan, this Declaration and any supplemental declaration that may be applicable to such Lot(s), including provisions which may further regulate merger or subdivision and provisions regulating use of Lots. Such plats and plans as may be necessary to show the altered Lot lines shall be thereafter prepared at the expense of the requesting Owner or Owners, who shall additionally be responsible for all costs, including legal fees, associated with the merger, subdivision, or other alteration. The Board of Directors may impose conditions for use of the affected Lot(s) as a condition precedent to granting approval for such a merger, subdivision, or other alteration. From and after the time a merger or subdivision of Lots or other alteration of Lot lines is approved, such resulting Lots shall, for all purposes, including, without limitation, the levying of assessments, be considered Lots in accordance with their new boundaries. Notwithstanding the foregoing, Declarant shall not be required to obtain the approval of the Club in respect to the merger, subdivision or alteration of boundaries of Lots owned by Declarant unless the same would result in the deletion of a Lot subject to assessments.

Section 7. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 8. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of William J. Clinton, President of the United States.

Section 9. Conveyances Subject to Easements. It is expressly agreed and understood that the title conveyed by the Declarant, any Non-Declarant Developer, the Club or any Owner to any Lot, Common Area or other parcel of land within the Properties by contract, deed, or other conveyance shall be subject to any recorded easements and to any easements referred to in this Declaration affecting the same for roadways or drainage, access, ingress, egress, water, gas, sewer, storm sewer, electric light, electric power, telegraph, telephone, or cable television purposes and shall convey no interest in any pipes, lines, poles, or conduits, or in any utility facility or appurtenances thereto, constructed by or under authority of the Declarant, any Non-Declarant Developer or the Club or any easement owner or their agents, through, along, or upon the premises affected thereby to serve said land or any other portion of the Properties, and where not affected, the right to maintain, repair, sell, or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved.

Section 10. Incorporation by Reference. To the extent not inconsistent with the terms hereof, all dedications, limitations, restrictions, and reservations shown on any recorded Subdivision Plat of the Properties as recorded by the Declarant, any Non-Declarant Developer or the Club are incorporated herein and made a part hereof as if fully set forth herein and shall

be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of the Declarant, any Non-Declarant Developer or the Club, and, thereafter, each successive Owner, conveying any of the Properties, whether specifically referred to therein or not.

Section 11. Interpretation. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The effective date of this Declaration shall be the date of its filing for record in the Office of the Register of Deeds for Cumberland County, Tennessee.

Section 12. Construction. In the event of any inconsistency between the terms of this Declaration and the terms of the Tennessee Decrees, the terms of the Declaration shall control.

Section 13. Captions. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 14. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 15. Notice. Any notice required or permitted to be given under the provisions of this Declaration shall be in writing and shall be deemed received and effective three (3) days after deposit in the United States mail, postage prepaid, addressed to the last known address of a Member or Owner as shown on the records of the Club at the time of such mailing.

IN WITNESS WHEREOF, the undersigned officers, by execution hereinbelow, certify that the above Amended and Restated Declaration was lawfully adopted by the affirmative vote of a majority of the votes cast by the voting Members of the Club.

**FAIRFIELD GLADE COMMUNITY CLUB,
a Tennessee nonprofit corporation**

By: Thomas Lawson
Thomas Lawson, President

Attest: Bill Carter
Bill Carter, Secretary

[SEAL]

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

BOOK 1006 PAGE 2035

ACKNOWLEDGMENT

State of Tennessee)
) SS.
County of Cumberland)

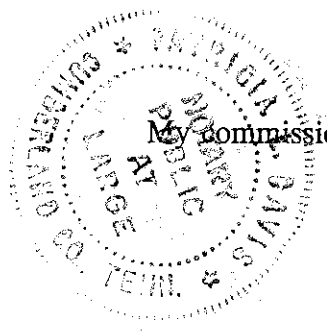
Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Thomas Lawson and Bill Carter, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who, upon oath, acknowledged themselves to be the President and Secretary of Fairfield Glade Community Club, a Tennessee nonprofit corporation, and that they as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as such officers.

WITNESS my hand and seal of office this 5th day of November, 1997.

Patricia J. Davis

Notary Public

My commission expires: 4-7-99



BOOK 1006 PAGE 2036

SIGNATURES CONTINUED ON FOLLOWING PAGE

DECLARANT CONSENT

By execution below, Fairfield Communities, Inc. consents to the adoption of the foregoing Amended and Restated Declaration.

**FAIRFIELD COMMUNITIES, INC.,
a Delaware corporation**

By: *John McIntosh*
John McIntosh, Vice President

[SEAL]



ACKNOWLEDGMENT

State of Tennessee)
) SS.
County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared John McIntosh, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a Vice President of Fairfield Communities, Inc., a Delaware corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and seal of office this 5th day of November, 1997.

Patricia J Davis
Notary Public

My Commission expires: 4-7-99

BOOK 1006 PAGE 2037



EXHIBIT "A"

PROPERTY

The following properties, as shown on the Plats identified below, are subject to the 1997 Declaration as of its Effective Date. The following list of properties is intended to include all subdivisions that have been platted and recorded in the Register's Office of Cumberland County, Tennessee from March 4, 1970 through the Effective Date of the 1997 Declaration. All recording references are to the Register's Office of Cumberland County, Tennessee.

SUBDIVISION
AND BLOCK

Wilshire

- Block 1, Recorded 3/14/70, Plat Book 3, Page 19.
- Block 1 Partial Replat, Recorded 1/4/85, Plat Book 9, Page 3.
- Block 2, Recorded 6/1/70, Plat Book 3, Page 35.
- Block 2 Supplement, Recorded 7/17/70, Plat Book 3, Page 42.
- Block 3, Recorded 2/22/71, Plat Book 3, Page 58.
- Block 4, Replat Lot 1, Recorded 5/8/92, Plat Book 10, Page 92.
- Block 4 Partial Replat, Recorded 12/18/84, Plat Book 8, Page 301.
- Block 4, Recorded 1/11/72, Plat Book 4, Page 45.

Canterbury

- Block 1, Recorded 5/19/70, Plat Book 3, Page 31.
- Block 2, Recorded 5/19/70, Plat Book 3, Page 32.
- Block 2 Replat, Recorded 7/7/90, Plat Book 3, Page 38.
- Block 2 Supplement, Recorded 8/11/70, Plat Book 3, Page 46.
- Block 2, Lot 382, Recorded 1/10/95, Plat Book 9, Page 51.
- Block 3, Recorded 8/27/70, Plat Book 3, Page 48.
- Block 4, Recorded 8/27/70, Plat Book 3, Page 49.
- Block 5, Recorded 11/21/73, Plat Book 6, Page 52.
- Block 5 Replat Recorded 3/20/78, Plat Book 8, Page 62.
- Block 5 Replat Supplement, Recorded 9/23/86, Plat Book 9,
Page 148.
- Block 5 Replat Supplement Revised, Recorded 2/2/87, Plat Book 9, Page 163.
- Block 5, Lots 152, 153 & 154, Recorded 1/10/95, Plat Book 9, Page 488.

Lake Catherine

- Block 1, Recorded 5/19/70, Plat Book 3, Page 33.
- Block 1 Supplement, Recorded 7/17/70, Plat Book 3, Page 41.
- Block 1, Lots 271 & 272, Recorded 5/9/95, Plat Book 10, Page 16.
- Block 1, Lots 273, 274 & 275, Recorded 9/25/96, Plat Book 10, Page 121.

EXHIBIT "A"

PROPERTY

Lake Catherine Cont.

- Block 1, Lots 276, 277 & 278, Recorded 5/5/97, Plat Book 10, Page 162.
- Block 2, Recorded 5/19/70, Plat Book 3, Page 34.
- Block 2 Resubdivided, Recorded 3/9/71, Plat Book 4, Page 5.
- Block 2 Replat, Recorded 10/29/73, Plat Book 6, Page 44.
- Block 2 Resubdivided, Recorded 6/25/76, Plat Book 8, Page 31.
- Block 2 Amendment, Recorded 2/1/77, Plat Book 8, Page 40.
- Block 3, Recorded 8/11/70, Plat Book 3, Page 45.
- Block 3 Partial Replat, Recorded 11/15/86, Plat Book 9, Page 151.
- Block 3 2nd Partial Replat, Recorded 8/1/89, Plat Book 9, Page 259.
- Block 3, Partial Replat, Recorded 7/22/97, Plat Book 10, Page 179.
- Block 4, Recorded 3/9/71, Plat Book 4, Page 6.
- Block 4 Replat, Recorded 7/24/73, Plat Book 6, Page 31.
- Block 4 Partial Replat, Recorded 6/25/76, Plat Book 8, Page 32.
- Block 4, Lot 263-272, Recorded 7/12/95, Plat Book 10, Page 34.

St. George

- Block 1, Recorded 7/7/70, Plat Book 3, Page 39.
- Block 2, Recorded 8/11/70, Plat Book 3, Page 46.
- Block 3, Recorded 3/9/71, Plat Book 4, Page 1.
- Block 3 Revised, Recorded 7/24/73, Plat Book 6, Page 28.
- Block 3 Replat, Lots 196 & 197, Recorded 1/7/76, Plat Book 8, Page 23.
- Block 3A, Recorded 5/19/71, Plat Book 4, Page 11.
- Block 3A Revised, Recorded 7/24/73, Plat Book 6, Page 30.
- Block 4, Recorded 3/9/71, Plat Book 4, Page 2.
- Block 4 Partial Replat, Recorded 12/18/84, Plat Book 8, Page 300.
- Block 5, Recorded 1/26/73, Plat Book 5, Page 92.
- Block 5 Replat, Recorded 10/29/73, Plat Book 6, Page 45.
- Block 5 Partial Replat Lot 145, Recorded 8/10/82, Plat Book 8, Page 186.
- Block 5 Partial Replat, Recorded 12/18/84, Plat Book 8, Page 302.
- Block 5, Lots 147, 148, 149 & 150, Recorded 5/5/97, Plat Book 10, Page 163.
- Block 6, Recorded 2/21/73, Plat Book 6, Page 4.
- Block 6 Replat, Recorded 6/19/75, Plat Book 8, Page 12.
- Block 7, Recorded 4/11/73, Plat Book 6, Page 13.
- Block 7 Replat, Recorded 3/20/78, Plat Book 8, Page 60.
- Block 7, Lot 167, Recorded 9/15/93, Plat Book 9, Page 411.
- Block 7, Replat, Recorded 7/22/97, Plat Book 10, Page 183.
- Block 9, Recorded 8/12/86, Plat Book 9, Page 145.
- Block 10, Recorded 8/6/93, Plat Book 9, Page 410.
- Block 11, Recorded 9/15/93, Plat Book 9, Page 412.

EXHIBIT "A"

PROPERTY

Druid Hills

Block 1, Recorded 3/9/71, Plat Book 4, Page 3.
Block 1, Lots 285 & 286, Recorded 10/3/95, Plat Book 10, Page 48.
Block 1, Lots 287-290, Recorded 5/29/97, Plat Book 10, Page 168.
Block 2, Recorded 3/9/71, Plat Book 4, Page 4.
Block 3, Recorded 5/19/71, Plat Book 4, Page 13.
Block 3 Resubdivided, Recorded 2/16/72, Plat Book 5, Page 1.
Block 3 Partial Replat, Recorded 12/18/84, Plat Book 8, Page 299.
Block 4, Recorded 5/19/71, Plat Book 4, Page 12.
Block 4 Replat, Recorded 3/22/73, Plat Book 6, Page 9.
Block 4 Replat, Recorded 2/24/75, Plat Book 8, Page 6.
Block 4 Partial Replat, Recorded 12/18/84, Plat Book 8, Page 295.
Block 4, Lots 398 & 399, Recorded 9/25/96, Plat Book 10, Page 120.
Block 4, Lots 400 & 401, Recorded 7/24/97, Plat Book 10, Page 185.
Block 5, Recorded 5/18/71, Plat Book 4, Page 15.
Block 5 Replat, Recorded 7/24/73, Plat Book 6, Page 32.
Block 6, Recorded 8/30/71, Plat Book 4, Page 30.
Block 6 Supplement, Recorded 7/26/72, Plat Book 5, Page 62.
Block 6A, Recorded 10/16/75, Plat Book 8, Page 17.
Block 7, Recorded 1/25/72, Plat Book 4, Page 50.
Block 7 Supplement, Recorded 9/13/78, Plat Book 8, Page 74.
Block 7 Partial Replat, Recorded 12/18/84, Plat Book 8, Page 297.
Block 8, Recorded 1/25/72, Plat Book 4, Page 51.
Block 9, Recorded 2/16/72, Plat Book 5, Page 2.
Block 9 Replat, Recorded 7/24/73, Plat Book 6, Page 29.

Lake Pomeroy

Block 1, Recorded 3/10/72, Plat Book 5, Page 5.
Block 2, Recorded 3/10/72, Plat Book 5, Page 4.
Block 2 Partial Replat, Recorded 3/20/78, Plat Book 8, Page 63.
Block 3, Recorded 3/10/72, Plat Book 5, Page 3.
Block 3 Revised, Recorded 7/7/72, Plat Book 5, Page 51.
Block 4, Recorded 5/10/72, Plat Book 5, Page 20.
Block 5, Recorded 2/21/73, Plat Book 6, Page 3.
Block 5 Replat, Recorded 11/21/73, Plat Book 6, Page 53.
Block 5 Replat, Recorded 2/18/76, Plat Book 8, Page 26.
Block 6, Recorded 2/21/73, Plat Book 6, Page 5.
Block 7, Recorded 5/20/85, Plat Book 9, Page 44.

Lake Glastowbury

Block 1, Recorded 3/10/72, Plat Book 5, Page 6.
Block 2, Recorded 5/10/72, Plat Book 5, Page 21.
Block 2 Partial Replat, Recorded 12/18/84, Plat Book 8, Page 293.
Block 2 Partial Replat Revised, Recorded 4/16/87, Plat Book 9,
Page 169.
Block 3, Recorded 8/15/72, Plat Book 5, Page 65.
Block 3 Replat Lot 99, Recorded 5/26/95, Plat Book 10, Page 182.

EXHIBIT "A"

PROPERTY

Lake Glastowbury Cont.

Block 3, Partial Replat, Recorded 3/20/78, Plat Book 8, Page 61.
Block 4, Recorded 8/15/72, Plat Book 5, Page 66.
Block 4 Supplement, Recorded 1/17/73, Plat Book 5, Page 82.

Windsor Bluff

Block 1, Recorded 1/17/73, Plat Book 5, Page 87.
Block 1 Partial Replat, Recorded 3/20/78, Plat Book 8, Page 64.
Block 1 Partial Replat Lots 306, 308 & 309 And Replat Lot 307,
Recorded 1/7/93, Plat Book 9, Page 345.
Block 2, Recorded 1/17/73, Plat Book 5, Page 88.
Block 3, Recorded 1/17/73, Plat Book 5, Page 89.
Block 4, Recorded 1/17/73, Plat Book 5, Page 90.
Block 4 Partial Replat, Recorded 12/18/84, Plat Book 8, Page 296.
Block 5, Recorded 1/17/73, Plat Book 5, Page 91.
Block 5 Replat, Recorded 3/30/73, Plat Book 6, Page 12.
Block 5 Replat, Recorded 6/19/75, Plat Book 8, Page 11.
Block 5 Replat, Recorded 2/24/78, Plat Book 8, Page 55.
Block 6, Recorded 4/6/79, Plat Book 8, Page 93.
Block 6 Partial Replat, Recorded 1/4/85, Plat Book 9, Page 2.
Block 7, Recorded 7/12/95, Plat Book 10, Page 33.

Dorchester

Block 1, Recorded 1/17/73, Plat Book 5, Page 83.
Block 1, Recorded 2/24/78, Plat Book 8, Page 56.
Block 1 Partial Replat, Recorded 8/27/79, Plat Book 8, Page 99.
Block 2, Recorded 1/17/73, Plat Book 5, Page 84.
Block 2, Recorded 2/24/78, Plat Book 8, Page 57.
Block 3, Recorded 1/17/73, Plat Book 5, Page 85.
Block 3, Recorded 2/24/78, Plat Book 8, Page 58.
Block 3 Partial Replat, Recorded 8/27/79, Plat book 8, Page 102.
Block 4, Recorded 1/17/73, Plat Book 5, Page 86.
Block 4 Replat, Recorded 10/29/73, Plat Book 6, Page 46.
Block 4, Recorded 2/24/78, Plat Book 8, Page 59.
Block 5, Recorded 11/21/73, Plat book 6, Page 50.
Block 5 Replat, Recorded 2/16/81, Plat Book 8, Page 134.
Block 6, Recorded 4/6/79, Plat Book 8, Page 89.
Block 7, Recorded 4/6/79, Plat Book 8, Page 90.
Block 7 Partial Replat, Recorded 12/18/84, Plat Book 8, Page 294.
Block 7 Partial Replat, Recorded 8/23/85, Plat Book 9, Page 48.
Block 8, Recorded 4/6/79, Plat Book 8, Page 91.
Block 9, Recorded 4/6/79, Plat Book 8, Page 92.
Block 10, Recorded 8/29/79, Plat Book 8, Page 101.
Block 10 Partial Replat, Recorded 12/18/84, Plat Book 8, Page 298.

North Hampton

Block 1, Recorded 1/25/84, Plat Book 8, Page 270.

EXHIBIT "A"

PROPERTY

North Hampton cont.

Block 1 Partial Replat, Recorded 11/13/84, Plat Book 8, Page 292.
Block 2, Recorded 1/25/84, Plat Book 8, Page 271.
Block 2 Replat, Recorded 6/13/84, Plat Book 8, Page 280.
Block 3, Recorded 1/25/84, Plat Book 8, Page 272.
Block 3 Replat, Recorded 6/13/84, Plat Book 8, Page 281.
Block 4, Recorded 5/7/84, Plat Book 8, Page 274.
Block 5, Recorded 5/7/84, Plat Book 8, Page 275.
Block 5, Partial Replat, Recorded 10/17/97, Plat Book 10, Page 195.
Block 6, Recorded 5/7/84, Plat Book 8, Page 276.
Block 6 Partial Replat, Recorded 7/31/86, Plat Book 9, Page 143.
Block 7, Recorded 5/7/84, Plat Book 8, Page 277.
Block 8, Recorded 5/7/84, Plat Book 8, Page 278.
Block 9, Recorded 5/7/84, Plat Book 8, Page 279.
Block 10, Recorded 7/22/97, Plat Book 10, Page 180.

Trent

Block 1, Recorded 6/16/82, Plat Book 8, Page 165.
Block 1 Replat, Recorded 8/6/82, Plat Book 8, Page 185.
Block 2, Recorded 6/16/82, Plat Book 8, Page 166.
Block 2 Replat, Recorded 8/6/82, Plat Book 8, Page 184.
Block 2 Partial Replat, Recorded 1/17/83, Plat Book 8, Page 207.
Block 2 Replat Supplement, Recorded 9/23/86, Plat Book 9,
Page 147.
Block 3, Recorded 12/19/83, Plat Book 8, Page 267.
Block 4, Recorded 3/15/83, Plat Book 8, Page 211.
Block 4 Partial Replat, Recorded 11/14/83, Plat Book 8, Page 256.
Block 5, Recorded 3/15/83, Plat Book 8, Page 210.
Block 6, Recorded 1/25/84, Plat Book 8, Page 269.
Block 7, Recorded 1/20/87, Plat Book 9, Page 162.
Block 7 Partial Replat, Recorded 7/6/88, Plat Book 9, Page 210.
Block 8, Recorded 2/20/87, Plat book 9, Page 164.
Block 9, Recorded 7/21/89, Plat Book 9, Page 255.
Block 10, Recorded 8/23/92, Plat Book 9, Page 347.
Block 11, Recorded 11/8/94, Plat Book 9, Page 478.
Block 12, Recorded 12/5/95, Plat Book 10, Page 60.

Lancaster

Block 1, Recorded 4/28/88, Plat Book 9, Page 197.
Block 2, Recorded 4/28/88, Plat Book 9, Page 198.
Block 3, Recorded 4/28/88, Plat Book 9, Page 199.
Block 4, Recorded 4/28/88, Plat Book 9, Page 200.
Block 5, Recorded 4/28/88, Plat Book 9, Page 201.
Block 6, Recorded 4/28/88, Plat Book 9, Page 202.
Block 7, Recorded 8/1/89, Plat Book 9, Page 261.
Block 7 Replat, Recorded 9/27/90, Plat Book 9, Page 294.
Block 7 Replat Lot 1, Recorded 2/14/94, Plat Book 9, Page 447.

EXHIBIT "A"

PROPERTY

Lancaster cont.

Block 8, Recorded 3/28/90, Plat Book 9, Page 280.
Block 9, Recorded 10/05/93, Plat Book 9, Page 344.
Block 10, Recorded 1/10/94, Plat Book 9, Page 441.
Block 10 Replat Lots 8 & 9, Recorded 5/12/94, Plat Book 9,
Page 462.
Block 10 Replat Lot 62, Recorded 12/27/94, Plat Book 9, Page 486.
Block 11, Recorded 11/7/95, Plat Book 10, Page 54.

Forest Hill

Block 1, Recorded 8/1/89, Plat Book 9, Page 256.
Block 2, Recorded 8/1/89, Plat Book 9, Page 257.
Block 2 Partial Replat, Recorded 3/5/91, Plat Book 9, Page 298.
Block 3, Recorded 8/1/89, Plat Book 9, Page 258.
Block 3 Replat, Recorded 5/14/90, Plat Book 9, Page 282.
Block 4, Recorded 3/28/90, Plat Book 9, Page 275.
Block 5, Recorded 3/28/90, Plat Book 9, Page 276.
Block 6, Recorded 3/28/90, Plat Book 9, Page 277.
Block 6 Replat, Recorded 9/27/90, Plat Book 9, Page 292.
Block 7, Recorded 3/28/90, Plat Book 9, Page 278.
Block 7 Replat, Recorded 9/27/90, Plat Book 9, Page 293.
Block 8, Recorded 3/28/90, Plat Book 9, Page 279.
Block 9, Recorded 11/8/94, Plat Book 9, Page 477.
Block 10, Recorded 7/12/95, Plat Book 10, Page 35.
Block 11, Recorded 11/7/95, Plat Book 10, Page 53.
Block 12, Recorded 6/31/96, Plat Book 10, Page 107.

Hickory Cove

Block 1, Recorded 9/12/85, Plat Book 9, Page 50.

Prestonwood Estates

Block 1, Recorded 4/5/89, Plat Book 9, Page 242.

Berkshire Forest

Block 1, Recorded 2/18/76, Plat Book 8, Page 25.

Richmond Hills

Block 1, Recorded 5/9/95, Plat Book 10, Page 17.
Block 2, Recorded 5/9/95, Plat Book 10, Page 18.

Stonehenge

Block 1, Recorded 12/5/96, Plat Book 10, Page 59.
Block 2, Recorded 2/14/96, Plat Book 10, Page 69.
Block 2, Partial Replat, Recorded 10/17/97, Plat Book 10, Page 194.
Block 3, Recorded 3/10/97, Plat Book 10, Page 151.
Block 3, Replat, Recorded 7/22/97, Plat Book 10, Page 182.
Block 3, 2nd Replat, Recorded 10/15/97, Plat Book 10, Page 192.

EXHIBIT "A"

PROPERTY

Stonehenge cont.

Block 4, Recorded 3/7/96, Plat Book 10, Page 77.
Block 5, Recorded 3/7/96, Plat Book 10, Page 78.
Block 5, Partial Replat, Recorded 10/17/97, Plat Book 10, Page 193.

Catoosa

Block 1, Recorded 10/28/96, Plat Book 10, Page 127.
Block 2, Recorded 10/28/96, Plat Book 10, Page 128.
Block 2 Replat, Recorded 3/10/97, Plat Book 10, Page 150.
Block 3, Recorded 10/28/96, Plat Book 10, Page 129.
Block 4, Recorded 5/5/97, Plat Book 10, Page 164.

Spring Lake

Block 1, Recorded 2/14/97, Plat book 10, Page 142.

Otter Creek

Block 1, Recorded 7/22/97, Plat Book 10, Page 181.

INTERVAL OWNERSHIP/TIMESHARE REGIMES

Oak Knoll

Phase I, Recorded 6/11/82, Plat Book 8, Page 164.
Phase I Replat, Recorded 10/19/83, Plat Book 8, Page 252.
Phase II, Recorded 4/18/83, Plat Book 8, Page 213.
Phase III, Recorded 6/21/84, Plat Book 8, Page 283.
Phase IV, Recorded 9/12/85, Plat Book 9, Page 49.

Laurel Ridge

Plat Recorded 3/6/89, Plat Book 9, Page 240.
Partial Replat Recorded 8/9/89, Plat Book 9, Page 262.

Kensington Woods

Plat Recorded 7/13/81, Plat Book 8, Page 144.

Sterling Forest

Plat Recorded 4/23/80, Plat Book 8, Page 119.
Townhouse No. 2 Recorded 9/11/80, Plat Book 8, Page 124.
Townhouse No. 3, 4 & 5 Recorded 9/11/80, Plat Book 8, Page 125.
Townhouse No. 6 & 7 Recorded 9/26/80, Plat Book 8, Page 126.

Stonecastle

Phase I, Recorded 7/31/86, Plat Book 9, Page 141.
Phase II, Recorded 11/25/86, Plat Book 9, Page 156.
Revised Phase II, Recorded 10/20/87, Plat Book 9, Page 181.
Phase III, Recorded 11/25/86, Plat Book 9, Page 157.
Revised Phase III, Recorded 10/20/87, Plat Book 9, Page 182.

EXHIBIT "A"

PROPERTY

Stonecastle Place

Plat Recorded 10/11/88, Plat Book 9, Page 219.

Wellington Place

Phase I Plat Recorded 2/24/86, Plat Book 9, Page 56.
Phase II Plat Recorded 6/16/86, Plat Book 9, Page 136.
Phase III Plat Recorded 6/16/86, Plat Book 9, Page 135.
Phase IV Plat Recorded 11/25/86, Plat Book 9, Page 158.
Phase V Plat Recorded 11/25/86, Plat Book 9, Page 159.
Phase VI Plat Recorded 5/29/87, Plat Book 9, Page 172.
Phase VII Plat Recorded 9/1/87, Plat Book 9, Page 178.

TOWNHOUSES

Druid Landing

Plat Recorded 12/19/83, Plat Book 8, Page 268.
Replat Buildings 1-6 Recorded 7/23/86, Plat Book 9, Page 139.

Dorchester Court

Plat Recorded 7/31/86, Plat Book 9, Page 142.
Revised Plat Recorded 1/9/89, Plat Book 9, Page 233.

Woodland (Phase I)

Plat Recorded 7/5/77, Plat Book 8, Page 44.

Lake Catherine

Phase I Plat Recorded 7/18/84, Plat Book 8, Page 284.
Partial Replat Phase I Recorded 3/1/85, Plat Book 9, Page 21.
2nd Partial Replat Phase I Recorded 8/10/89, Plat Book 9,
Page 260.
Phase II Plat Recorded 4/1/86, Plat Book 9, Page 129.
Phase III Plat Recorded 10/24/86, Plat Book 9, Page 152.
Phase III Partial Replat, Recorded 8/12/96, Plat Book 10,
Page 112.
Phase IV Plat Recorded 10/24/86, Plat Book 9, Page 153.
Phase IV Partial Replat, Recorded 3/10/97, Plat Book 10, Page 152.

Country Club Villas

Phase I Plat Recorded 7/25/85, Plat Book 9, Page 46.
Phase II Plat Recorded 5/6/81, Plat Book 8, Page 139.
Phase II Supplement Recorded 2/22/83, Plat Book 8, Page 209.

Lake Forrest

Plat (St. George Block 8) Recorded 5/16/75, Plat Book 8, Page 7.

Brompton Court

Phase I, Recorded 8/7/96, Plat Book 10, Page 109.

EXHIBIT "A"

PROPERTY

CONDOMINIUMS

Lake Shore

Plat Recorded 12/4/72, Plat Book 5, Page 80.

Wilshire Heights

Plat Recorded 1/11/72, Plat Book 4, Page 46.

BOOK 1006 PAGE 2046

EXHIBIT "B"

ADDITIONAL PROPERTY

The following table identifies the Additional Property. The table is intended to include all of the undeveloped properties and Reserved Properties in the vicinity of Fairfield Glade owned by the Declarant as of the Effective Date of the 1997 Declaration. Legal descriptions for Parcels A-1 through A-5, A-28, B-1 through B-5, B-7, C-1 through C-8 and C-10 are attached hereto. The remaining Parcels are described by reference to the recorded Plats on which such Parcels are shown. The Parcels identified as Parcels A-7 through A-27, A-29, A-30, B-6, B-8 and C-9 are depicted as Reserved Properties on the recorded Plats. The property identified as Parcel C-6 is an unplatted developed tract of land containing 20.56 acres. Parcel C-6 shall be deemed "Reserved Property" for purposes of this Exhibit and the 1997 Declaration.

All recording references are to the Register's Office of Cumberland County, Tennessee.

BOOK 1006 PAGE 2047

EXHIBIT "B" - ADDITIONAL PROPERTY

| PARCEL NUMBER | SUBDIVISION/ DESCRIPTION | BLOCK | PLAT BOOK | PAGE | ACRES | TYPE PROPERTY | |
|---------------|------------------------------------|-------|-----------|------|---------|---------------|--|
| A-1 | NORTH OF WILSHIRE 1 | N/A | N/A | N/A | 251.52 | UNDEVELOPED | |
| A-2 | SOUTH OF ROBIN HOOD PARK | N/A | N/A | N/A | 7.20 | UNDEVELOPED | |
| A-3 | NORTH OF LANCASTER 4 | N/A | N/A | N/A | 17.88 | UNDEVELOPED | |
| A-4 | NORTHEAST CORNER OF SITE | N/A | N/A | N/A | 1661.91 | UNDEVELOPED | |
| A-5 | SOUTHERN PORTION OF SITE | N/A | N/A | N/A | 303.10 | UNDEVELOPED | |
| A-6 | THIS LINE INTENTIONALLY LEFT BLANK | | | | | | |
| A-7 | NORTH HAMPTON | 6 | 8 | 276 | 3.69 | RESERVED | |
| A-8 | LAKE CANTERBURY | 1 | 3 | 31 | 1.06 | RESERVED | |
| A-9 | LAKE CANTERBURY | 1 | 3 | 31 | 3.39 | RESERVED | |
| A-10 | LAKE CANTERBURY | 5 | 8 | 62 | 6.97 | RESERVED | |
| A-11 | LAKE CANTERBURY | 1 | 3 | 31 | 1.25 | RESERVED | |
| A-12 | LAKE CATHERINE | 2 | 8 | 31 | 1.03 | RESERVED | |
| A-13 | DRUID HILLS | 1 | 4 | 3 | 1.91 | RESERVED | |
| A-14 | LAKE POMEROY | 3 | 5 | 61 | 7.49 | RESERVED | |
| A-15 | LAKE POMEROY | 4 | 5 | 20 | 5.41 | RESERVED | |
| A-16 | LAKE GLASTOWBURY | 1 | 5 | 6 | 2.71 | RESERVED | |
| A-17 | DORCHESTER | 2 | 8 | 57 | 5.44 | RESERVED | |
| A-18 | DORCHESTER | 3 | 8 | 58 | 4.22 | RESERVED | |
| A-19 | DORCHESTER | 3 | 8 | 58 | 7.72 | RESERVED | |
| A-20 | DORCHESTER | 6 | 8 | 89 | 5.86 | RESERVED | |
| A-21 | DORCHESTER | 6 | 8 | 89 | 9.01 | RESERVED | |
| A-22 | WINDSOR BLUFF | 4 | 5 | 90 | 10.07 | RESERVED | |
| A-23 | ST. GEORGE | 5 | 6 | 45 | 0.37 | RESERVED | |
| A-24 | ST. GEORGE | 3 | 6 | 28 | 7.56 | RESERVED | |
| A-25 | LAKE POMEROY | 3 | 5 | 61 | 1.20 | RESERVED | |
| A-26 | DORCHESTER | 2 | 8 | 57 | 1.09 | RESERVED | |
| A-27 | WINDSOR BLUFF | 5 | 6 | 12 | 5.38 | RESERVED | |
| A-28 | NORTH OF POMEROY 2 & 3 | N/A | N/A | N/A | 168.58 | UNDEVELOPED | |
| A-29 | ST. GEORGE | 7 | 10 | 183 | 1.02 | RESERVED | |
| A-30 | LAKE POMEROY | 1 | 5 | 5 | 5.63 | RESERVED | |
| | | 2 | | | | 2,509.66 | |

EXHIBIT "B" - continued

| PARCEL NUMBER | SUBDIVISION/ DESCRIPTION | PLAT | | | ACRES | TYPE PROPERTY |
|---------------|------------------------------------|-------|------|------|--------|---------------|
| | | BLOCK | BOOK | PAGE | | |
| B-1 | EAST OF FAIRWAY 6 ON STONEHENGE | N/A | N/A | N/A | 20.43 | UNDEVELOPED |
| B-2 | NORTHWESTERN CORNER OF PROPERTY | N/A | N/A | N/A | 69.68 | UNDEVELOPED |
| B-3 | SOUTH & SOUTHEAST OF PEAVINE CEME' | N/A | N/A | N/A | 11.38 | UNDEVELOPED |
| B-4 | NORTH EAST OF H.H. MNT.BLDG. | N/A | N/A | N/A | 6.91 | UNDEVELOPED |
| B-5 | EAST OF N HAMPTON BLOCKS 2&3 | N/A | N/A | N/A | 86.65 | UNDEVELOPED |
| B-6 | LAKE GLASTOWBURY | 2 | 5 | 21 | 8.36 | RESERVED |
| B-7 | EAST HEATHERHURST PRO SHOP | N/A | N/A | N/A | 41.65 | UNDEVELOPED |
| B-8 | LAKE GLASTOWBURY | 3 | 5 | 65 | 31.72 | RESERVED |
| | | | | | 203.42 | |

| PARCEL NUMBER | SUBDIVISION/ DESCRIPTION | PLAT | | | ACRES | TYPE PROPERTY |
|---------------|-----------------------------------|-------|------|------|--------|---------------|
| | | BLOCK | BOOK | PAGE | | |
| C-1 | NORTH OF VILLAGE GREEN MALL | N/A | N/A | N/A | 18.83 | UNDEVELOPED |
| C-2 | SOUTH OF OAK KNOLL TIMESHARE | N/A | N/A | N/A | 6.35 | UNDEVELOPED |
| C-3 | WEST OF STONEHENGE PRO SHOP | N/A | N/A | N/A | 16.64 | UNDEVELOPED |
| C-4 | SE OF STONEHENGE PRO SHOP | N/A | N/A | N/A | 12.58 | UNDEVELOPED |
| C-5 | NW OF PEAVINE & CATOOSA INTERSECT | N/A | N/A | N/A | 12.64 | UNDEVELOPED |
| C-6 | LODGE, SALES, SASSAFRASS, & ADMN | N/A | N/A | N/A | 20.56 | RESERVED |
| C-7 | EAST /VILLAGE & CATOOSA INTR | N/A | N/A | N/A | 23.55 | UNDEVELOPED |
| C-8 | WEST OF LAKE CATHERINE | N/A | N/A | N/A | 53.57 | UNDEVELOPED |
| C-9 | LAKE CATHERINE | 3 | 10 | 179 | 1.29 | RESERVED |
| C-10 | EAST OF N HAMPTON BLOCKS 2&3 | N/A | N/A | N/A | 49.47 | UNDEVELOPED |
| | | | | | 215.49 | |

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TOTAL ACRES 2,928.57

EXHIBIT "B" ADDITIONAL PROPERTIES

PARCEL A-1

PAGE 1 OF 4

FROM THE INTERSECTION OF ROBINHOOD COURT AND ROBINHOOD LANE, BLOCK ONE, WILSHIRE SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD MARCH 14, 1970, A BEARING OF N 16° 30' 14" W AND A DISTANCE OF 217.37' TO THE POINT OF BEGINNING; SAID POINT BEING ON THE BOUNDARY OF WILSHIRE BLOCK ONE; THENCE, ALONG SAID BOUNDARY THE FOLLOWING 4 COURSES AND DISTANCES:

| | | |
|-----------------|---|---------|
| N 51° 37' 20" W | - | 330.00' |
| N 10° 49' 38" W | - | 246.86' |
| N 85° 58' 16" W | - | 320.00' |
| S 20° 02' 00" W | - | 107.23' |

TO THE P.C. OF A CURVE ON THE NORTHERN R.O.W. OF ROBINHOOD COURT; THENCE, ALONG SAID R.O.W. AND CURVE A CENTRAL ANGLE OF 93° 45' 53", A RADIUS OF 50.00', A TANGENT OF 53.40' AND A LENGTH OF 81.83' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 93° 45' 53", A RADIUS OF 50.00', A TANGENT OF 53.40', AND A LENGTH OF 81.83' TO THE P.T. OF SAID CURVE; THENCE, LEAVING SAID R.O.W. THE FOLLOWING 5 COURSES AND DISTANCES:

| | | |
|-----------------|---|---------|
| S 03° 59' 19" W | - | 87.28' |
| S 51° 37' 21" E | - | 265.00' |
| S 55° 01' 51" W | - | 360.24' |
| S 51° 38' 19" E | - | 100.00' |
| S 38° 20' 49" W | - | 105.64' |

TO THE P.C. OF A CURVE ON THE NORTHERN R.O.W. OF GROUSE COURT; THENCE, ALONG SAID R.O.W. AND CURVE A CENTRAL ANGLE OF 106° 26' 26", A RADIUS OF 50.00', A TANGENT OF 66.89' AND A LENGTH OF 92.89' TO THE P.T. OF SAID CURVE; THENCE, LEAVING SAID R.O.W. A BEARING OF S 32° 38' 29" W AND A DISTANCE OF 75.55' TO A CORNER; SAID CORNER BEING ON THE BOUNDARY OF FAIRFIELD GLADE AND SINGLETON PROPERTY; THENCE, ALONG SAID BOUNDARY A BEARING OF N 04° 18' 51" E AND A DISTANCE OF 233.79' TO A CORNER; THENCE, A BEARING OF N 86° 12' 35" W AND A DISTANCE OF 200.47' TO A CORNER; THENCE, A BEARING OF N 01° 26' 41" W AND A DISTANCE OF 961.95' TO A CORNER; THENCE,, A BEARING OF N 86° 12' 34" W AND A DISTANCE OF 2,114.40' TO A CORNER; SAID CORNER BEING THE COMMON CORNER OF FAIRFIELD GLADE, SINGLETON PROPERTY AND THE STATE OF TENNESSEE (CATOOSA WILDLIFE MANAGEMENT AREA); THENCE, LEAVING SINGLETON PROPERTY AND ALONG FAIRFIELD GLADE PROPERTY AND STATE OF TENNESSEE PROPERTY BOUNDARY A BEARING OF N 04° 55' 42" E AND A DISTANCE OF 3,035.71' TO A CORNER; THENCE, LEAVING SAID BOUNDARY A BEARING OF S 55° 05' 41" E AND A DISTANCE OF 245.74' TO A CORNER; SAID CORNER BEING ON THE BOUNDARY OF FAIRWAYS 4, 5 AND 6 HEATHERHURST GOLF COURSE; THENCE, ALONG SAID BOUNDARY THE FOLLOWING 29 COURSES AND DISTANCES:

| | | |
|-----------------|---|---------|
| S 02° 22' 30" W | - | 106.82' |
| S 28° 14' 14" E | - | 103.37' |
| S 73° 41' 52" E | - | 161.34' |
| S 57° 32' 33" E | - | 151.51' |
| S 25° 17' 42" E | - | 169.66' |
| S 03° 09' 24" E | - | 163.19' |
| S 22° 16' 30" E | - | 185.00' |

EXHIBIT "B" ADDITIONAL PROPERTIES

PARCEL A-1
PAGE 2 OF 4

| | |
|-------------------|-----------|
| S 27° 21' 45" E - | 125.33' |
| S 29° 18' 13" E - | 64.14' |
| S 73° 36' 21" E - | 83.02' |
| N 87° 48' 03" E - | 76.45' |
| S 76° 24' 13" E - | 98.90' |
| S 75° 01' 42" E - | 103.28' |
| S 67° 44' 39" E - | 103.34' |
| S 60° 46' 46" E - | 87.30' |
| S 59° 35' 42" E - | 109.58' |
| S 78° 03' 55" E - | 84.58' |
| S 64° 48' 52" E - | 97.07' |
| S 53° 30' 46" E - | 98.30' |
| S 48° 20' 52" E - | 82.49' |
| S 82° 54' 15" E - | 77.81' |
| S 59° 24' 28" E - | 67.47' |
| S 51° 27' 55" E - | 89.36' |
| N 82° 11' 09" E - | 119.91' |
| N 43 18' 02" E - | 93.84' |
| N 32° 15' 08" E - | 64.18' |
| N 37° 30' 48" E - | 156.34' |
| N 47° 37' 01" W - | - 137.57' |
| N 44° 42' 42" E - | 260.85' |

TO THE P.C. OF A CURVE ON THE CENTER LINE OF FOREST HILL DRIVE; THENCE, ALONG SAID CURVE AND CENTER LINE A CENTRAL ANGLE OF 21°21'37", A RADIUS OF 414.30', A TANGENT OF 78.13' AND A LENGTH OF 154.45' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 53° 49' 07", A RADIUS OF 282.82', A TANGENT OF 143.54' AND A LENGTH OF 265.66' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 37° 50' 45" E AND A DISTANCE OF 109.17' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 20° 26' 06", A RADIUS OF 1180.90', A TANGENT OF 212.85' AND A LENGTH OF 421.18' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 04° 25' 31" A RADIUS OF 1180.89', A TANGENT OF 45.63' AND A LENGTH OF 70.40' TO THE P.T. OF SAID CURVE; THENCE, LEAVING SAID CENTER LINE A BEARING OF S 37° 02' 09" E AND A DISTANCE OF 31.94' TO A POINT ON THE EASTERN R.O.W. OF FOREST HILL DRIVE; THENCE, LEAVING SAID R.O.W. THE FOLLOWING 35 COURSES AND DISTANCES:

| | |
|-------------------|-----------|
| S 79° 16' 35" E - | 57.30' |
| S 10° 41' 38" E - | 171.72' |
| S 32° 28' 42" E - | 72.39' |
| S 71° 09' 37" E - | 83.66' |
| N 84° 07' 26" E - | 27.62' |
| N 55° 45' 38" E - | 106.11' |
| N 08° 46' 04" E - | 102.81' |
| N 13° 17' 35" W - | - 220.68' |
| N 30° 27' 40" W - | - 135.89' |
| N 10° 34' 07" W - | - 176.81' |
| N 73° 13' 17" E - | 141.80' |

BOOK 1006 PAGE 2051

EXHIBIT "B" ADDITIONAL PROPERTIES

PARCEL A-1
PAGE 3 OF 4

| | |
|-------------------|-----------|
| N 69° 33' 33" E - | 167.04' |
| N 72° 34' 27" E - | 86.61' |
| N 65° 09' 46" E - | 141.63' |
| N 74° 01' 05" E - | 115.46' |
| N 85° 29' 32" E - | 84.80' |
| S 75° 12' 45" E - | 144.70' |
| S 66° 30' 48" E - | 259.43' |
| S 79° 12' 42" E - | 133.03' |
| S 13° 04' 12" W | - 175.42' |
| S 75° 19' 28" W | - 200.19' |
| S 64° 36' 25" W | - 285.41' |
| S 32° 55' 52" W | - 227.74' |
| S 37° 30' 13" W | - 138.84' |
| S 22° 31' 49" W | - 260.83' |
| S 20° 42' 38" W - | 23.07' |
| S 21° 19' 08" W - | 70.74' |
| S 33° 00' 46" W | - 104.15' |
| S 06° 11' 36" E - | 81.82' |
| S 77° 51' 42" E - | 72.17' |
| N 54° 01' 17" E - | 73.49' |
| N 31° 14' 36" E - | 114.89' |
| N 52° 02' 08" E - | 128.07' |
| N 46° 43' 26" E - | 139.45' |
| S 25° 30' 00" E - | 195.24' |

BOOK 1006 PAGE 2052

TO THE P.C. OF A CURVE ON THE NORTHWEST R.O.W. OF FOREST HILLS DRIVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 33° 00' 41", A RADIUS OF 235.38', A TANGENT OF 69.75' AND A LENGTH OF 135.61' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 59° 20' 19", A RADIUS OF 200.06', A TANGENT OF 113.97' AND A LENGTH OF 207.19' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 43° 30' 20" E AND A DISTANCE OF 211.21' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 62° 54' 39", A RADIUS OF 400.98', A TANGENT OF 245.29' AND A LENGTH OF 440.28' TO A POINT; THENCE, A BEARING OF S 73° 35' 00" E AND A DISTANCE OF 91.04' TO THE P.C. OF A CURVE ; THENCE, LEAVING SAID R.O.W. AND ALONG SAID CURVE A CENTRAL ANGLE OF 99° 38' 58", A RADIUS OF 25.00', A TANGENT OF 29.61' AND A LENGTH OF 43.48' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE ON THE WESTERN R.O.W. OF STONEHENGE DRIVE; THENCE, ALONG SAID CURVE AND R.O.W. A CENTRAL ANGLE OF 10° 15' 38", A RADIUS OF 496.48', A TANGENT OF 44.57' AND A LENGTH OF 88.91' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 29° 56' 05", A RADIUS OF 344.06', A TANGENT OF 91.98' AND A LENGTH OF 179.76' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 25° 54' 52", A RADIUS OF 582.47', A TANGENT OF 134.02' AND A LENGTH 263.44' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 21° 02' 56" W AND A DISTANCE OF 140.41' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 40° 06' 50", A RADIUS OF 303.90', A TANGENT OF 110.95' AND A LENGTH OF 212.77' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 19° 03' 56" E AND A DISTANCE OF 147.86' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE, A CENTRAL ANGLE OF 32° 52' 50", A RADIUS OF 395.75', A TANGENT OF 116.78' AND A LENGTH OF 227.11' TO THE P.T. OF SAID

EXHIBIT "B" ADDITIONAL PROPERTIES

PARCEL A-1
PAGE 4 OF 4

CURVE; THENCE, A BEARING OF S 13° 48' 54" W AND A DISTANCE OF 17.57' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE, A CENTRAL ANGLE OF 34° 41' 19", A RADIUS OF 372.29', A TANGENT OF 116.27' AND A LENGTH OF 225.39' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 48° 30' 13" W AND A DISTANCE OF 78.61' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 24° 08' 59", A RADIUS OF 904.92', A TANGENT OF 193.58' AND LENGTH OF 381.42' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 72° 39' 12" W AND A DISTANCE OF 75.03' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 56° 13' 26", A RADIUS OF 404.38', A TANGENT OF 216.03' AND A LENGTH OF 396.81' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 16° 25' 46" W AND A DISTANCE OF 123.81' TO THE P.T. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 15° 34' 4", A RADIUS OF 487.37', A TANGENT OF 66.66' AND A LENGTH OF 132.49' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 29° 06' 42", A RADIUS OF 302.47', A TANGENT OF 78.54' AND A LENGTH OF 153.69' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 02° 53' 37" W AND A DISTANCE OF 30.69' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 33° 59' 51", A RADIUS OF 793.85', A TANGENT OF 242.69' AND A LENGTH OF 471.05' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 31° 06' 14" E AND A DISTANCE OF 8.29' TO A POINT; THENCE, LEAVING SAID R.O.W. THE FOLLOWING 7 COURSES AND DISTANCES:

| | | |
|-----------------|---|---------|
| S 58° 53' 46" W | - | 86.69' |
| S 86° 39' 21" W | - | 50.00' |
| S 63° 39' 40" W | - | 341.45' |
| N 26° 20' 19" W | - | 204.40' |
| S 63° 39' 40" W | - | 286.60' |
| S 26° 20' 19" E | - | 593.96' |
| S 20° 02' 03" W | - | 114.57' |

TO THE POINT OF BEGINNING CONTAINING IN ALL 251.52 ACRES MORE OR LESS.

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BOOK 1006 PAGE 2053

EXHIBIT "B" ADDITIONAL PROPERTIES

PARCEL A-2
PAGE 1 OF 1

FROM THE INTERSECTION OF SNEAD DRIVE AND SNEAD TERRACE, PARTIAL REPLAT BLOCK THREE, LAKE CATHERINE SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD OCTOBER 15, 1986, NOTE BOOK Z, PAGE 95, PLAT BOOK 9, PAGE 151, A BEARING OF N 47°16'30" W AND A DISTANCE OF 191.71' TO THE POINT OF BEGINNING: SAID POINT BEING ON THE SOUTHWEST R.O.W. OF SNEAD DRIVE; THENCE, ALONG SAID R.O.W. A BEARING OF S 38°16'19" E AND A DISTANCE OF 296.47' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 55°50'13", A RADIUS OF 630.52', A LENGTH OF 614.47' AND A TANGENT OF 334.10' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 17°33'54" W AND A DISTANCE OF 188.07' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 57°58'53", A RADIUS OF 25.00', A TANGENT OF 13.85' AND A LENGTH OF 25.30' TO THE P.T. OF SAID CURVE ON THE NORTHERN R.O.W. OF ANGLEWOOD DRIVE; THENCE, ALONG SAID R.O.W. A BEARING OF S 75°32'47" W AND A DISTANCE OF 216.40' TO THE P.C. OF A CURVE; THENCE, LEAVING SAID R.O.W. AND ALONG SAID CURVE A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 25.00', A TANGENT OF 25.00', AND A LENGTH OF 39.27' TO A POINT ON THE BOUNDARY OF WOODLANDS TOWNHOMES; THENCE, ALONG SAID BOUNDARY A BEARING OF N 14°27'13" W AND A DISTANCE OF 115.00' TO A CORNER; THENCE, A BEARING OF N 75°32'47" E AND A DISTANCE OF 150.00' TO A CORNER; THENCE, A BEARING OF N 20°27'13" W AND A DISTANCE OF 286.26' TO A CORNER ON THE SHORE LINE OF LAKE CATHERINE; THENCE, ALONG SAID SHORE LINE THE FOLLOWING 6 COURSES AND DISTANCES:

| | | |
|---------------|---|---------|
| N 63°11'40" E | - | 63.29' |
| N 02°37'04" W | - | 67.89' |
| N 57°36'07" W | - | 135.06' |
| N 45°44'37" W | - | 77.58' |
| N 37°37'51" W | - | 219.30' |
| N 32°42'03" E | - | 228.25' |

TO A CORNER; THENCE, LEAVING SAID SHORE LINE A BEARING OF N 73°29'41" E AND A DISTANCE OF 140.69' TO THE POINT OF BEGINNING CONTAINING IN ALL 7.195 ACRES MORE OR LESS.

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BOOK 1006 PAGE 2054

EXHIBIT "B" ADDITIONAL PROPERTIES

PARCEL A-3
PAGE 1 OF 1

FROM THE INTERSECTION OF STONEHENGE DRIVE AND FOREST HILL DRIVE, BLOCK ONE, FOREST HILL SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD AUGUST 1, 1989, NOTE BOOK 3, PAGE 411, PLAT BOOK 9, PAGE 256, A BEARING OF N 45° 52' 05" E AND A DISTANCE OF 234.21' TO THE POINT OF BEGINNING; SAID POINT BEING THE EASTERN MOST CORNER ON THE BOUNDARY OF FOREST HILL BLOCK ONE, ON THE NORTHWEST R.O.W. OF STONEHENGE DRIVE; THENCE, LEAVING SAID R.O.W. AND ALONG SAID BOUNDARY A BEARING OF N 65° 07' 36" W AND A DISTANCE OF 442.81' TO A CORNER; THENCE, A BEARING OF N 16° 39' 38" E AND A DISTANCE OF 45.12' TO A CORNER; THENCE, A BEARING OF N 86° 50' 02" E AND A DISTANCE OF 279.70' TO A CORNER; THENCE, A BEARING OF N 70° 35' 39" E AND A DISTANCE OF 186.60 TO A CORNER; THENCE, A BEARING OF N 01°55'06" W AND A DISTANCE OF 242.05' TO A CORNER; THENCE, A BEARING OF N 11°33'12" E AND A DISTANCE OF 50.04' TO A CORNER; THENCE, A BEARING OF N 25°17'54"E AND A DISTANCE OF 262.72' TO A CORNER; THENCE, A BEARING OF N 04°21'04"E AND A DISTANCE OF 10.00' TO A CORNER ON THE BOUNDARY OF FAIRFIELD GLADE AND THE STATE OF TENNESSEE (CATOOSA WILDLIFE MANAGEMENT AREA); THENCE, ALONG SAID BOUNDARY A BEARING OF S 85° 38' 56" E AND A DISTANCE OF 111.05' TO A CORNER; THENCE, LEAVING SAID BOUNDARY A BEARING OF S 04° 21' 04" W AND A DISTANCE OF 317.69' TO A CORNER; THENCE, A BEARING OF S 85° 38' 56" E AND A DISTANCE OF 600.00' TO A CORNER; THENCE, A BEARING OF N 04° 21' 04" E AND A DISTANCE OF 317.69' TO A CORNER ON THE BOUNDARY OF FAIRFIELD GLADE AND THE STATE OF TENNESSEE (CATOOSA WILDLIFE MANAGEMENT AREA); THENCE, ALONG SAID BOUNDARY A BEARING OF S 86° 38' 56" E AND A DISTANCE OF 127.11 TO A CORNER; THENCE, A BEARING OF S 86° 29' 56" E AND A DISTANCE OF 182.52' TO A CORNER; THENCE, LEAVING SAID BOUNDARY AND ALONG BOUNDARY OF LANCASTER BLOCK SIX A BEARING OF S 03° 30' 04" W AND A DISTANCE OF 155.00' TO A CORNER; THENCE, A BEARING OF N 86° 29' 56" W AND A DISTANCE OF 61.83' TO A CORNER; THENCE, A BEARING OF S 03° 30' 04" W AND A DISTANCE OF 172.22' TO A CORNER; THENCE, A BEARING OF S 86° 29' 56" E AND A DISTANCE OF 229.00' TO A CORNER; THENCE, A BEARING OF S 41° 58' 45" W AND A DISTANCE OF 268.00' TO A CORNER; THENCE, A BEARING OF S 06° 51' 08" E AND A DISTANCE OF 356.37' TO A CORNER ON THE NORTHERN R.O.W. OF STONEHENGE DRIVE; THENCE, LEAVING SAID BOUNDARY AND ALONG SAID R.O.W. A BEARING OF N 70° 34' 22" W AND A DISTANCE OF 304.86' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 25° 38' 35", A RADIUS OF 1,238.32', A TANGENT OF 281.83' AND A LENGTH OF 554.22' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 83° 47' 03" W AND A DISTANCE OF 327.63' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 09° 01' 27", A RADIUS OF 324.39', A TANGENT OF 25.60' AND A LENGTH OF 51.09' TO THE POINT OF BEGINNING CONTAINING IN ALL 17.875 ACRES MORE OR LESS.

EXHIBIT "B" ADDITIONAL PROPERTIES

PARCEL A-4
PAGE 1 OF 4

BEGINNING FROM THE REAR COMMON CORNER OF LOTS ONE AND TWO, BLOCK SEVEN REPLAT, LANCASTER SUBDIVISION, FAIRFIELD GLADE, TN, AS FILED OF RECORD SEPTEMBER 27, 1990, NOTE BOOK 5, PAGE 116, PLAT BOOK 9, PAGE 294, THENCE, ALONG THE EAST BOUNDARY OF SAID SUBDIVISION A BEARING OF N 38°33'29" E AND A DISTANCE OF 520.50' TO A CORNER; THENCE, A BEARING OF N 55°33'55" E AND A DISTANCE OF 365.87' TO A CORNER; THENCE, A BEARING OF N 05°03'14" E AND A DISTANCE OF 342.65' TO A CORNER; SAID CORNER BEING ON THE BOUNDARY OF FAIRFIELD GLADE AND THE STATE OF TENNESSEE (CATOOSA WILDLIFE MANAGEMENT AREA); THENCE ALONG SAID BOUNDARY THE FOLLOWING 8 COURSES AND DISTANCES:

| | | |
|---------------|---|-----------|
| S 86°57'04" E | - | 6,080.68' |
| S 87°16'25" E | - | 2,506.40' |
| S 02°53'24" W | - | 1,189.44' |
| S 02°53'16" W | - | 945.89' |
| S 02°53'25" W | - | 1,124.85' |
| S 02°52'52" W | - | 1,047.95' |
| S 02°55'10" W | - | 2,637.41' |
| S 03°06'03" W | - | 1,187.00' |

TO A CORNER, THENCE LEAVING SAID BOUNDARY THE FOLLOWING 8 COURSES AND DISTANCES:

| | | |
|---------------|---|-----------|
| N 82°44'25" W | - | 1,715.71' |
| S 57°52'31" W | - | 469.99' |
| S 77°20'52" W | - | 656.89' |
| S 44°24'32" W | - | 1,837.89' |
| S 65°59'15" W | - | 882.42' |
| S 87°14'16" W | - | 598.57' |
| S 00°57'26" W | - | 1,659.25' |
| S 00°10'39" E | - | 480.75' |

TO A CORNER ON THE EASTERN BOUNDARY OF BERKSHIRE FOREST, BLOCK ONE, THENCE, WITH SAID BOUNDARY THE FOLLOWING 6 COURSES AND DISTANCES:

| | | |
|---------------|---|---------|
| S 89°48'42" W | - | 476.81' |
| N 28°48'39" W | - | 114.13' |
| N 45°25'06" W | - | 96.88' |
| N 82°27'38" W | - | 137.19' |
| S 48°21'59" W | - | 301.04' |
| S 63°00'49" W | - | 235.72' |

TO A CORNER ON THE EASTERN R.O.W. OF REBEL RUN; THENCE, CROSSING SAID R.O.W. A BEARING OF N 72°48'01" W AND A DISTANCE OF 64.00' TO THE P.C. OF A CURVE ON THE WESTERN R.O.W. OF REBEL RUN; THENCE, ALONG SAID R.O.W. AND CURVE A CENTRAL ANGLE OF 05°26'35", A RADIUS OF 157.47', A TANGENT OF 7.49' AND A LENGTH OF 14.96' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 22°38'34" W AND A DISTANCE OF 14.62' TO THE P.C. OF A CURVE; THENCE ALONG SAID CURVE A CENTRAL ANGLE OF 05°38'32", A RADIUS OF 306.60', A TANGENT OF 15.11' AND A LENGTH OF 30.19' TO THE P.T. OF SAID CURVE; THENCE, LEAVING SAID R.O.W. THE FOLLOWING 6 COURSES AND DISTANCES:

EXHIBIT "B" ADDITIONAL PROPERTIES

PARCEL A-4
PAGE 2 OF 4

N 61°42'53" W - 93.73'
S 37°30'56" W - 18.21'
N 88°19'54" W - 97.34'
S 72°47'26" W - 127.68'
S 68°02'10" W - 77.17'
S 50°53'00" W - 1,239.90'

TO A POINT ON THE FAIRFIELD GLADE AND LEWIS BOUNDARY; THENCE, ALONG SAID BOUNDARY A BEARING OF N 14°13'58" W AND A DISTANCE OF 1447.27' TO A CORNER; THENCE, LEAVING SAID BOUNDARY THE FOLLOWING 12 COURSES AND DISTANCES:

N 75°02'25" E - 350.00'
N 14°57'35" W - 507.03'
N 12°57'31" W - 120.23'
N 19°09'53" W - 249.34'
N 32°09'49" W - 230.10'
N 08°03'13" W - 24.08'
N 12°46'43" W - 98.91'
N 12°03'11" W - 269.27'
N 15°40'20" W - 221.40'
N 14°24'24" W - 96.70'
N 08°14'00" W - 39.30'
N 03°04'26" W - 144.61'

TO A POINT ON THE EASTERN BOUNDARY OF NORTH HAMPTON BLOCK ONE; THENCE, ALONG THE EASTERN BOUNDARY LINES OF NORTH HAMPTON BLOCKS ONE THRU THREE THE FOLLOWING 15 COURSES AND DISTANCES:

N 26°026'38" E - 794.82'
N 02°18'14" W - 348.28'
N 59°02'49" E - 326.86'
N 07°32'05" E - 722.12'
N 76°34'04" W - 667.25'
N 48°02'31" W - 146.58'
N 00°50'46" W - 474.05'
N 36°08'13" E - 434.18'
N 04°48'36" W - 739.96'
N 37°02'47" E - 649.00'
N 34°42'27" W - 296.81'
N 34°47'14" W - 275.18'
N 45°42'06" E - 693.02'
N 21°52'25" W - 147.63'
N 62°07'21" E - 449.12'

TO THE A POINT ON THE EASTERN BOUNDARY OF RICHMOND HILLS BLOCK ONE; THENCE, ALONG THE EASTERN BOUNDARY LINES OF RICHMOND HILLS BLOCK ONE AND TWO THE FOLLOWING 4 COURSES AND DISTANCES:

N 69°00'00" E - 190.59'

EXHIBIT "B" ADDITIONAL PROPERTIES

PARCEL A-4

PAGE 3 OF 4

N 47°47'43" E - 655.84'
 N 74°40'09" E - 773.95'
 N 35°04'04" E - 1,470.83'

TO A POINT ON THE WESTERN R.O.W. OF CATOOSA BOULEVARD; THENCE, LEAVING SAID R.O.W. A BEARING OF N 19°05'26" E AND A DISTANCE OF 30.00' TO THE P.C. OF A CURVE ON THE CENTER LINE OF CATOOSA BLVD.; THENCE, ALONG SAID CURVE AND CENTER LINE A CENTRAL ANGLE OF 06°28'21", A RADIUS OF 440.72', A TANGENT OF 24.92' AND A DISTANCE OF 49.79' TO THE P.T. OF SAID CURVE; THENCE, LEAVING SAID CENTERLINE A BEARING OF N 09°27'44" E AND A DISTANCE OF 30.72' TO A POINT; THENCE, A BEARING OF N 12°50'59" E AND A DISTANCE OF 147.00' TO A POINT; THENCE, A BEARING OF N 64°38'43" W AND A DISTANCE OF 155.00' TO THE P.C. OF A CURVE ON THE CENTER LINE OF RICHMOND HILLS DRIVE; THENCE, A LONG SAID CURVE AND CENTER LINE A CENTRAL ANGLE OF 02°43'08", A RADIUS OF 536.82', A TANGENT OF 12.74' AND A LENGTH OF 25.47' TO THE P.T. OF SAID CURVE; THENCE, LEAVING SAID CENTER LINE A BEARING OF N 67°21'51" W AND A DISTANCE OF 25.00' TO A POINT ON THE WESTERN R.O.W. OF RICHMOND DRIVE; THENCE, LEAVING SAID R.O.W. A BEARING OF N 54°55'56" W AND A DISTANCE OF 245.94' TO A POINT; THENCE, A BEARING OF N 27°30'39" W AND A DISTANCE OF 221.78' TO A POINT ON THE SOUTHERN BOUNDARY OF LANCASTER BLOCK 10; THENCE, ALONG SAID BOUNDARY THE FOLLOWING 10 COURSES AND DISTANCES:

N 56°57'30" E - 392.75'
 N 07°24'29" E - 204.60'
 N 42°13'28" W - 230.19'
 S 56°57'30" W - 463.18'
 N 46°41'18" W - 331.05'
 N 18°26'54" W - 176.25'
 N 00°20'39" W - 118.54'
 N 15°16'33" W - 145.05'
 N 31°53'42" W - 135.32'
 S 50°05'10" W - 159.96'

TO A POINT ON THE EASTERN R.O.W. OF CATOOSA BLVD.; THENCE, LEAVING SAID R.O.W. A BEARING OF S 66°40'47" W AND A DISTANCE OF 30.00' TO THE P.C. OF A CURVE ON THE CENTER LINE OF CATOOSA BLVD.; THENCE, ALONG SAID CURVE AND CENTER LINE A CENTRAL ANGLE OF 64°07'33", A RADIUS OF 175.00', A TANGENT OF 109.62' AND A LENGTH OF 195.86' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 87°26'46" W AND A DISTANCE OF 530.95' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 14°40'51", A RADIUS OF 205.64', A TANGENT OF 26.49' AND A LENGTH OF 52.69' TO THE P.T. OF SAID CURVE; THENCE, LEAVING SAID CENTER LINE THE FOLLOWING 5 COURSES AND DISTANCES:

S 85°12'48" W - 52.55'
 N 12°07'37" W - 248.20'
 S 62°06'11" W - 190.99'
 S 30°18'18" W - 263.37'
 S 43°05'26" E - 152.04'

TO A POINT ON THE NORTHERN R.O.W. OF CATOOSA BLVD.; THENCE, LEAVING SAID R.O.W.

EXHIBIT "B" ADDITIONAL PROPERTIES

PARCEL A-4

PAGE 4 OF 4

THE FOLLOWING 17 COURSES AND DISTANCES:

| | | |
|---------------|---|---------|
| S 19°49'41" E | - | 62.26' |
| N 48°19'01" W | - | 39.34' |
| N 72°39'10" W | - | 101.61' |
| N 76°30'55" W | - | 133.68' |
| N 76°07'41" W | - | 158.70' |
| N 76°30'16" W | - | 121.84' |
| N 79°45'32" W | - | 139.94' |
| N 61°48'39" W | - | 98.52' |
| N 23°14'03" E | - | 57.57' |
| N 23°04'02" W | - | 91.20' |
| S 69°01'38" W | - | 90.99' |
| S 84°04'42" W | - | 66.41' |
| S 60°15'16" W | - | 111.68' |
| S 65°05'23" W | - | 120.74' |
| S 71°25'41" W | - | 167.76' |
| S 74°33'14" W | - | 142.78' |
| N 05°54'55" W | - | 83.15' |

TO THE POINT OF BEGINNING CONTAINING IN ALL 1,798.042 ACRES MORE OR LESS MINUS 136.13 ACRES DESIGNATED AS PARCELS B-5 AND C-10 AS REFLECTED ON EXHIBIT "B" - ADDITIONAL PROPERTIES EQUALS 1661.912 ACRES MORE OR LESS.

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EXHIBIT "B" ADDITIONAL PROPERTIES

PARCEL A-5

PAGE 1 OF 2

FROM THE INTERSECTION OF WESTCHESTER DRIVE, SCARBOROUGH DRIVE AND MACDUFF DRIVE, BLOCK SEVEN, DORCHESTER SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD APRIL 06, 1979, PLAT BOOK 8, PAGE 90, A BEARING OF S 10°34'25"W AND A DISTANCE OF 390.52' TO POINT OF BEGINNING: SAID POINT BEING ON THE SOUTHERN BOUNDARY OF DORCHESTER BLOCK SEVEN; THENCE, LEAVING SAID BOUNDARY A BEARING OF N 60°46'07"E AND A DISTANCE OF 837.61' TO A CORNER ON THE WESTERN BOUNDARY OF WINDSOR BLUFF BLOCK SIX; THENCE, ALONG SAID BOUNDARY A BEARING OF S 55°48'00"E AND A DISTANCE OF 199.24' TO A CORNER; THENCE, A BEARING OF N 34°12'00"E AND A DISTANCE OF 330.00' TO A CORNER; THENCE, A BEARING OF N 06°18'00"W AND A DISTANCE OF 315.00' TO A CORNER; THENCE, A BEARING OF N 22°12'00"E AND A DISTANCE OF 640.00' TO A CORNER; THENCE, A BEARING OF S 89°18'00"E AND A DISTANCE OF 770.00' TO A CORNER; THENCE, LEAVING SAID BOUNDARY A BEARING OF S 00°42'00"W AND A DISTANCE OF 75.86' TO A POINT ON THE CENTER OF DADDY'S CREEK; THENCE, ALONG THE CENTER LINE OF SAID CREEK THE FOLLOWING 27 COURSES AND DISTANCES:

| | | |
|--------------|---|---------|
| S 89°44'43"W | - | 364.64' |
| N 85°40'45"W | - | 225.64' |
| S 64°58'59"W | - | 82.76' |
| S 19°10'44"W | - | 121.76' |
| S 23°00'38"W | - | 440.01' |
| S 07°55'03"E | - | 152.45' |
| S 01°58'30"E | - | 174.10' |
| S 17°50'06"W | - | 120.81' |
| S 32°25'16"W | - | 130.33' |
| S 05°14'10"W | - | 80.06' |
| S 21°56'55"E | - | 99.47' |
| S 11°44'33"E | - | 181.80' |
| S 06°37'57"E | - | 216.45' |
| S 00°54'34"E | - | 315.04' |
| S 05°48'24"E | - | 296.52' |
| S 14°40'14"E | - | 919.99' |
| S 02°07'58"E | - | 725.50' |
| S 07°38'25"W | - | 413.67' |
| S 07°19'35"E | - | 211.73' |
| S 24°10'11"W | - | 224.70' |
| S 46°39'37"W | - | 488.11' |
| S 84°28'21"W | - | 155.72' |
| N 68°50'19"W | - | 166.21' |
| S 90°00'00"W | - | 390.00' |
| S 74°53'56"W | - | 326.27' |
| S 58°37'37"W | - | 144.06' |
| S 37°47'19"W | - | 174.62' |
| S 24°44'58"W | - | 177.29' |

TO A POINT; THENCE, LEAVING SAID CREEK A BEARING OF S 84°39'49"W AND A DISTANCE OF 436.84' TO A CORNER; THENCE, A BEARING OF S 29°12'52"W AND A DISTANCE OF 544.65' TO A CORNER; THENCE, A BEARING OF S 82°45'52"W AND A DISTANCE OF 238.85' TO A CORNER; THENCE, A BEARING OF N 28°16'51 AND A DISTANCE OF 495.61' TO A CORNER; THENCE, A BEARING OF S 84°39'49"W AND A DISTANCE OF 527.18' TO THE P.C. OF A CURVE

EXHIBIT "B" ADDITIONAL PROPERTIES

PARCEL A-5
PAGE 2 OF 2

ON THE EASTERN R.O.W. OF CHESTNUT HILL ROAD; THENCE, ALONG SAID R.O.W. AND CURVE A CENTRAL ANGLE OF $09^{\circ}35'23''$, A RADIUS OF 240.91', A TANGENT OF 20.21' AND A LENGTH OF 40.32' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF $N 21^{\circ}41'27''E$ AND A DISTANCE OF 1219.26' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF $71^{\circ}36'13''$, A RADIUS OF 492.41', A TANGENT OF 355.16' AND A LENGTH OF 615.37' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF $09^{\circ}20'20''$, A RADIUS OF 618.82', A TANGENT OF 50.54' AND A LENGTH OF 100.86' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF $N 59^{\circ}15'06''W$ AND A DISTANCE OF 162.24' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF $12^{\circ}54'46''$, A RADIUS OF 1792.34', A TANGENT OF 202.83' AND A LENGTH OF 403.94' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF $N 72^{\circ}09'51''W$ AND A DISTANCE OF 295.42' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF $08^{\circ}24'01''$, A RADIUS OF 2698.37', A TANGENT OF 198.16' AND A LENGTH OF 395.62' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF $N 61^{\circ}39'40''W$ AND A DISTANCE OF 83.10' TO A CORNER; THENCE, LEAVING SAID R.O.W. A BEARING OF $N 25^{\circ}50'00''E$ AND A DISTANCE OF 800.78' TO A CORNER; THENCE, A BEARING OF $N 57^{\circ}20'00''E$ AND A DISTANCE OF 1770.77' TO A CORNER ON THE SOUTHERN BOUNDARY OF DORCHESTER BLOCK SEVEN; THENCE, ALONG SAID BOUNDARY A BEARING OF $S 49^{\circ}30'35''E$ AND A DISTANCE OF 344.43' TO A CORNER; THENCE, A BEARING OF $N 70^{\circ}31'07''E$ AND A DISTANCE OF 543.19' TO A CORNER; THENCE, A BEARING OF $S 09^{\circ}13'53''E$ AND A DISTANCE OF 295.00' TO A CORNER; THENCE, A BEARING OF $S 72^{\circ}13'53''E$ AND A DISTANCE OF 210.00' TO A CORNER; THENCE, A BEARING OF $N 71^{\circ}36'07''E$ AND A DISTANCE OF 200.00' TO A CORNER; THENCE, A BEARING OF $N 12^{\circ}21'07''E$ AND A DISTANCE OF 170.00' TO A CORNER; THENCE, A BEARING OF $N 13^{\circ}53'53''W$ AND A DISTANCE OF 410.00' TO THE POINT OF BEGINNING CONTAINING IN ALL 303.098 ACRES MORE OR LESS.

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BOOK 1006 PAGE 2061

EXHIBIT "B" ADDITIONAL PROPERTIES

PARCEL A-28
PAGE 1 OF 1

FROM THE INTERSECTION OF LEEDS TERRACE AND BELLINGWOOD COURT, BLOCK TWO, LAKE POMEROY SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD MARCH 10, 1972, PLAT BOOK 5, PAGE 4, A BEARING OF N 40°22'30" W AND A DISTANCE OF 465.16' TO THE POINT OF BEGINNING: SAID POINT BEING ON THE WESTERN BOUNDARY OF SAID SUBDIVISION; THENCE, ALONG SAID BOUNDARY A BEARING OF N 02°30'00" E AND A DISTANCE OF 371.29' TO A CORNER; THENCE, A BEARING OF N 87°00'00" W AND A DISTANCE OF 788.03' TO A CORNER; THENCE, A BEARING OF N 01°00'00" E AND A DISTANCE OF 46.79' TO A CORNER; THENCE, LEAVING SAID BOUNDARY A BEARING OF S 88°30'04"E AND A DISTANCE OF 6999.48' TO A CORNER; THENCE, A BEARING OF S 24°33'46" E AND A DISTANCE OF 525.23' TO A CORNER; THENCE, A BEARING OF S 41°36'32" W AND A DISTANCE OF 1740.73' TO A CORNER; THENCE, A BEARING OF N 52°00'00" W AND A DISTANCE OF 55.02' TO A CORNER ON THE NORTHEAST BOUNDARY OF LAKE POMEROY BLOCK THREE; THENCE, ALONG SAID BOUNDARY A BEARING OF S 76°00'00" W AND A DISTANCE OF 970.00' TO A CORNER; THENCE, A BEARING OF N 60°00'00" W AND A DISTANCE OF 835.00' TO A CORNER ON THE EASTERN BOUNDARY OF LAKE POMEROY BLOCK TWO; THENCE, ALONG SAID BOUNDARY THE FOLLOWING 8 COURSES AND DISTANCES:

| | | |
|---------------|---|----------|
| N 02°00'00" E | - | 428.77' |
| N 57°45'00" W | - | 1058.56' |
| S 52°00'00" W | - | 1287.00' |
| N 14°30'00" W | - | 112.04' |
| N 12°00'00" E | - | 579.51' |
| N 63°00'00" W | - | 415.00' |
| N 86°45'00" W | - | 380.00' |
| N 79°00'00" W | - | 1050.00' |

TO THE POINT OF BEGINNING CONTAINING IN ALL 168.576 ACRES MORE OR LESS.

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BOOK 1006 PAGE 2062

EXHIBIT "B" ADDITIONAL PROPERTIES

PARCEL B-1
PAGE 1 OF 1

BEGINNING FROM THE REAR COMMON LOT LINE OF LOTS 1 AND 2 OF BLOCK ONE, NORTH HAMPTON SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD ON JANUARY 25, 1984, PLAT BOOK 8, PAGE 270; THENCE, A BEARING OF N 51°04'21" E AND A DISTANCE OF 100.27' TO A CORNER; THENCE, A BEARING OF N 61°21'15" E AND A DISTANCE OF 258.66' TO A CORNER; THENCE, A BEARING OF N 36°38'17" E AND A DISTANCE OF 260.00' TO A CORNER; THENCE, A BEARING OF N 56°01'07" E AND A DISTANCE OF 405.01' TO A CORNER; THENCE, A BEARING OF S 26°26'38" W AND A DISTANCE OF 794.82' TO A CORNER; THENCE, A BEARING OF S 03°04'26" E AND A DISTANCE OF 144.61' TO A CORNER; THENCE, A BEARING OF S 13°27'20" E AND A DISTANCE OF 626.24' TO A CORNER; THENCE, A BEARING OF S 11°51'15" E AND A DISTANCE OF 122.93' TO A CORNER; THENCE, A BEARING OF S 32°09'49" E AND A DISTANCE OF 230.10' TO A CORNER; THENCE, A BEARING OF S 19°09'53" E AND A DISTANCE OF 249.34' TO A CORNER; THENCE, A BEARING OF S 12°57'31" E AND A DISTANCE OF 120.23' TO A CORNER; THENCE, A BEARING OF S 14°57'35" E AND A DISTANCE OF 507.03' TO A CORNER; THENCE, A BEARING OF S 75°02'25" W AND A DISTANCE OF 350.00' TO A CORNER; THENCE, A BEARING OF N 14°57'35" W AND A DISTANCE OF 513.14' TO A CORNER; THENCE, A BEARING OF N 12°57'31" W AND A DISTANCE OF 107.37' TO A CORNER; THENCE, A BEARING OF N 19°09'53" W AND A DISTANCE OF 190.50' TO A CORNER; THENCE, A BEARING OF N 19°17'11" W AND A DISTANCE OF 685.56' TO A CORNER; THENCE, A BEARING OF N 15°40'20" W AND A DISTANCE OF 214.20' TO A CORNER; THENCE, A BEARING OF N 14°24'24" W AND A DISTANCE OF 119.44' TO A CORNER; THENCE, A BEARING OF N 08°14'00" W AND A DISTANCE OF 73.94' TO A CORNER; THENCE, A BEARING OF N 03°04'26" W AND A DISTANCE OF 160.38' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 05°08'51", A RADIUS OF 820.97', A TANGENT OF 36.90' AND A LENGTH OF 73.76' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 09°30'00" W AND A DISTANCE OF 129.29' TO THE POINT OF BEGINNING CONTAINING IN ALL 20.43 ACRES MORE OR LESS.

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BOOK 1006 PAGE 2063

EXHIBIT "B" ADDITIONAL PROPERTIES

PARCEL B-2
PAGE 1 OF 1

BEGINNING FROM THE NORTHWESTERN MOST CORNER OF BLOCK 1, OTTER CREEK SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD ON JULY 22, 1997, PLAT BOOK 10, PAGE 181, A BEARING OF S 14°32'49" W AND A DISTANCE OF 220.01' TO A CORNER; THENCE, A BEARING OF S 13°53'46" E AND A DISTANCE OF 192.45 TO A CORNER; THENCE, A BEARING OF N 87°58'38" E AND A DISTANCE OF 130.00' TO A CORNER; THENCE, A BEARING OF S 82°35'06" E AND A DISTANCE OF 696.28' TO A CORNER; THENCE, A BEARING OF S 16°11'59" W AND A DISTANCE OF 538.77' TO A CORNER; THENCE, A BEARING OF S 89°49'03" W AND A DISTANCE OF 402.84' TO A CORNER; THENCE, A BEARING OF S 60°28'19" W AND A DISTANCE OF 130.36' TO A CORNER; THENCE, A BEARING OF S 16°47'36" W AND A DISTANCE OF 120.80' TO A CORNER; THENCE, A BEARING OF S 12°29'07" E AND A DISTANCE OF 100.90' TO A CORNER; THENCE, A BEARING OF S 49°20'06" E AND A DISTANCE OF 138.04' TO A CORNER; THENCE, A BEARING OF S 82°12'19" E AND A DISTANCE OF 304.27' TO A CORNER; THENCE, A BEARING S 77°39'54" E AND A DISTANCE OF 502.93' TO A CORNER; THENCE, A BEARING OF S 46°13'14" W AND A DISTANCE OF 87.59' TO A CORNER; THENCE, A BEARING OF S 02°47'26" E AND A DISTANCE OF 30.36' TO A CORNER; THENCE, A BEARING OF S 20°43'17" E AND A DISTANCE OF 37.35' TO A CORNER; THENCE, A BEARING OF S 45°16'39" W AND A DISTANCE OF 134.11' TO A CORNER; THENCE, A BEARING OF S 29°08'34" W AND A DISTANCE OF 78.47' TO A CORNER; THENCE, A BEARING OF S 81°00'40" W AND A DISTANCE OF 78.72' TO A CORNER; THENCE, A BEARING OF S 64°31'42" W AND A DISTANCE OF 66.75' TO A CORNER; THENCE, A BEARING OF S 75°12'49" W AND A DISTANCE OF 376.72' TO A CORNER; THENCE, A BEARING OF N 88°23'56" W AND A DISTANCE OF 77.67' TO A CORNER; THENCE,; A BEARING OF S 63°22'32" W AND A DISTANCE OF 155.27' TO A CORNER; THENCE, A BEARING OF S 37°42'09" W AND A DISTANCE OF 18.77' TO A CORNER; THENCE, A BEARING OF N 70°01'20" W AND A DISTANCE OF 83.31' TO A CORNER; THENCE, A BEARING OF S 83°36'36" W AND A DISTANCE OF 140.15' TO A CORNER; THENCE, A BEARING OF N 71°19'33" W AND A DISTANCE OF 40.57' TO A CORNER; THENCE, A BEARING OF S 87°08'26" W AND A DISTANCE OF 60.24' TO A CORNER; THENCE, A BEARING OF S 71°45'44" W AND A DISTANCE OF 79.87' TO A CORNER; THENCE, A BEARING OF S 57°06'51" W AND A DISTANCE OF 50.90' TO A CORNER; THENCE, A BEARING OF S 27°00'47" W AND A DISTANCE OF 102.25' TO A CORNER; THENCE, A BEARING OF S 46°30'05" W AND A DISTANCE OF 105.95' TO A CORNER; THENCE, A BEARING OF S 20°20'55" W AND A DISTANCE OF 86.32' TO A CORNER; THENCE, A BEARING OF S 88°37'20" W AND A DISTANCE OF 30.66' TO A CORNER; THENCE, A BEARING OF S 62°45'20" W AND A DISTANCE OF 74.97' TO A CORNER; THENCE, A BEARING OF S 44°30'05" W AND A DISTANCE OF 78.23' TO A CORNER; THENCE, A BEARING OF N66°20'02" W AND A DISTANCE OF 66.62' TO THE P.C. OF A CURVE ON THE NORTHERN R.O.W. OF LEYDEN DRIVE; THENCE, ALONG SAID CURVE AND R.O.W. A CENTRAL ANGLE OF 16°20'15, A RADIUS OF 373.32', A TANGENT OF 53.59' AND A LENGTH OF 106.45' TO THE P.T. OF SAID CURVE; THENCE, LEAVING SAID R.O.W. A BEARING OF N 83°23'32" W AND A DISTANCE OF 74.69' TO A CORNER; THENCE, A BEARING OF S 06°36'28" W AND A DISTANCE OF 59.08' TO A CORNER; THENCE, A BEARING OF N 86°15'34" W AND A DISTANCE OF 148.38' TO A CORNER; THENCE, A BEARING OF N 04°55'42" E AND A DISTANCE OF 2486.90' TO A CORNER; THENCE, A BEARING OF S 83°10'23" E AND A DISTANCE OF 828.14' TO THE POINT OF BEGINNING CONTAINING IN ALL 69.68 ACRES MORE OR LESS.

BOOK 1006 PAGE 2064

EXHIBIT "B" ADDITIONAL PROPERTIES

PARCEL B-3

PAGE 1 OF 1

FROM THE WESTERN MOST CORNER OF LOT 1, BLOCK 7, FOREST HILL SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD ON SEPTEMBER 27, 1990, PLAT BOOK 9, PAGE 293, A BEARING OF S 73°38'46" W AND A DISTANCE OF 1846.52' TO THE POINT OF BEGINNING; THENCE, A BEARING OF S 11°33'08" W AND A DISTANCE OF 124.31' TO A CORNER; THENCE, A BEARING OF N 74°38'58" E AND A DISTANCE OF 96.97' TO A CORNER; THENCE, A BEARING OF S 84°38'53" E AND A DISTANCE OF 115.65' TO A CORNER; THENCE, A BEARING OF S 66°53'40" E AND A DISTANCE OF 120.89' TO A CORNER; THENCE, A BEARING OF S 87°04'25" E AND A DISTANCE OF 169.17' TO A CORNER; THENCE, A BEARING OF S 86°49'24" E AND A DISTANCE OF 223.51' TO A CORNER; THENCE, A BEARING OF S 25°22'37" E AND A DISTANCE OF 46.91' TO A CORNER; THENCE, A BEARING S 37°51'03" W AND A DISTANCE OF 129.69' TO A CORNER; THENCE, A BEARING S 22°45'11" W AND A DISTANCE OF 140.98' TO A CORNER; THENCE, A BEARING OF S 19°56'30" W AND A DISTANCE OF 116.48' TO A CORNER; THENCE, A BEARING OF S 55°15'43" W AND A DISTANCE OF 75.27' TO A CORNER; THENCE, A BEARING OF N 80°52'27" W AND A DISTANCE OF 120.39' TO A CORNER; THENCE, A BEARING OF S 84°03'58" W AND A DISTANCE OF 128.46' TO A CORNER; THENCE, A BEARING OF S 69°06'17" W AND A DISTANCE OF 91.13' TO A CORNER; THENCE, A BEARING OF S 44°46'30" W AND A DISTANCE OF 91.94' TO A CORNER; THENCE, A BEARING OF S 77°36'38" W AND A DISTANCE OF 170.20' TO A CORNER; THENCE, A BEARING OF N 15°05'48" W AND A DISTANCE OF 206.23' TO A CORNER; THENCE, A BEARING OF N 24°44'21" W AND A DISTANCE OF 200.75' TO A CORNER; THENCE, A BEARING OF N 62°05'22" W AND A DISTANCE OF 319.23' TO A CORNER; THENCE, A BEARING OF N 57°05'58" W AND A DISTANCE OF 28.62' TO A CORNER; THENCE, A BEARING OF N 60°16'58" E AND A DISTANCE OF 119.50' TO A CORNER; THENCE, A BEARING OF N 18°23'03" E AND A DISTANCE OF 168.25' TO A CORNER; THENCE, A BEARING OF S 71°36'57" E AND A DISTANCE OF 96.98' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 33°08'16", A RADIUS OF 168.77', A TANGENT OF 50.21' AND A LENGTH OF 99.61' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 75°14'48" E AND A DISTANCE OF 123.52' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 01°50'49", A RADIUS OF 1814.51', A TANGENT OF 29.25' AND A LENGTH OF 58.49 TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 16°36'01" E AND A DISTANCE OF 50.00' TO THE POINT OF BEGINNING CONTAINING IN ALL 11.38 ACRES MORE OR LESS.

EXHIBIT "B" ADDITIONAL PROPERTIES

PARCEL B-4

PAGE 1 OF 1

FROM THE NORTHERNMOST CORNER OF LOT 26, BLOCK ONE, LANCASTER SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD APRIL 28, 1988, A BEARING OF N 19° 57' 11" W AND A DISTANCE OF 249.62' TO THE POINT OF BEGINNING; SAID POINT BEING ON THE NORTHERN R.O.W. OF FOREST HILLS DRIVE; THENCE, ALONG SAID R.O.W. A BEARING OF N 73° 35' 00" W AND A DISTANCE OF 59.53' TO THE P.C. OF A CURVE ; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 62° 54' 39", A RADIUS OF 400.98', A TANGENT OF 245.29' AND A LENGTH OF 440.28' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 43° 30' 20" W AND A DISTANCE OF 211.21' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE AND R.O.W. A CENTRAL ANGLE OF 45° 26' 04", A RADIUS OF 200.06', A TANGENT OF 83.76' AND A LENGTH OF 158.64' TO A POINT; THENCE, LEAVING SAID R.O.W. THE FOLLOWING 12 COURSES AND DISTANCES:

| | |
|-------------------|-----------|
| N 19° 29' 35" E - | 183.62' |
| N 26° 14' 02" W | - 284.18' |
| N 46° 31' 40" E - | 101.34' |
| N 59° 02' 00" E - | 98.21' |
| N 70° 38' 35" E - | 129.36' |
| N 47° 32' 05" E - | 108.84' |
| N 02° 24' 39" W | - 103.96' |
| N 42° 32' 46" E - | 109.55' |
| S 48° 56' 59" E - | 250.00' |
| S 32° 00' 59" E - | 215.26' |
| S 25° 29' 51" E - | 137.06' |
| S 16° 19' 11" E | - 74.54' |

TO THE POINT OF BEGINNING CONTAINING IN ALL 6.91 ACRES MORE OR LESS.

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BOOK 1006 PAGE 2066

EXHIBIT "B" ADDITIONAL PROPERTIES

PARCEL B-5
PAGE 1 OF 1

FROM THE REAR COMMON LOT LINE OF LOTS 33 AND 34, BLOCK 2, NORTH HAMPTON SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD ON JUNE 13, 1984, PLAT BOOK 8, PAGE 280, A BEARING OF S 68°43'00" E AND A DISTANCE OF 1044.80' TO A POINT; THENCE, A BEARING OF N 49°19'30" E AND A DISTANCE OF 843.86' TO A POINT; THENCE, A BEARING OF N 07°10'50" W AND A DISTANCE OF 1280.04' TO THE POINT OF BEGINNING; THENCE, A BEARING OF N 48°18'07" W AND A DISTANCE OF 736.61' TO A POINT; THENCE, A BEARING OF N 16°23'22"E AND A DISTANCE OF 886.00' TO A POINT; THENCE, A BEARING OF S 79°20'39" E AND A DISTANCE OF 2920.36' TO A POINT; THENCE, A BEARING OF S 15°04'07" W AND A DISTANCE OF 1440.62' TO A POINT; THENCE, A BEARING OF N 74°55'53" W AND A DISTANCE OF 2273.65' TO THE POINT OF BEGINNING CONTAINING IN ALL 86.653 ACRES MORE OR LESS.

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BOOK 1006 PAGE 2067

EXHIBIT "B" ADDITIONAL PROPERTIES

PARCEL B-7

PAGE 1 OF 2

FROM THE INTERSECTION OF STONEHENGE DRIVE AND VALARIAN DRIVE, BLOCK ONE, LANCASTER SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD APRIL 28, 1988, NOTE BOOK 2, PAGE 63, PLAT BOOK 9, PAGE 197, A BEARING OF N 23°51'12" E AND A DISTANCE OF 628.36' TO THE POINT OF BEGINNING; SAID POINT BEING THE P.C. OF A CURVE ON THE NORTHEAST R.O.W. OF STONEHENGE DRIVE; THENCE, ALONG SAID R.O.W. AND CURVE A CENTRAL ANGLE OF 19°44'26", A RADIUS OF 404.05', A TANGENT OF 70.30' AND A LENGTH OF 139.21' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 44°23'17", A RADIUS OF 556.48', A TANGENT OF 227.03' AND A LENGTH OF 431.11' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 34°30'48", A RADIUS OF 456.62', A TANGENT OF 141.84' AND A LENGTH OF 275.06' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 07°09'13" E AND A DISTANCE OF 146.71' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 81°11'46", A RADIUS OF 203.36', A TANGENT OF 174.29' AND A LENGTH OF 288.19' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 88°21'00" E AND A DISTANCE OF 86.20' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 46°04'35", A RADIUS OF 500.30', A TANGENT OF 212.76' AND A LENGTH OF 402.33' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 42°16'25" E AND A DISTANCE OF 217.89' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 13¼°42'38", A RADIUS OF 1563.91', A TANGENT OF 188.01' AND A LENGTH OF 374.23' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 10°02'10", A RADIUS OF 619.32', A TANGENT OF 54.38' AND A LENGTH OF 108.48' TO THE P.T. OF SAID CURVE; THENCE, LEAVING SAID R.O.W. AND ALONG THE BOUNDARY OF #12 FAIRWAY HEATHERHURST GOLF COURSE THE FOLLOWING 5 COURSES AND DISTANCES:

| | | |
|---------------|---|---------|
| S 21°16'43" E | - | 18.05' |
| S 34°01'56" E | - | 176.59' |
| S 52°01'11" E | - | 191.40' |
| S 36°32'01" E | - | 190.65' |
| S 73°18'15" E | - | 70.83' |

TO A CORNER; THENCE, LEAVING SAID BOUNDARY AND ALONG THE BOUNDARY OF FOREST HILL BLOCK 11 THE FOLLOWING 19 COURSES AND DISTANCES:

| | |
|-----------------|-----------|
| S 02°45'03" W © | 159.41' |
| S 35°50'04" W | - 37.47' |
| S 31°21'36" E | - 16.71' |
| S 05°18'51" W | - 21.52' |
| S 20°44'25" E | - 48.91' |
| S 00°24'20" W | - 95.63' |
| S 10°11'54" W | - 37.63' |
| S 39°11'50" W | - 39.02' |
| S 78°39'13" W | - 61.95' |
| N 77°19'49" W | - 47.86' |
| S 77°47'27" W | - 44.01' |
| S 47°33'23" W | - 79.77' |
| S 75°02'34" W | - 165.27' |
| S 45°45'38" W | - 171.09' |
| N 54°11'21" W | - 73.21' |

BOOK 1006 PAGE 206B

EXHIBIT "B" ADDITIONAL PROPERTIES

PARCEL B-7

PAGE 2 OF 2

| | | |
|---------------|---|---------|
| S 15°08'01" W | - | 169.32' |
| S 12°57'00" W | - | 50.00' |
| S 07°21'41" W | - | 154.03' |
| S 12°20'46" E | - | 230.77' |

TO A CORNER ON THE ON THE BOUNDARY OF LANCASTER BLOCK TWO; THENCE, ALONG SAID BOUNDARY THE FOLLOWING 4 COURSES AND DISTANCE:

| | | |
|---------------|---|---------|
| S 73°14'35" W | - | 255.18' |
| S 67°43'17" W | - | 245.31' |
| N 86°55'21" W | - | 186.27' |
| N 68°05'01" W | - | 375.87' |

TO THE POINT OF BEGINNING CONTAINING IN ALL 41.65 ACRES MORE OR LESS.

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BOOK 1006 PAGE 2069

EXHIBIT "B" ADDITIONAL PROPERTIES

PARCEL C-1
PAGE 1 OF 1

FROM THE SOUTHEASTERN MOST CORNER OF OAK KNOLL PHASE I TRACT, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD OCTOBER 19, 1983, NOTE BOOK V, PAGE 141, PLAT BOOK 8, PAGE 252, A BEARING OF S 86°38'25" W AND A DISTANCE OF 336.59' TO THE POINT OF BEGINNING; SAID POINT BEING ON THE SOUTHERN R.O.W. OF VILLAGE DRIVE; THENCE, LEAVING SAID R.O.W. A BEARING OF S 27°02'14" E AND A DISTANCE OF 330.94' TO A CORNER; THENCE, A BEARING OF S 12°40'51" E AND A DISTANCE OF 1031.39' TO A CORNER; THENCE, A BEARING OF S 67°33'25" W AND A DISTANCE OF 97.18' TO A CORNER; THENCE, A BEARING OF S 04°03'28" W AND A DISTANCE OF 91.29' TO A CORNER; SAID CORNER BEING THE NORTHEASTERN MOST CORNER OF THE VILLAGE GREEN MALL TRACT; THENCE, ALONG SAID TRACT A BEARING OF N 79°28'47" W AND A DISTANCE OF 639.15' TO A CORNER ON THE EASTERN R.O.W. OF STONEHENGE DRIVE; THENCE LEAVING SAID VILLAGE GREEN MALL TRACT AND ALONG SAID R.O.W. A BEARING OF N 19°37'22" W AND A DISTANCE OF 99.47' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 11°56'40", A RADIUS OF 905.90', A TANGENT OF 94.77' AND A LENGTH OF 188.85' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 07°40'42" W AND A DISTANCE OF 215.83' TO THE P.C. OF A CURVE; THENCE ALONG SAID CURVE A CENTRAL ANGLE OF 27°18'00", A RADIUS OF 361.78', A TANGENT OF 87.86' AND A LENGTH OF 172.38' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 19°37'18" E AND A DISTANCE OF 457.80' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 18°38'46", A RADIUS OF 577.27', A TANGENT OF 94.77' AND A LENGTH OF 187.86' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE ALONG SAID CURVE A CENTRAL ANGLE OF 87°10'04", A RADIUS OF 30.00', A TANGENT OF 28.55' AND A LENGTH OF 45.64' TO THE P.T. OF SAID CURVE ON THE SOUTHERN R.O.W. OF VILLAGE DRIVE; THENCE, ALONG SAID R.O.W. A BEARING OF N 88°08'37" E AND A DISTANCE OF 220.73' TO THE POINT OF BEGINNING CONTAINING IN ALL 18.835 ACRES MORE OR LESS.

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BOOK 1006 PAGE 2070

EXHIBIT "B" ADDITIONAL PROPERTIES

PARCEL C-2

PAGE 1 OF 1

FROM THE SOUTHEASTERN MOST CORNER OF OAK KNOLL PHASE I TIMESHARE TRACT, FAIRFIELD GLADE, TN AS FILED OF RECORD OCTOBER 19, 1983, NOTE BOOK V, PAGE 141, PLAT BOOK 8, PAGE 252, A BEARING OF S 86°38'25" W AND A DISTANCE OF 336.59' TO THE POINT OF BEGINNING: SAID POINT BEING ON THE SOUTHERN R.O.W. OF VILLAGE DRIVE; THENCE, ALONG SAID R.O.W. A BEARING OF N 88°08'37" E AND A DISTANCE OF 32.02' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 50°00'00", A RADIUS OF 453.96', A TANGENT OF 211.68' AND A LENGTH OF 396.15' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 09°00'00", A RADIUS OF 1855.90', A TANGENT OF 146.06' AND A LENGTH OF 291.53' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 32°51'23" E AND A DISTANCE OF 93.59' TO A CORNER; THENCE, LEAVING SAID R.O.W. A BEARING OF S 57°08'37" W AND A DISTANCE OF 237.71' TO A CORNER; THENCE, A BEARING OF S 02°59'45" W AND A DISTANCE OF 227.46' TO A CORNER; THENCE, A BEARING OF S 32°54'37" E AND A DISTANCE OF 416.07' TO A CORNER; THENCE, A BEARING OF S 22°26'35" E AND A DISTANCE OF 30.00' TO A CORNER; THENCE, A BEARING OF S 67°33'25" W AND A DISTANCE OF 282.82' TO A CORNER; THENCE, LEAVING SAID BOUNDARY A BEARING OF N 12°40'51" W AND A DISTANCE OF 1031.39' TO A CORNER; THENCE, A BEARING OF N 27°02'14" W AND A DISTANCE OF 330.94' TO THE POINT OF BEGINNING CONTAINING IN ALL 6.355 ACRES MORE OR LESS.

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BOOK 1006 PAGE 2071

EXHIBIT "B" ADDITIONAL PROPERTIES

PARCEL C-3
PAGE 1 OF 1

BEGINNING FROM THE SOUTHEAST CORNER OF OAK KNOLL PHASE III, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD JUNE 21, 1984, NOTE BOOK W, PAGE 124, PLAT BOOK 8, PAGE 283, THENCE, ALONG BOUNDARY OF OAK KNOLL THE FOLLOWING 8 COURSES AND DISTANCES:

| | | |
|---------------|---|---------|
| N 63°00'00" E | - | 109.82' |
| N 37°29'57" E | - | 82.34' |
| N 49°31'44" E | - | 30.01' |
| S 51°17'29" E | - | 162.80' |
| N 78°15'00" E | - | 280.42' |
| N 10°00'00" W | - | 198.92' |
| N 41°07'37" W | - | 143.49' |
| N 25°37'09" E | - | 139.64' |

TO A CORNER ON THE BOUNDARY OF FAIRWAY #10 STONEHENGE GOLF COURSE; THENCE, ALONG SAID BOUNDARY THE FOLLOWING 12 COURSES AND DISTANCES:

| | | |
|---------------|---|---------|
| S 31°07'34" E | - | 603.43' |
| S 00°53'19" W | - | 253.21' |
| S 70°43'13" E | - | 65.16' |
| N 66°58'52" E | - | 207.97' |
| S 74°24'42" E | - | 131.90' |
| S 25°06'46" E | - | 89.93' |
| S 11°50'07" W | - | 83.68' |
| S 34°37'58" W | - | 85.74' |
| S 52°52'25" W | - | 74.52' |
| S 05°21'48" W | - | 260.31' |
| S 52°42'27" E | - | 90.69' |
| S 47°55'01" W | - | 224.85' |

TO THE P.C. OF A CURVE ON THE NORTHWEST R.O.W. OF THE ENTRANCE TO STONEHENGE GOLF COURSE; THENCE, ALONG SAID R.O.W. AND CURVE A CENTRAL ANGLE OF 03°38'55", A RADIUS OF 843.12', A TANGENT OF 26.89' AND A LENGTH OF 53.69' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 52°14'47" W AND A DISTANCE OF 301.49' TO A CORNER; THENCE, A BEARING OF N 54°05'00" W AND A DISTANCE OF 315.43' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 21°13'38", A RADIUS OF 1017.29', A TANGENT OF 190.63' AND A LENGTH OF 376.89' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 32°51'23" W AND A DISTANCE OF 250.00' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 02°57'30", A RADIUS OF 1955.90', A TANGENT OF 50.51' AND A LENGTH OF 100.99' TO THE POINT OF BEGINNING CONTAINING IN ALL 16.64 ACRES MORE OR LESS.

EXHIBIT "B" ADDITIONAL PROPERTIES

PARCEL C-4
PAGE 1 OF 1

FROM THE INTERSECTION OF CATOOSA BLVD., KINGSBORO DRIVE AND WALDEN RIDGE DRIVE, BLOCK EIGHT, TRENT SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD FEBRUARY 20, 1987, NOTE BOOK 2, PAGE 122, PLAT BOOK 9, PAGE 164, A BEARING OF S 28°18'52" W AND A DISTANCE OF 908.93' TO THE POINT OF BEGINNING: SAID POINT BEING ON THE WESTERN R.O.W. OF CATOOSA BLVD.; THENCE, ALONG SAID R.O.W. A BEARING OF S 28°18'52" W AND A DISTANCE OF 1.16' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 19°32'39", A RADIUS OF 434.51', A TANGENT OF 74.84' AND A LENGTH OF 148.22' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 47°51'31" W AND A DISTANCE OF 149.30' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 45°18'06", A RADIUS OF 341.53', A TANGENT OF 142.52' AND A LENGTH OF 270.04' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 11°14'03" W AND A DISTANCE OF 132.57' TO A CORNER; THENCE, A BEARING OF S 02°33'25" W AND A DISTANCE OF 25.00' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 25.00', A TANGENT OF 25.00' AND A LENGTH OF 39.27' TO THE P.T. OF SAID CURVE ON THE NORTHERN R.O.W. OF VILLAGE DRIVE; THENCE, ALONG SAID R.O.W. A BEARING OF N 87°26'35" W AND A DISTANCE OF 451.41' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 27°30'00", A RADIUS OF 391.81', A TANGENT OF 95.88' AND A LENGTH OF 188.05' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 27°30'00", A RADIUS OF 391.81', A TANGENT OF 95.88' AND A LENGTH OF 188.05' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 11°15'16", A RADIUS OF 843.12', A TANGENT OF 83.07' AND A LENGTH OF 151.72' TO THE P.T. OF SAID CURVE; THENCE, LEAVING SAID R.O.W. A BEARING OF N 47°14'49" E AND A DISTANCE OF 161.04' TO A CORNER; THENCE, A BEARING OF N 77°33'52" E AND A DISTANCE OF 107.45' TO A CORNER; THENCE, A BEARING OF N 61°24'44" E AND A DISTANCE OF 80.95' TO A CORNER; THENCE, A BEARING OF N 08°48'36" E AND A DISTANCE OF 245.54' TO A CORNER; THENCE, A BEARING OF N 77°03'06" E AND A DISTANCE OF 196.54' TO A CORNER ON THE BOUNDARY OF #9 FAIRWAY STONEHENGE GOLF COURSE; THENCE, ALONG SAID BOUNDARY THE FOLLOWING 8 COURSES AND DISTANCES:

| | | |
|---------------|---|---------|
| S 06°42'20" E | - | 100.96' |
| S 57°19'23" E | - | 116.24' |
| S 87°51'17" E | - | 108.97' |
| N 63°24'14" E | - | 62.39' |
| N 83°53'27" E | - | 134.83' |
| N 89°33'28" E | - | 132.28' |
| N 78°07'34" E | - | 108.54' |
| S 50°51'23" E | - | 69.14' |

TO THE POINT OF BEGINNING CONTAINING IN ALL 12.58 ACRES MORE OR LESS.

EXHIBIT "B" ADDITIONAL PROPERTIES

PARCEL C-5
PAGE 1 OF 1

FROM THE INTERSECTION OF CATOOSA BLVD., KINGSBORO DRIVE AND WALDEN RIDGE DRIVE, BLOCK EIGHT, TRENT SUBDIVISION, FAIRFIELD GLADE, TN, AS FILED OF RECORD FEBRUARY 20, 1987, NOTE BOOK 2, PAGE 122, PLAT BOOK 9, PAGE 164, A BEARING OF S 27°32'29" W AND A DISTANCE OF 1798.31' TO THE POINT OF BEGINNING: SAID POINT BEING ON THE WESTERN R.O.W. OF CATOOSA BLVD.; THENCE, ALONG SAID R.O.W. A BEARING OF S 02°33'25" W AND A DISTANCE OF 201.78' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 32°23'06", A RADIUS OF 442.26', A TANGENT OF 128.53' AND A LENGTH OF 250.18' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 45°04'41", A RADIUS OF 224.72', A TANGENT OF 93.26' AND A LENGTH OF 176.80' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 15°15'00" W AND A DISTANCE OF 395.17' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 89°53'14", A RADIUS OF 30.00', A TANGENT OF 29.94', AND A LENGTH OF 47.06' TO THE P.T. OF SAID CURVE AND THE P.C. OF ANOTHER CURVE SAID POINT BEING ON THE NORTHERN R.O.W. OF PEAVINE ROAD; THENCE, ALONG SAID R.O.W. AND CURVE A CENTRAL ANGLE OF 04°34'49", A RADIUS OF 2505.36', A TANGENT OF 100.19' AND A LENGTH OF 200.28' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 79°26'35" W AND A DISTANCE OF 115.95' TO A CORNER; SAID CORNER BEING THE SOUTHEAST CORNER OF G.T.E. PROPERTY; THENCE, LEAVING SAID R.O.W. AND WITH SAID G.T.E. PROPERTY A BEARING OF N 11°32'48"E AND A DISTANCE OF 200.03' TO A CORNER; THENCE, A BEARING OF N 79°26'35" W AND A DISTANCE OF 200.03' TO A CORNER; THENCE, LEAVING SAID G.T.E. PROPERTY A BEARING OF N 11°32'48" E AND A DISTANCE OF 120.02' TO A CORNER; THENCE, A BEARING OF N 79°26'35" W AND A DISTANCE OF 20.89' TO A CORNER; THENCE, A BEARING OF N 11°32'49" E AND A DISTANCE OF 138.77' TO A CORNER; THENCE, A BEARING OF N 22°46'52" W AND A DISTANCE OF 360.00' TO A CORNER; THENCE, A BEARING OF N 07°03'31" E AND A DISTANCE OF 203.06' TO A CORNER; SAID CORNER BEING THE P.C. OF A CURVE ON THE SOUTHERN R.O.W. OF VILLAGE DRIVE; THENCE, ALONG SAID R.O.W. AND CURVE A CENTRAL ANGLE OF 17°08'26", A RADIUS OF 491.81', A TANGENT OF 74.12' AND A LENGTH OF 147.13' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 87°26'35" E AND A DISTANCE OF 451.41' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 25.00', A TANGENT OF 25.00' AND A LENGTH OF 39.27' TO THE POINT OF BEGINNING CONTAINING IN ALL 12.640 ACRES MORE OR LESS.

EXHIBIT "B" ADDITIONAL PROPERTIES

PARCEL C-6
PAGE 1 OF 1

FROM THE INTERSECTION OF PEAVINE ROAD AND CROMWELL LANE IN BLOCK 7, DRUID HILLS SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD ON JANUARY 25, 1972, PLAT BOOK 4, PAGE 50; THENCE, A BEARING OF N85°18'14" E AND A DISTANCE OF 190.05' TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTHERN R.O.W. OF PEAVINE ROAD; THENCE, A BEARING OF N 79°26'35" W AND A DISTANCE OF 1022.05' TO THE P.C. OF A CURVE; THENCE, LEAVING SAID R.O.W. AND ALONG SAID CURVE A CENTRAL ANGLE OF 89°57'48", A RADIUS OF 30.00', A TANGENT OF 29.98' AND A LENGTH OF 47.10' TO THE P.T. OF SAID CURVE ON THE EASTERN R.O.W. OF STONEHENGE DRIVE; THENCE, ALONG SAID R.O.W. A BEARING OF N 10°31'13" E AND A DISTANCE OF 205.05' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 27°00'34", A RADIUS OF 421.35', A TANGENT OF 101.19' AND A LENGTH OF 198.63' TO THE P.T. OF SAID CURVE; THENCE, LEAVING SAID R.O.W. A BEARING OF S 79°28'47" E AND A DISTANCE OF 278.71' TO A CORNER; THENCE, A BEARING OF N 12°06'14" E AND A DISTANCE OF 125.05' TO A POINT; THENCE, A BEARING OF S 79°28'47" E AND A DISTANCE OF 94.61' TO A CORNER; THENCE, A BEARING OF N 10°31'13" E AND A DISTANCE OF 328.07' TO A CORNER; THENCE, A BEARING OF N 04°03'36" E AND A DISTANCE OF 91.31' TO A CORNER; THENCE, A BEARING OF N 67°33'25" E AND A DISTANCE OF 380.00' TO A CORNER; THENCE, A BEARING OF S 22°26'35" E AND A DISTANCE OF 440.00' TO A CORNER; THENCE, A BEARING OF S 54°26'36" E AND A DISTANCE OF 280.00' TO A CORNER; THENCE, A BEARING OF S 10°33'25" W AND A DISTANCE OF 227.12' TO THE P.C. OF A CURVE ON THE WESTERN R.O.W. OF FAIRFIELD BOULEVARD; THENCE, ALONG SAID CURVE AND R.O.W. A CENTRAL ANGLE OF 31°56'11", A RADIUS OF 330.33', A TANGENT OF 94.52' AND A LENGTH OF 184.12' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 10°33'25" W AND A DISTANCE OF 258.14' TO THE P.C. OF A CURVE; THENCE, LEAVING SAID R.O.W. AND ALONG SAID CURVE A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 30.00', A TANGENT OF 30.00' AND A LENGTH OF 47.12' TO THE POINT OF BEGINNING CONTAINING IN ALL 20.56 ACRES MORE OR LESS.

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BOOK 1006 PAGE 2075

EXHIBIT "B" ADDITIONAL PROPERTIES

PARCEL C-7

PAGE 1 OF 1

FROM THE INTERSECTION OF CATOOSA BLVD., KINGSBORO DRIVE AND WALDEN RIDGE DRIVE, BLOCK EIGHT, TRENT SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD FEBRUARY 20, 1987, NOTE BOOK 2, PAGE 122, PLAT BOOK 9, PAGE 164, A BEARING OF S 26°32'02" W AND A DISTANCE OF 965.56' TO THE POINT OF BEGINNING; SAID POINT BEING ON THE EASTERN R.O.W. OF CATOOSA BLVD.; THENCE, LEAVING SAID R.O.W. A BEARING OF S 83°37'04" E AND A DISTANCE OF 710.91' TO A CORNER; THENCE, A BEARING OF S 14°45'47" E AND A DISTANCE OF 954.10' TO A CORNER; THENCE, A BEARING OF N 88°54'52" W AND A DISTANCE OF 1,258.50' TO THE P.C. OF A CURVE ON THE EASTERN R.O.W. OF CATOOSA BLVD.; THENCE, ALONG SAID R.O.W. AND CURVE A CENTRAL ANGLE OF 06°52'26", A RADIUS OF 342.62', A TANGENT OF 20.58' AND A LENGTH OF 41.11' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 02°33'25" E AND A DISTANCE OF 376.78' TO A CORNER; THENCE, A BEARING OF N 06°07'13" W AND A DISTANCE OF 132.57' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 45°18'06", A RADIUS OF 281.53', A TANGENT OF 117.48' AND A LENGTH OF 222.60' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 47°51'31" E AND A DISTANCE OF 149.30' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 19°32'39", A RADIUS OF 494.51', A TANGENT OF 85.17' AND A LENGTH OF 168.68' TO THE POINT OF BEGINNING CONTAINING IN ALL 23.55 ACRES MORE OR LESS.

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BOOK 1006 PAGE 2076

EXHIBIT "B" ADDITIONAL PROPERTIES

PARCEL C-8
PAGE 1 OF 1

BEGINNING FROM THE REAR COMMON CORNER OF LOTS 11 AND 12, BLOCK FOUR, LAKE CANTERBURY SUBDIVISION, AS FILED OF RECORD AUGUST 27, 1970, PLAT BOOK 3, PAGE 49, THENCE, ALONG THE EASTERN BOUNDARY OF LAKE CANTERBURY BLOCK FIVE A BEARING OF N 15°40'00" W AND A DISTANCE OF 281.86' TO A CORNER; THENCE, A BEARING OF N 33°32'35" W AND A DISTANCE OF 287.98' TO A CORNER ON THE SOUTHERN R.O.W. OF PEAVINE ROAD; THENCE, ALONG SAID R.O.W. A BEARING OF N 56°21'55" E AND A DISTANCE OF 1171.25' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 11°56'13", A RADIUS OF 921.50', A TANGENT OF 96.34' AND A LENGTH OF 191.98' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF N 68°18'08" E AND A DISTANCE OF 5.57' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 28°14'43", A RADIUS OF 362.45', A TANGENT OF 91.19', AND A LENGTH OF 362.45' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 83°27'09" E AND A DISTANCE OF 632.80' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 07°15'39", A RADIUS OF 1147.06', A TANGENT OF 72.78', AND A LENGTH OF 145.36' TO THE P.T. OF SAID CURVE; THENCE, LEAVING SAID R.O.W. AND ALONG LAKE SHORE TERRACE CONDOS BOUNDARY A BEARING OF S 22°15'38" W AND A DISTANCE OF 208.54' TO A CORNER; THENCE, LEAVING SAID BOUNDARY A BEARING OF S 49°28'30" W AND A DISTANCE OF 81.57' TO A CORNER; THENCE, A BEARING OF S 51°56'43" W AND A DISTANCE OF 458.27' TO A CORNER; THENCE, A BEARING OF S 69°28'01" E AND A DISTANCE OF 131.58' TO A POINT ON THE SHORE LINE OF LAKE CATHERINE; THENCE, ALONG SAID SHORE LINE THE FOLLOWING 5 COURSES AND DISTANCES:

- S 37°33'00" E - 277.00'
- S 04°41'57" W - 258.52'
- S 22°17'00" W - 145.00'
- S 87°03'00" E - 110.00'
- S 55°45'07" E - 101.77'

TO A POINT ON THE BOUNDARY OF HICKORY COVE BLOCK ONE; THENCE, ALONG SAID BOUNDARY A BEARING OF S 31°02'59" E AND A DISTANCE OF 114.39' TO A CORNER; THENCE, A BEARING OF S 08°00'01" E AND A DISTANCE OF 97.59' TO THE P.C. OF A CURVE; THENCE, ALONG SAID CURVE A CENTRAL ANGLE OF 01°46'23", A RADIUS OF 636.23', A TANGENT OF 9.84' AND A LENGTH OF 19.69' TO THE P.T. OF SAID CURVE; THENCE, A BEARING OF S 07°45'00" W AND A DISTANCE OF 258.77' TO A CORNER; THENCE, A BEARING OF S 37°42'53" W AND A DISTANCE OF 95.08' TO A CORNER ON THE NORTHERN BOUNDARY OF LAKE CANTERBURY BLOCK FOUR; THENCE, ALONG SAID BOUNDARY A BEARING OF N 51°18'25" W AND A DISTANCE OF 222.91' TO A CORNER; THENCE, A BEARING OF N 73°33'20" W AND A DISTANCE OF 1622.00' TO THE POINT OF BEGINNING CONTAINING IN ALL 53.565 ACRES MORE OR LESS.

EXHIBIT "B" ADDITIONAL PROPERTIES

PARCEL C-10

PAGE 1 OF 1

FROM THE REAR COMMON LOT LINE OF LOTS 33 AND 34, BLOCK 2, NORTH HAMPTON SUBDIVISION, FAIRFIELD GLADE, TENNESSEE, AS FILED OF RECORD ON JUNE 13, 1984, PLAT BOOK 8, PAGE 280, A BEARING OF S 68°43'00" E AND A DISTANCE OF 1044.80' TO THE POINT OF BEGINNING; THENCE, A BEARING OF N 49°19'30" E AND A DISTANCE OF 843.86' TO A POINT; THENCE, A BEARING OF N 07°10'50" W AND A DISTANCE OF 1280.04' TO A POINT; THENCE, A BEARING OF S 74°55'53" E AND A DISTANCE OF 2273.65' TO A POINT; THENCE, A BEARING OF S 15°04'07" W AND A DISTANCE OF 174.93' TO A POINT; THENCE, A BEARING OF S 68°29'55" W AND A DISTANCE OF 1064.05' TO A POINT; THENCE, A BEARING OF S 57°47'40" W AND A DISTANCE OF 1820.03' TO A POINT; THENCE, A BEARING OF N 18°26'00" W AND A DISTANCE OF 316.23' TO THE POINT OF BEGINNING CONTAINING IN ALL 49.472 ACRES MORE OR LESS.

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BOOK 1006 PAGE 2078

EXHIBIT "C"

SEWER OBLIGATED EXHIBIT "A" PROPERTIES

As of the effective date of the 1997 Declaration, the Declarant and the Club, by and through its Board of Directors, have agreed that the Central Sewer System has been or will be extended to serve the following properties, as shown on the Plats identified below. All recording references are to the Register's Office of Cumberland County, Tennessee.

| <u>Subdivision And Block</u> | <u>Lot Number</u> | <u>Plat Book</u> | |
|----------------------------------|---|------------------|-------------|
| | | <u>No.</u> | <u>Page</u> |
| <u>North Hampton</u> | | | |
| Block 4 | 62, 63 & 64 | 8 | 274 |
| Block 5 | 1, 3, 5, 7, 9, 10, 11, 12, 28, 31, 43, 44, 80 | 8 | 275 |
| Block 5 Partial Replat | 96-107 | 10 | 195 |
| Block 6 | All | 8 | 276 |
| Block 7 | All | 8 | 277 |
| Block 8 | All | 8 | 278 |
| Block 9 | All | 8 | 279 |
| Block 10 | All | 10 | 180 |
| <u>Trent</u> | | | |
| Block 1 | 37, 40, 43, 51, 53, 54 | 8 | 165 |
| Block 2 | 82 | 9 | 147 |
| Block 5 | 21, 39, 41, 42, 43, 44, 45, 46, 47, 50, 61, 84 | 8 | 210 |
| Block 7 | All | 9 | 162 |
| Block 8 | All | 9 | 164 |
| Block 9 | All | 9 | 255 |
| Block 10 | All | 9 | 347 |
| Block 11 | All | 9 | 478 |
| Block 12 | All | 10 | 60 |
| <u>Lancaster</u> | | | |
| Block 1 | All | 9 | 197 |
| Block 2 | All | 9 | 198 |
| Block 3 | All | 9 | 199 |
| Block 4 | All | 9 | 200 |
| Block 5 | All | 9 | 201 |
| Block 6 | All | 9 | 202 |
| Block 7 | All | 9 | 261 |
| Block 8 | All | 9 | 280 |
| Block 9 | All | 9 | 344 |
| Block 10 | All | 9 | 441 |
| Block 11 | All | 10 | 54 |

EXHIBIT "C"

SEWER OBLIGATED EXHIBIT "A" PROPERTIES

Forrest Hill

| | | | |
|----------|-----|----|-----|
| Block 1 | All | 9 | 256 |
| Block 2 | All | 9 | 257 |
| Block 3 | All | 9 | 258 |
| Block 4 | All | 9 | 275 |
| Block 5 | All | 9 | 276 |
| Block 6 | All | 9 | 292 |
| Block 7 | All | 9 | 293 |
| Block 8 | All | 9 | 279 |
| Block 9 | All | 9 | 477 |
| Block 10 | All | 10 | 35 |
| Block 11 | All | 10 | 53 |
| Block 12 | All | 10 | 107 |

St. George

| | | | |
|----------------|---------------------|----|-----|
| Block 5 | 147, 148, 149 & 150 | 10 | 163 |
| Block 7 Replat | 9-17 | 10 | 183 |
| Block 11 | All | 9 | 412 |

Richmond Hills

| | | | |
|---------|-----|----|----|
| Block 1 | All | 10 | 17 |
| Block 2 | All | 10 | 18 |

Stonehenge

| | | | |
|--------------------|--------------|----|-----|
| Block 1 | All | 10 | 59 |
| Block 2 | | | |
| Partial Replat | 1-29 & 31-35 | 10 | 194 |
| Block 3 | All | 10 | 151 |
| Block 3 Replat | All | 10 | 182 |
| Block 3 2nd Replat | All | 10 | 192 |
| Block 4 | All | 10 | 77 |
| Block 5 | | | |
| Partial Replat | 1-18 & 20-31 | 10 | 193 |

Lake Catherine

| | | | |
|---------|----------------|----|-----|
| Block 1 | 273, 274 & 275 | 10 | 121 |
| Block 1 | 276, 277 & 278 | 10 | 162 |

Druid Hills

| | | | |
|---------|--------------------|----|-----|
| Block 1 | 287, 288, 289, 290 | 10 | 168 |
| Block 1 | 285 & 286 | 10 | 48 |
| Block 4 | 398 & 399 | 10 | 120 |
| Block 4 | 400 & 401 | 10 | 185 |

Catoosa

| | | | |
|---------|-----|----|-----|
| Block 1 | All | 10 | 127 |
| Block 2 | All | 10 | 128 |

EXHIBIT "C"

SEWER OBLIGATED EXHIBIT "A" PROPERTIES

| | | | |
|-----------------------|--------------|----|-----|
| <u>Catoosa cont.</u> | | | |
| Block 2 Replat | 1-11 & 13-23 | 10 | 150 |
| Block 3 | All | 10 | 129 |
| Block 4 | All | | |
| <u>Spring Lake</u> | | | |
| Block 1 | All | 10 | 142 |
| <u>Brompton Court</u> | | | |
| Phase 1 | | | |
| Townhomes | All | 10 | 109 |
| <u>Otter Creek</u> | | | |
| Block 1 | All | 10 | 181 |

State of Tennessee, County of CUMBERLAND
 Received for record the 05 day of
 NOVEMBER 1997 at 3:52 PM. (RECH 185383)
 Recorded in official records GENERAL IN
 Book 1006 Page 1986-2081
 Notebook 10 Page 361
 State Tax \$.00 Clerks Fee \$.00,
 Recording \$384.00, Total \$ 384.00,
 Register of Deeds JUDY GRAHAM SWALLOWS
 Deputy Register MARY LOU JACKSON

BOOK 1006 PAGE 2081

CONFORMED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS

WHEREAS, Fairfield Communities, Inc., a Delaware corporation, hereinafter called "DEVELOPER", executed on the 1st day of May, 1970, a Declaration of Covenants and Restrictions with Protective Covenants attached thereto, incorporated therein and forming a part of said Declaration; and

WHEREAS, said Declaration was filed of record at 10 o'clock a.m. on the 8th day of May, 1970, in the Office of the Register in and for Cumberland County, Tennessee, and is there recorded in Book 99, Page 370, et seq.; and

WHEREAS, Fairfield Glade Community Club, a non-profit corporation organized under the laws of the State of Tennessee, hereinafter referred to as "CLUB", joined in said Declaration for the purpose of indicating its agreement to perform the obligations placed upon it by the Declaration; and

WHEREAS, the foregoing Declaration of Covenants and Restrictions were amended by: that First Amendment To Declaration of Covenants and Restrictions on July 3, 1975 and recorded in Deed Book 161, Page 313 on July 9, 1975; the Second Amendment To Declaration of Covenants and Restrictions on October 4, 1982 and filed of record in Deed Book 259, Page 108 on October 18, 1982; that said Second Amendment was further revised pursuant to that certain Agreed Decree, dated August 17, 1984 and filed of record on August 20, 1984; and that certain Third Amendment To Declaration of Covenants and Restrictions dated October 14, 1986 as recorded in Deed Book 325, Page 59, all recorded with the Register of Deeds for Cumberland County, Tennessee; and

WHEREAS, the "Developer" and "Club" are desirous of filing of record the attached Exhibit "A" thereby incorporating into a single document all of the foregoing amendments and revisions to same as required by said Agreed Decree.

NOW THEREFORE, in consideration of the mutual benefits inuring to both the "Developer" and the "Club", the parties hereby agree and by mutual consent hereby cause the attached Exhibit "A" to be filed with the Register of Deeds in Cumberland County, Tennessee.

It being further agreed that nothing herein is intended to constitute an amendment to the Declaration of Covenants and Restrictions which may occur only pursuant to Article XV, Section 5 of said Declaration and, should there be conflict between the language stated in the attached Exhibit "A" and the original Declaration, Amendments and Agreed Decree referred to above, the latter shall be deemed the controlling and binding documents. It being the express intention of the parties hereto to file an informational document in order to avoid confusion and misunderstanding between and among the "Developer", the "Club" and its members, and the general public.

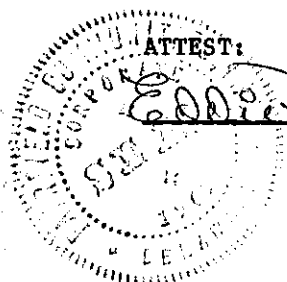
*For memorandum, see A.B. 389, Pg. 517. 10-25-89. M.M.
For agreed decree, see A.B. 389, pg. 544. 10-25-89. M.M.*

710

IN WITNESS WHEREOF, this instrument is executed by the DEVELOPER and CLUB through their respective corporate officers who are duly authorized to so execute same in multiple counterparts, any one of which shall be deemed an original, this 3rd day of February, 1988.

FAIRFIELD COMMUNITIES, INC.

By: Joe L. Hunter
Joe L. Hunter
 President



ATTEST:
Eddie Ruth Ewing
 Secretary

FAIRFIELD GLADE COMMUNITY CLUB

By: James H. [Signature]
 President

ATTEST:
Walter W. Crow
 Secretary

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) SS.
 COUNTY OF PULASKI)

On this day before me, the undersigned Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Joe L. Hunter and Eddie Ruth Ewing, to me personally well known, who stated that they were the Senior Vice President and Secretary of FAIRFIELD COMMUNITIES, INC., a Delaware corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

In Testimony Whereof, I have hereunto set my hand and official seal this 3rd day of February, 1988.



My Commission Expires:
Aug 6, 1994

Sam C. Boyle
 Notary Public

711

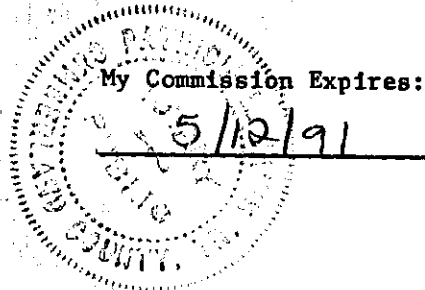
ACKNOWLEDGMENT

STATE OF Tennessee)
COUNTY OF Cumberland) SS.

On this day before me, the undersigned Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named James E. Reed and Walter W. Crowder, to me personally well known, who stated that they were the President and Secretary of FAIRFIELD GLADE COMMUNITY CLUB, a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

In Testimony Whereof, I have hereunto set my hand and official seal this 8th day of February, 1988.

Patricia L. Davis
Notary Public



STATE OF TENNESSEE, CUMBERLAND COUNTY
The foregoing instrument and certificate were noted in Note Book 1, Page 411 At 12:10 O'clock PM Feb. 8 1988
and recorded in Deed Book 351, Series 710 State Tax Paid \$ --- Fee --- Recording Fee 120.00 Total \$ 120.00
Witness My hand.
Receipt No. 15615

Judy Graham Swallow
Register

Cont'd. 27 pages) 712

EXHIBIT "A"

TO

CONFORMED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS

713

CONFORMED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Fairfield Communities Land Company, a Delaware Corporation, hereinafter referred to as "Developer", is the Developer of the lands hereinafter described in Article II of this Declaration; and,

WHEREAS, Developer is developing said lands as part of a common master plan of development and intends to add other lands to the development as herein provided under Article II and to create thereon a residential and commercial community with streets, water systems, recreational facilities of various types, and other common facilities for the use and benefit of the owners of the said properties described herein and the properties that may be added as provided under Article II; and,

WHEREAS, Developer desires to provide a method for the construction and maintenance of these facilities in order to provide for the preservation of property values in this community and for the maintenance of the streets, water systems, lakes, golf courses, playgrounds, parks, and other recreational and common facilities, and to accomplish this purpose, intends and does hereby subject the real property described in Article II, together with such additions as may hereinafter be made to the property in accordance with the provisions of Article II, to the covenants, restrictions, easements, liens and charges hereinafter set forth for the benefit of said property and each owner thereof; and,

WHEREAS, the Fairfield Glade Community Club, a non-profit corporation organized and existing under and by virtue of the laws of the State of Tennessee, with its principal office located in Fairfield Glade, Cumberland County, Tennessee, has joined in this Declaration, intending to bind itself to perform certain functions as hereinafter set forth, and to exercise the powers and duties as provided herein;

NOW, THEREFORE, the Developer declares that, except as otherwise provided herein, the real property described in Article II and such authorized additions thereto as may hereafter be made, is and shall be held, transferred, sold, conveyed and occupied, subject at all times to the covenants, restrictions, easements, liens and charges (collectively referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I - DEFINITIONS

Section 1. The following words, when used in this Declaration or any supplement hereto, or upon the plat of any properties described in Article II or any additional plats made subject to the provisions of this Declaration as provided in Article II, shall have the following meanings:

714

(A) "Property" or "Properties" shall mean and include all properties that are subject to this Declaration, including all additional land which may hereafter become subject to this Declaration in the manner provided in Article II; provided that Article II, Section 1 Properties shall not be included in such definition where such property is expressly excluded from an Article or a Section.

(B) "Article II, Section 1 Properties" shall mean all those properties described in Article II, Section 1 of this Declaration.

(C) "Club" shall mean and refer to Fairfield Glade Community Club, its subsidiaries, successors and assigns.

(D) "Common Properties" shall mean and refer to those areas so designated upon any recorded subdivision plat of the property which are intended to be devoted to the common use and enjoyment of Owners of the Properties and shall also mean and refer to any improvements or area designated by the Developer as Common Property in writing on the plat or by recorded instrument delivered to the Club, and may specifically include, but not to the exclusion of other improvements which may hereinafter be designated as Common Properties by the Developer, the following: roads and streets, sewer and water systems, lakes, golf course, tennis courts, swimming pools, marinas, permanent parks, and permanent recreational plots.

(E) "Limited Common Properties" shall mean and refer to those areas of land so designated upon any recorded subdivision plat of The Properties intended to be devoted to the common use and enjoyment of the owners of specifically designated property; and also those areas so designated from time to time by the Developer for the purposes aforesaid.

(F) "Roads and Streets" shall mean and refer to every way for passage by vehicle, whether or not dedicated to the owners exclusively or to the general public, and whether or not known by the name of road, street, avenue, place, lane or other name. The designation shall not mean private driveways.

(G) "Utility Easement" shall mean and refer to those areas of land designated on any recorded subdivision plat of The Properties as "Utility Easements", or as may be provided in or by this Declaration, or any Supplemental Declaration.

(H) "Reserved Properties" shall mean and refer to those areas of land designated on any recorded subdivision plat of The Properties as "Reserved Properties" and to any other area included within the perimeter of any recorded plat and not identified thereon as Common Property or as platted lots or dedicated roads and streets.

(I) "Lot" shall be the numbered lots in the numbered blocks as shown on any recorded subdivision plat of The Properties. Lot shall also mean a Living Unit including a Living Unit that is subdivided for Interval Ownership as may be reflected upon any recorded subdivision plat and/or Declaration of Covenants and Restrictions including Declaration of Interval Ownership and/or Supplemental Declarations filed of record. All Owners of Intervals within a Lot or Living Unit shall be considered as Co-owners of said Lot or Living Unit.

715 . 2

(J) "Commercial Lot" shall mean and refer to any lot so designated upon any recorded subdivision plat of The Properties, or as may be so designated by the Declaration, or any Supplemental Declaration.

(K) "Residential Lot" shall mean and refer to any Lot so designated upon any recorded subdivision plat of The Properties, or as may be so designated by this Declaration, or any Supplemental Declaration.

(L) "Living 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, or by Interval Owners where Developer has dedicated the Living Unit to Interval Ownership.

(M) "Single Family Detached" shall mean and refer to any building intended for use as a Living Unit and not attached to any other building.

(N) "Single Family Attached" shall mean and refer to any building containing one or more Living Units attached but each Living Unit located on a separate Parcel of Land.

(O) "Multifamily Structure" shall mean and refer to any building containing two or more Living Units located on a single Parcel of Land.

(P) "A Parcel of Land" shall be less than a lot, a single lot, more than a lot, or several lots, or a plot of land described by a metes and bounds description.

(Q) "Owner" shall mean and refer to the record owner of a Parcel of Land, including the Developer, or other record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon The Properties. All Owners of Intervals located within a Lot or Living Unit shall be considered as Co-owners of said Lot or Living Unit.

(R) "Member" shall mean and refer to all those persons or entities who are members of the Club as provided in Article III hereof.

(S) "Developer" shall mean Fairfield Communities, Inc., its subsidiaries, and its successors and assigns.

(T) "Assessments", "Dues", "Dues Assessments." These words and each of them where used herein shall mean and include dues charged by the Club as an annual or monthly membership charge, as well as any regular, special or capital improvement assessment or charge which the Club may impose on its membership in accordance with its Charter and Bylaws.

(U) "Interval Ownership" shall mean a concept whereby Lots or Living Units are conveyed for periods of time, the Owner receiving a stated time period for a period of years together with a remainder over in fee simple as tenants in common with all other Owners of Unit Weeks in each particular Lot or Living Unit from such date under such conditions as may be provided in the Declarations filed creating such Interval Ownerships.

716

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION:

ADDITIONS THERETO

Section 1. Properties. The real property, which shall be referred to herein as "Article II, Section 1, Properties" and which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration except where otherwise provided, is situated in the County of Cumberland, State of Tennessee, and is described as follows: (All filing references refer to the Register's Office, Cumberland County, Tennessee.)

Wilshire Addition,

Fairfield Glade: Block 1, Lots 1-207, per Plats filed in Plat
Book 3, Pages 19, 20, 21. March 14, 1970 1 p.m.

Section 2. Additions to Property.

(a) Developer shall have the right but not the obligation to bring within the plan of this Declaration additional properties, regardless of whether or not said properties are presently owned by the Developer, in future stages of the development, provided that such proposed additions shall be acceptable to the Club. Under no circumstances shall this Declaration or any Supplemental Declaration bind the Developer to make any further additions of properties to the Declaration.

(b) The additions authorized hereunder shall be made by filing of record a Supplemental Declaration of Covenants and Restrictions with respect to the additional property which shall extend the plan of the covenants and restrictions of this Declaration to such property, and the Owners, including the Developer, of Lots and Living Units in such additions shall be entitled to all privileges herein provided.

(c) Such Supplemental Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties as are not inconsistent with the plan of the Declaration. Such Supplementary Declaration may contain provisions wherein Lots owned by the Developer shall not be considered part of The Properties until such time as such Lot has been duly sold and a Regular Membership, Business Membership or Associate Membership has been issued in connection therewith. As to such Lot, the Developer shall not be entitled to a Developer Membership with respect to such unsold Lot and shall have no votes with respect to such unsold Lot. In the event that such Lot is sold and accordingly becomes part of The Properties and such sale is later cancelled so that such Lot returns to the Developer and the outstanding membership is cancelled, then such Lot shall again be excluded from The Properties and there shall be no Developer Membership with respect to such Lot. The Supplementary Declarations provided for in this Section may also contain provisions wherein the Community Club and Developer may agree that the Lots and Living Units subject to such Supplementary Declaration shall become part of The Properties at such time as the Lot or Living Unit is deeded by Developer to a third party. Such Lots and Living Units included in such Supplemental Declaration and held in Developer's

717

4

inventory shall not be a part of The Properties and the Developer shall have no membership or voting privileges with respect to such Lots or Living Units and shall pay no dues or assessments thereon. In no event, however, shall a Supplemental Declaration revoke, modify or change the application of this Declaration to property then subject to the Declaration. In addition, all Supplemental Declarations and Amended Supplemental Declarations filed subsequent to January 1, 1973 as same pertain to subdivisions presently platted of record and filed with the Registrar of Deeds of Cumberland County, Tennessee, are hereby ratified and affirmed and the Lots and Living Units described therein, shall become and be a part of The Properties only on such terms and at such times as therein provided.

Section 4. Additions Limited to Developer. No one other than the Developer, shall have the right to place additional lands under the covenants and restrictions or to cause additional lands to be entitled to the benefits arising hereunder unless the Developer shall agree in writing with the Club that such additional lands may be included hereunder.

Section 5. Severability as to Each Property. Notwithstanding any provision contained herein, if any Lot or Lots or Parcel of land described in this Article II or in the future added to this Declaration as provided herein, shall for any reason fail to be validly bound by the terms of this agreement, such failure as to such Lot, Lots or Parcel shall in no way prevent or limit the effectiveness of this agreement with respect to all other properties that are properly included hereunder.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE CLUB

Section 1. Membership. The Developer shall be a member of the Club so long as it shall be the record owner of a fee interest in any Lot or Living Unit which is part of The Properties and is subject by covenants of record to assessment by the Club. Also, every person or entity who is a record owner of a fee, or an undivided one-half fee interest in any Lot or Living Unit or the record owner of a Unit Committed to Interval Ownership, which is subject by covenants of record to assessment by the Club, or who has entered into a contract of purchase with the Developer covering such a Lot, Living Unit, or Interval Unit, shall be a member of the Club, provided that any such person or entity (except the Developer) who holds such interest merely as security for the performance of an obligation shall not be a member. Also, every person or entity who is a record owner of a fee, or undivided one-half fee interest in any Lot or Living Unit which is part of The Properties but is not subject to assessment by the Club, or any such person or entity who has entered into a contract of purchase with the Developer covering such a Lot or Living Unit may be a member of the Club but shall not be required to be a member.

Section 2. Classes of Membership and Voting Rights. The following classes of membership are established:

A. Memberships Restricted to Lot Owners whose property was purchased from Developer prior to April 20, 1970.

(1) CLASS A CHARTER MEMBERSHIPS: Every Lot Owner (including persons who have entered into a contract of purchase with Developer) who contracted to purchase property at Fairfield Glade prior to April 20, 1970, may join the Club as a Class A Charter Member. Each such membership shall have one vote for each Lot deeded to the member or members. This privilege of being a Class A Charter Member shall be transferred by such Lot Owner by sale of such Lot. Such memberships are voluntary and the members may resign at any time. If such a membership is terminated by resignation, failure to pay dues, or otherwise, it cannot be renewed. Dues on such memberships are fixed at \$25.00 per year and may not be raised without the affirmative vote of a majority of such members having a right to vote, who vote on the issue upon submission to them by the Club's Board of Directors. Rescission of a contract of purchase by the Developer for any reason shall terminate a membership based upon such contract.

B. Memberships for Lot Owners Whose Property was Purchased from Developers After April 19, 1970.

(1) Regular Memberships.

(a) Every person who owns at least an undivided one-half interest in fee simple in any Lot or Living Unit sold by Developer after April 19, 1970, where the purchase price has been fully paid shall be a Regular Member of the Club. If the ownership of a Lot or Living Unit is so divided that no person owns as much as an undivided one-half interest, then a majority of the co-owners may designate not more than two of the co-owners to be the members of the Club for such Lot or Living Unit. There shall be one vote for each Lot or Living Unit, and if there is more than one Owner, then the co-owners must designate the member who is entitled to vote.

(b) Those Interval Owners owning a Unit Week(s) including those who entered into a contract of purchase from the Developer shall be a Regular Member - interval owner - of the Club. Such members shall be entitled to exercise the privilege of regular membership only during the period of their Unit Week(s). When an Interval Week(s) is owned by two or more co-owners then a majority of the co-owners of an individual Interval Week(s) may designate no more than two of such Interval Co-owners to be the members of the Club during the period of their Unit Week(s), with remaining co-owners being entitled to guest privileges during the period of their Unit Week(s). An Interval Owner or Interval Co-owner as provided above may assign his membership privilege to persons (which shall be considered as designated licensees) who are occupying an Interval Unit by virtue of an Interval exchange program, provided that such designated Licensees shall be limited to not more than two memberships for each such Interval Living Unit. There shall be one vote for each Lot or Living Unit that is included in an interval ownership declaration and the Board of Directors of the interval owners association shall exercise these votes.

(2) Business Memberships: Each Entity, other than a person who owns the fee simple interest in any Lot or Living Unit sold by Developer after April 19, 1970, shall hold a Business Membership in the Club and, as such, shall be entitled to designate one family to enjoy the privileges of membership in accordance with the rules of the Club. There shall be one vote

719

6

for each Lot or Living Unit, and the family designated as being entitled to the privileges of membership shall be entitled to vote the membership.

(3) Associate Memberships: Every person or entity who entered into a contract of purchase with the Developer after April 19, 1970, covering a Lot or Living Unit and who has not paid the Developer in full for the purchase price of the Lot or Living Unit, shall be an Associate Member of the Club. An Associate Member shall be entitled to all of the privileges of a member except the right to vote. Rescission of a contract of purchase by the Developer for any reason shall terminate the Associate Membership or Memberships incident to the contract of purchase rescinded.

C. Developer Membership: The Developer, its successors and assigns, shall hold a Developer membership so long as it is the record owner of a Lot or Living Unit or where the Purchaser of such Lot or Living Unit has not paid the Developer in full for the purchase price of such Lot or Living Unit, which is part of The Properties and subject to dues assessments. Developer and its designated officers and agents shall be entitled to all of the privileges of a Regular Member and shall have the privilege of issuing temporary guest cards to the Club as it may deem necessary to assist in the sale and development of The Properties, so long as it shall be a member. Developer shall be entitled to ten (10) votes for each Lot or Living Unit of which it is the record owner or for which it holds a first lien to secure the unpaid balance of the purchase price, whether such Lot or Living Unit is subject to an outstanding contract of sale to a purchaser or not, provided such Lot or Living Unit is part of The Properties and subject to dues assessments.

ARTICLE IV

UTILITY EASEMENTS

Section 1. This Article does not apply to Article II, Section 1 Properties.

Section 2. Reservations of Utility Easements. Developer hereby reserves and is given a perpetual, alienable and releasable easement, privilege and right on, over and under the grounds as hereinafter designated of The Properties to erect, maintain and use electric and telephone poles, wires, cables, conduits, water main, drainage lines and drainage ditches, or drainage structures, sewers and other suitable equipment and structures for drainage and sewerage collection and disposal purpose or for the installation, maintenance, transmission and use of electricity, telephone, gas, lighting, heating, water, drainage, sewerage, cable TV, and other conveniences or utilities on, in, over and under all of the Common Properties upon The Properties and on, in, over and under all of the easements including, but not limited to, Roads and Streets, shown on any subdivision plat of The Properties (whether such easements are shown on said subdivision plat to be for drainage, utilities or other purposes) and in, over and under a 5-foot strip at the back of each lot of The Properties and on, in, over and under a 5-foot strip along the interior of all side lot lines of each lot of The Properties and on, in, over and under a 5-foot strip at the front of each Lot of the Properties. The Developer shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in this Section or any such privileges, easements and rights reserved on any plat of the

Properties except Article II Section 1 Properties. The owners, other than the Developer, of the lot or lots subject to the privileges, rights and easements referred to herein shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, lines or other equipment of facilities placed on, over or under the property which is subject to said privileges, rights and easements. All such easements, including those designated on any plat of The Properties, are and shall remain private easements and the sole and exclusive property of the Developer.

ARTICLE V

RESERVED PROPERTIES

Section 1. Real Properties Designated as "Reserved Properties" are Reserved from Declaration and Plats. Any area upon a plat covered by this Declaration or any Supplemental Declaration designated as "Reserved Properties", shall remain the privately-owned and the sole and exclusive property of the Developer, and neither this Declaration nor any Supplemental Declarations nor the plats in connection with same shall in anywise apply to such "Reserved Properties" unless at a later time same shall be included under the provisions of the Declaration or a Supplemental Declaration as provided in Article II hereof.

Section 2. Utilities Reserved from Declaration. Utilities, unless conveyed by written instrument to the Club, are specifically reserved unto the Developer. It is contemplated utilities for The Properties shall be furnished either by Developer, its subsidiaries or related companies or by companies furnishing such services in the vicinity of The Properties and the Developer retains and has the exclusive right to negotiate contracts and agreements with such companies, under such conditions and for such consideration, which consideration shall belong to the Developer, as it shall deem proper under the circumstances. The utilities referred to shall include, but not be limited to:

- Water System;
- Natural, Liquified or Manufactured Gas System;
- Electrical System;
- Telephone System; and
- Antenna Television Transmission and Distribution Facilities and System.

In the event the Developer elects to furnish any of the utility services aforesaid, it may organize a company, or companies, to furnish such utility services, and shall have the right to enter into agreements with such company, or companies, to furnish the utility services reserved, or any of them, even though such company, or companies, so organized shall be wholly or partially owned by the Developer. Nothing herein contained shall be construed or interpreted as an obligation on the part of the Developer to provide the utilities reserved, although the Developer will use its best efforts consistent with economic feasibility to so provide same.

721

ARTICLE VI

PLAN FOR CONSTRUCTION AND MAINTENANCE OF COMMON PROPERTIES

Section 1. Water System. It is contemplated the water system shall be constructed by Developer. Developer shall be the sole judge as to the time when the water system shall be constructed and extended. In the event the Developer shall decide it is not economically feasible to extend the water system to a particular area, it shall not be obligated to do so until such time as it shall become economically feasible. Developer shall determine the most feasible manner of providing for a permanent central water system and may transfer ownership to the Club; in which event, the water system shall become a Common Property and shall be operated, maintained and improved by the Club and all revenues shall belong to the Club.

Section 2. Roads and Streets. It is contemplated the roads and streets shall be constructed by the Developer and that those roads and streets which are not dedicated to the general public will be a part of the Common Properties. However, the Developer shall be the sole judge as to when such roads and streets, whether dedicated to the public or as Common Properties, shall be constructed and extended from time to time. The Developer shall also be the sole judge as to the extent the roads and streets will be improved. In the event the Developer shall decide it is not economically feasible to extend improved roads or streets to a particular area, it shall not be obligated to do so. To the extent not provided by public authorities, the cost of maintenance, capital improvements, operation, taxes and other expenses incident to the roads and streets, regardless of whether dedicated to the public or as Common Properties, shall be borne by the Club which may levy assessments against each Lot and Living Unit as herein provided.

Section 3. Marina, Golf Course, and other Recreational Facilities. It is contemplated the Developer shall construct the Marina, Golf Course, and other Recreational Facilities, including Permanent Parks and Permanent Recreational Plots. The cost of maintenance, capital improvements, operation, taxes and other expenses incident to such Common Properties shall be the obligation of the Club, and shall be paid from dues or assessments against each Lot or Living Unit as herein provided, and also from fees for the use of the Common Properties. The Developer shall be the sole judge as to the time when the Marina, Golf Course, and other Recreational Facilities shall be constructed, and if the Developer shall decide that it is not economically feasible to construct any or a portion of such due to the failure to sell sufficient Lots or Living Units, it shall not be obligated to construct same.

Section 4. Sewer. It is contemplated that sewer treatment facilities and a central sewer system shall be constructed, maintained and operated by the Community Club. This shall not preclude the Board of Directors of the Community Club from disposing of the system to a qualified operating company provided there is adequate assurance that such other parties can maintain, operate and construct such a system as needed for the continued growth of the Fairfield Glade development. The Community Club Board of Directors shall be the sole judge as to the time when the sewer system shall be constructed and extended and whether such extensions are within the financial capability of the Club and the reasonable need of the particular area. In the event the Club shall decide it is not economically feasible to extend the central sewer

system to a particular area, it shall not be obligated to do so. To the extent not provided by public authorities, the cost of maintenance, capital improvements, operation, taxes and other expenses incident to the sewer facilities, shall be borne by the Club. The Board shall adopt a written sewer policy, which may be amended from time to time, and cause a copy of same to be maintained with the Secretary of the Club. In establishing such policy, the Board shall always give proper consideration to the primary purpose of the Community Club which is to encourage the residential development of Fairfield Glade as a desirable and viable resort community and accordingly shall consider the following factors and such others as the Board may deem proper from time to time: (1) the demand for housing in an established subdivision; (2) the economic feasibility of extending such system; (3) the health needs of the community and regulatory requirements of local, state and Federal authorities; (4) the need to provide available Lots for construction of new housing for those Lot Owners trading from areas that are not presently served by sewage collection facilities where such cannot economically be served at that time due to their location; (5) the need to encourage the continued growth of the permanent residential community by providing sewered Lots for sale to persons who intend to move to the Fairfield Glade development and build a home; (6) the need to provide sewage collection for multiple-family areas, including second homes and guest housing, designed for non-resident property owners, their guests, sales prospects and resort guests; and (7) the need to provide central sewage collection for additional community facilities including shopping, amenities of various types and recreational facilities that enhance the attractiveness and the value of the community for all property owners and guests.

In connection with the above written policy, the Board shall establish from time to time reasonable fees for sewer service and reasonable fees for connections to the system. Such fees shall apply to all connections on a nondiscriminatory basis. The Board's policy relating to tie on fees and service fees and extension of the central sewer system shall not discriminate against permanent residents, second home owners, timeshare or interval owners, multi-family areas whether used for guest accommodations and whether or not owned by the Developer, some third party or otherwise, or commercial development or amenities whether owned by the Developer or some other party or by the Community Club.

ARTICLE VII

PLAN FOR CONSTRUCTION AND MAINTENANCE OF LIMITED COMMON PROPERTIES

Section 1. Construction and Maintenance. Developer may designate certain facilities as Limited Common Properties for the benefit of a particular area or for the benefit of particular classes of Club membership. Developer may also, but shall not be required to, restrict the right of owners of Lots or Living Units in specific areas from using some or all of the Common Properties. Maintenance, capital improvements, operation, taxes, and other expenses incident to these Limited Common Properties, shall be the obligation of the owners of the Lots or Living Units entitled to the use and enjoyment of the particular Limited Common Properties. If owners in a certain area are restricted in their use of Common Properties of the Club, then the Club shall determine an equitable allocation of the dues and assessments charged or chargeable by the Club for use and maintenance of its various Common Proper-

ties so that such owners will be chargeable only with the share allocable to the Common Properties benefiting them. In order to perform construction and maintenance on Limited Common Properties built by Developer, Developer may organize a non-profit corporation which shall have as members all those owners of Lots and Living Units entitled to the use and enjoyment of the particular Limited Common Properties and the non-profit corporation shall have, as to such Lots and Living Units, the same powers which the Club has as provided in this Declaration, including the power to levy dues and assessments against such particular Lots and Living Units in order to obtain funds for such Limited Common Properties.

Section 2. Upon the failure of the non-profit corporation belonging to the owners of the property entitled to the use and enjoyment of the particular Limited Common Properties to provide for the construction and maintenance of the particular Limited Common Properties, the Club may perform same and apportion the charge against the Lots and Living Units entitled to the benefit of the particular Limited Common Properties and same shall constitute a lien against such property subject only to the lien by reason of a first mortgage or deed of trust against such property.

ARTICLE VIII

PROPERTY RIGHTS OF THE COMMON PROPERTIES

Section 1. Members' Easement of Enjoyment. Subject to the provisions of Article IV, Article VII and Section 3 of this Article VIII, every member, so long as such membership shall continue, shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit.

Section 2. Title to Common Properties. The Developer shall convey the Common Properties to the Club after the construction of same is completed, or at an earlier time.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) the right of the Developer and/or the Club to borrow money for the purpose of constructing, improving and maintaining the Common Properties and in aid thereof to mortgage said properties or execute a deed of trust or other trust instrument covering such properties. In the event of default upon any such mortgage, the lender shall have a right, after taking possession of such properties, to charge service or use charges, admission and other fees as a condition to continued enjoyment by Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Club and all rights of the Members shall be fully restored; and,
- (b) the right of the Club to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and,
- (c) the right of the Club to suspend the enjoyment rights of any Member for any period during which any assessment, service or use charge, re-

mains unpaid, and for any period not to exceed thirty days for any infraction of its published rules and regulations; and,

(d) the right of the Club to charge reasonable service or use charges, admission and other fees for the use, service and enjoyment of the Common Properties; and,

(e) the right of the Club to make the golf course and other recreational facilities available by lease, or otherwise, subject to sub-paragraph "f" hereof, to another Country Club, which shall be a non-profit corporation, with the right of the other country club to charge dues to members and permit persons who are not members to become members of the other country club for a membership payment and also for payment of dues, and with the understanding the other country club shall have the right to make rules and regulations which shall be enforceable as to members; and,

(f) the right of the Developer until all Lots and Living Units located within The Properties shall have been sold to make use of the Common Properties to encourage sales; and,

(g) the right of individual members to the exclusive use of parking spaces as provided in Section 4 hereof; and,

(h) the right of the Club to dedicate, transfer, sell, convey, lease or mortgage all or any part of the Common Properties and to pledge revenues of the Club including the right to sell and lease back or sell and re-acquire all or some parts of said properties to or from any public agency, authority, political subdivision, utility or lending institution for the purpose of improving, maintaining, constructing or acquiring Common Properties and additions thereto subject to such conditions and for such consideration as may be determined by the Board of Directors to be in the best interest of the Club in furtherance of its purposes. Such action shall be taken at a regular or special meeting of the Board and notice of the proposed action shall be given in writing to each Board member at least seven days prior to such meeting. Such action must be authorized by a majority of the entire membership of the Board.

Section 4. Parking Rights. Subject to reasonable rules and conditions, the Club shall maintain and designate at least one parking space conveniently located with respect to each Living Unit for which the Developer may request same and such parking space shall be for the exclusive use of members residing therein, their families or guests. The use of such space by any other member, or person, may be enjoined by the Club or the member entitled thereto. The right of the exclusive use of such parking space and to its maintenance by the Club shall be appurtenant to and shall pass with title to each Living Unit.

ARTICLE IX

PROPERTY RIGHTS OF THE LIMITED COMMON PROPERTIES

Section 1. Owners' Easement of Enjoyment. Lands designated upon plats at "Limited Common Properties", and also as may be so designated from time to time by the Developer, shall be devoted to the common use and enjoyment of the owners of specifically designated Lots and Living Units to the exclusion of

the common use and enjoyment of other owners of Lots and living Units upon the Properties. The owners of the specifically designated Lots and Living Units, subject to Article IV hereof, shall have a right and easement of enjoyment in and to the particular Limited Common Properties and such easement shall be appurtenant to and shall pass with every such specifically designated Lot or Living Unit.

Section 2. Title to Limited Common Properties. The Developer may retain the legal title to the Limited Common Properties until construction of any improvements is completed and shall then convey the title of the particular Limited Common Properties to the non-profit corporation created to serve such Limited Common Properties as provided in Article VII; or, if Developer deems it more desirable and the Club agrees, then Developer may convey to the Club and it shall perform as provided in Section 2, Article VII hereof.

ARTICLE X

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Limitation with Respect to certain "Article II, Section 1" Properties. Section 2 of this Article X shall not apply to any Property described in Article II, Section 1 if such Property was purchased from the Developer by the Owner or his transferors by contract or deed dated prior to April 20, 1970. On such properties contracted for sale prior to April 20, 1970, but deeded by Developer after such date, Developer may indicate the exception of such Property by reference in the deed or by a subsequent written and recorded statement. Also, Section 2 of this Article X shall not apply to any property owned by Developer if such property is situated in a subdivision that was added to The Properties by a Supplemental Declaration or Amended Supplemental Declaration after January 1, 1973.

Section 2. Creation of Lien. Except as provided in Section 1, the Developer for each Lot and Living Unit owned by it within The Properties and not subject to an outstanding contract of sale hereby covenants and each Owner of any Lot or Living Unit by acceptance of a deed therefor, or by entering into a contract of purchase with the Developer, whether or not it shall be so expressed in any such deed, contract of purchase, or other conveyance, shall be deemed to covenant and agree to pay to the Club: (1) annual assessments of chargea; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost of collection thereof as herein provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. The lien for unpaid dues shall be imposed as provided in Section 10 hereafter and upon such action a proper notice of lien or suit to foreclose shall be filed of record. Developer shall not be obligated to pay dues assessments on any Lot or Living Unit located within a subdivision brought within The Properties by Supplemental Declaration or Amended Supplemental Declaration filed after January 1, 1973, if such Supplemental Declaration or Amended Supplemental Declaration provided that the Developer would not be entitled to a Developer membership or voting rights and would not be obligated to pay dues on Lots and Living Units owned by it.

726

Section 3. Purpose of Assessments. The assessments levied hereunder by the Club shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and the improvements situated upon The Properties, including but not limited to the payment of taxes and insurance thereon, and construction of capital improvements, repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. The limitation aforesaid shall not preclude the use of assessments levied hereunder for maintenance of roads and streets within The Properties, even though same have been dedicated to the public.

Section 4. Basis and Maximum of Annual Dues Assessment. The annual dues assessment for each Lot, Living Unit or Interval Week shall be fixed each year by the Board of Directors of the Club for all except Class A Charter Memberships. The annual assessment for Lots or Living Units committed to Interval Ownership may be fixed at a higher rate than the assessment for other memberships but shall not exceed two times the assessment for regular memberships.

The Board of Directors of the Club may classify areas in accordance with the level of improvements currently being furnished to such areas, and may reduce the assessments for any particular year as to the Lots in a particular area, if improvements have not yet been completed for such area.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments, the Club may levy against all members except Class A Charter Members a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the roads and streets or other Common Properties within The Properties, even though same may have been dedicated to the public, and also a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall be for a stated period of time and shall be levied by affirmative vote of 51% of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty days in advance and shall set forth the purpose of the meeting. Class A Charter Members shall not be subject to such assessments and need not be given notice of any meeting called to make such assessments nor shall they be entitled to vote at such a meeting.

Section 6. Quorum for Any Action Authorized Under Section 5. The Quorum of any action authorized by Section 5 hereof shall be as follows:

At the first meeting called as provided in Section 5 hereof, the presence at the meeting of Members or of proxies, entitled to cast 50% of the total votes that may be cast on the particular question to be presented, shall constitute a quorum. If the required quorum is not forthcoming at any meeting, the meeting may be recessed to a day and time certain not less than seven days nor more than thirty days thereafter, and notice of such date shall be given. The required quorum, when the meeting reconvenes, shall be one-half of the previously required quorum, but may not be less than 10% of the total voting memberships.

727

Section 7. Date of Commencement of Annual Assessments: Due Date. The annual dues assessments provided for herein shall commence on the 1st day of May, 1970, except for Class A Charter Memberships, which shall commence on the 1st day of the month following acceptance by the Club of application for membership.

Dues assessments for Memberships shall be payable monthly, quarterly, semiannually or annually or as otherwise determined from time to time by the Board of Directors of the Club, for each type of membership. The Board shall have the authority at its option to establish reasonable discounts for such assessments as shall be prepaid annually, semiannually or quarterly. The first annual assessments shall be for the balance of the fiscal year in which the property becomes subject to this Declaration and shall be apportioned over the remaining months of such fiscal year, and payments shall be payable on the 1st day, or such other day as may be fixed by the Board of Directors of the Club, of each month for the remainder of the fiscal year. The assessments for any year, after the first year, shall become due and payable on the first day, or such other day as fixed by the Board of Directors of the Club, of each fiscal year, and shall be apportioned over 12 months and the first payment shall be payable on such day as fixed aforesaid, and the remaining payments payable on the same day of each month thereafter for the remainder of the year. In the event of default as to the periodic payment and if the default is not remedied within thirty (30) days, the Club shall have the option of declaring the assessment for the entire year due and payable.

The Board shall have the authority to establish different dates of payment, apportionment and collection criteria for payment of annual assessments on Lots Committed to Interval Ownership.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 4 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to The Properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 5 hereof shall be fixed in the resolution authorizing such assessment, and it shall also be payable monthly with the same option on the part of the Club in event of default.

Section 8. Duties of the Board of Directors. The Board of Directors of the Club shall fix the date of commencement and the amount of the assessment against each Lot or Living Unit for each assessment period at least thirty days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessment applicable thereto which shall be kept in the office of the Club and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto. The Club shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Club, setting forth whether said assessments have been paid. Such certificate shall be

728

conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Delegation of Collection of Assessment. The Club may delegate to Developer the duty of collecting the dues assessments, but all such collections shall belong to the Club. Due to the common interest of the Developer and the Club, the Club in the delegation of the collection of the assessments may agree that the failure on the part of an Owner to pay an assessment as herein provided shall be a reason or ground for which the Developer may rescind a contract of sale as to a Lot or Living Unit.

Section 10. Effect of Non-Payment of Assessment; The Lien; Remedies of Club. If the assessments are not paid on the date when due (being the date specified in Section 7 hereof), then such assessment shall become delinquent as provided in Section 7 hereof and shall, upon the election of the Club to declare the entire assessment due and payable, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns.

If the assessment is not paid as provided in Section 7 and the Club shall declare the entire assessment due and payable, the assessment shall bear interest from date of delinquency at the highest rate of interest as allowed by law, and the Club may foreclose the lien against said property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust now or hereafter placed upon The Properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. Developer shall not be liable for any unpaid dues or assessments on any Lot or Living Unit which was subject to an outstanding contract of sale where the purchaser failed to pay such charges and defaulted on the contract to Developer.

Section 12. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

Common Properties;
Limited Common Properties;
Utility Easements and all other Easements;
Reserved Properties;
Utilities; and
Water System and Properties.

729

16

ARTICLE XI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the home upon The Properties and placed on the dividing lines between Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved.

ARTICLE XII

ARCHITECTURAL CONTROL COMMITTEE

Section 1. The Architectural Control Committee (A.C.C.) shall be composed of not less than three (3) nor more than seven (7) representatives appointed by and serving at the pleasure of the Board of Directors of the Community Club. The affirmative vote of a majority of the membership of the A.C.C. shall be required in order to adopt or promulgate any rules or regulations, or to make any findings, determinations, rulings or orders, or to issue any permit, authorization or approval pursuant to directives or authorizations by the A.C.C. The A.C.C. may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on all Lots or Living Units within The Properties and may adopt general statements of policy all of which may be amended or revoked by the A.C.C. from time to time. The A.C.C. shall also have the authority to appoint

committees who shall have such powers and perform such functions as may be designated by the A.C.C. from time to time.

Section 2. Review by Committee. No building, fence, wall, improvement, or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alterations therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the A.C.C. In the event the A.C.C., or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 3. Waiver of Liability. Neither the A.C.C., nor its designated committees, nor Developer, nor any agent or employee of the foregoing shall be responsible in any way for any failure of the structures to comply with the requirements of this Declaration although a certificate of compliance has been issued, any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications and all persons submitting any such plans and specifications, and all persons relying thereon, agree not to sue or claim against the entities and persons referred to in Article XII for any cause arising out of the matters referred to in this Article XII and further agree to and do hereby release said entities and persons for any and every such cause.

ARTICLE XIII

EXTERIOR MAINTENANCE

Section 1. In the event the Owner of any Lot or Living Unit shall fail to properly provide for exterior maintenance as to buildings or grounds the Developer or the Club may, but shall not be obligated to, provide exterior maintenance as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Lot or Living Unit upon which such maintenance is done and shall be added to and become a part of the annual assessment or charge to which such Lot or Living Unit is subject under Article X hereto and, as part of such assessment or charge, it shall be a lien subject, however, to lien by reason of a first mortgage or first deed of trust, and shall become due and payable in all respects as provided in Article X hereof. Upon collection by the Club, the cost shall be paid to Developer, if the Developer has performed the work.

Section 3. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article XIII, the Developer or the Club through its respective duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any

Lot or exterior of any Living Unit at reasonable hours on any day except Sunday.

ARTICLE XIV

PROTECTIVE COVENANTS

Attached hereto as "Exhibit 1" and incorporated herein by reference as fully as though set forth word for word are protective covenants. Such covenants shall be considered to be part of the "Declaration" and shall apply to and bind all of The Properties except Article II Section 1 Properties. Paragraphs 11 and 12 of the Protective Covenants shall apply to and bind Article II Section 1 Properties except those Lots purchased by the Owner or his transferor owners from the Developer by contract or deed dated prior to April 20, 1970.

ARTICLE XV

GENERAL PROVISIONS

Section 1. Duration. All provisions, covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Club, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of 25 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by the then Owners of two-thirds of the Lots or Living Units has been recorded, agreeing to change said covenants and restrictions in whole or in part. For purposes of meeting the two-thirds requirements, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted. Provided, however, that no such agreement to change shall be effective unless made and recorded 3 years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least 90 days in advance of any action taken.

Section 2. Notices. Any notice given or required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the United States mail with postage paid, addressed to the last known address of the person who appears as Member, Associate Member or Owner on the records of the Club at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Club or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Should the Club or an Owner file suit to enforce or restrain violation of any provision of these covenants and restrictions, the protective covenants provided for in Article XIV, or rules promulgated by the Architectural Control

Committee, hereinafter called "ACC", and should the Club or Owner be successful in the prosecution of said suit, then and in that event, the Club or Owner shall be entitled to recover its costs in the prosecution of the suit, including reasonable attorney fees.

The Club and/or the ACC shall have the authority to promulgate rules for the imposition of fines for continuing violations of these covenants and restrictions, the protective covenants provided for in Article XIV, or rules and regulations duly promulgated by the Club and/or the ACC. The Board of Directors of the Club shall adopt such rules and procedures for the imposition of such fine under the provisions of Article X of these covenants and restrictions, may file suit for collection of the fine and to sell the property to satisfy the lien as provided in Article X, and may generally use the collection mechanism provided for in Article X for the collection of said fine.

Section 4. Assignability. All provisions of this Declaration shall be binding upon and shall inure to the benefit of the parties, their successors and assigns. Developer or the Club may assign or convey all or any part of their rights, privileges or obligations hereunder at any time, but such assignment or conveyance shall not relieve the assignor from fulfilling its obligations hereunder or causing them to be fulfilled by such assignee.

Section 5. Amendments. The provisions of this Declaration may be amended if such amendment is adopted by affirmative vote of a majority vote of the votes cast by the voting members of the Club and such amendment is also adopted by Developer. Any such amendment must be in writing and properly executed and recorded.

Section 6. Limitation with Respect to Certain Article II Section 1 "Properties". Articles XI, XII and XIII shall not apply to any Property described in Article II Section 1 if such Property was purchased from Developer by the Owner or his transferors by contract or deed dated prior to April 20, 1970.

Section 7. Severability. Invalidation of any provision, covenants or restrictions contained herein shall not invalidate any other provisions and they shall remain in full force and effect.

733

EXHIBIT "1"

PROTECTIVE COVENANTS

1. Application. These Protective Covenants shall apply to all of the Properties as provided in the Declaration. They shall also apply to additions to the Properties unless the Developer shall specifically except from these Protective Covenants such additions or a portion thereof in the Supplemental Declaration by which the Developer subjects such additions to this Declaration.

2. Architectural Control Committee. When the Architectural Control Committee, hereinafter referred to as A.C.C., is referred to in these Protective Covenants, it shall mean the Architectural Control Committee appointed by the Board of Directors of the Club pursuant to Article XII of the Declaration.

3. Amendment, Rescission or Additions. Developer may amend, rescind or add to the Protective Covenants from time to time, but unless the Lots are specifically exempted from the Protective Covenants by the Declaration or a Supplemental Declaration at the time the Lots are subjected to the plan of the Declaration, such Amendment, Rescission or Additions shall not make the Protective Covenants as to those Lots zoned as Residential less restrictive than as provided in the Federal Housing Administrations' then current edition of "Minimum Property Standard for Single Living Units."

4. Zoning. The notes upon the recorded subdivision plats shall control as to use of the Lots reflected thereon unless changed as provided in Paragraph 3 above. Structures upon Lots designated as commercial or industrial upon a recorded subdivision plat shall be entirely controlled as to kind, shape, height, materials, and other features by the A.C.C. and may be used for residential or other purposes with consent of the A.C.C. The A.C.C. may change the use classification of Lots to permit a residential use of a Lot restricted to commercial or industrial with the consent of the Owner of the Lot. As to Lots designated as Residential Lots upon a recorded subdivision plat, the notes upon the recorded subdivision plat shall control regarding the residential structure types (Single Family Detached, Single Family Attached, and Multifamily Structure) which shall be permitted, provided that Single Family Detached is a permitted use on any such property regardless of designation. The notes upon the recorded subdivision plat shall also control as to minimum square footage of each Single Family Detached structure, Single Family Attached structure, as well as each Living Unit in a Multifamily structure. Provisions of Article XII shall control as to kind, shape, height, materials, et cetera, in regard to all structures erected upon or moved upon Residential Lots.

5. No residential lot shall be used except for residential purposes or, with permission of the A.C.C., non-profit, civic, religious, educational and community purposes such as, but not limited to, churches, schools, fire and police stations, community buildings, libraries or parks. On Single Family Detached lots no residential building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two and one-half (2 1/2) stories in height and private

garages for the occupants' vehicles and other outbuildings incidental to the residential use of the lot.

6. Resubdivision. No lot shall be subdivided except upon written approval of the A.C.C.

7. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. The A.C.C. or its designated committee may adopt such reasonable rules and regulations pertaining to the placement of any boat, boat trailer, house trailer, tractor, motor home or similar vehicle or equipment stored or proposed to be stored or placed upon any Lot or Living Unit subject to these Protective Covenants.

8. Setbacks. No building shall be placed closer to the Roads and Streets than a setback line shown on a recorded subdivision plat and if no setback line is shown, then the applicable setback shall be 25 feet, except where such requirement creates an undue hardship upon the Owner, such setback may be modified as necessary to prevent the hardship by the A.C.C.

9. Side Yards. Where Lots are zoned as Residential, the following shall apply, unless the recorded plat provides otherwise:

(a) A Single Family Detached structure or any building incident thereto shall not be closer to a side lot line than 5 feet, except where such restriction creates an undue hardship upon the Owner the A.C.C. may modify this restriction so as to alleviate the hardship;

(b) A Single Family Attached structure shall not be required to have a side yard, and a common or party wall may be constructed upon the dividing lines between Lots so that the wall may be partially upon one Lot and partially upon the other, or said common wall may be entirely upon one of the two lots involved.

(c) There shall be no requirements as to a side yard where Multifamily structures are involved, and subject to approval by the A.C.C., Multifamily structures may be constructed up to or upon the dividing lines between Lots.

The A.C.C. shall decide all questions relative to locations of Commercial structures upon Lots where such structures are permitted.

10. Land Near Lakes, Water Courses, Golf Courses, Permanent Parks, Permanent Recreational Plots. No building shall be placed nor shall any material or refuse be placed or stored upon any Lot or other Parcel of Land within 20 feet of the property line of any Lake or within 20 feet of the edge of any open Water Course, or within 20 feet of the property line of any Golf Course, Permanent Park or Permanent Recreational Plot. Clean fill may be placed nearer to the property line of a Lake or the edge of an open Water Course in the event the written permission of the A.C.C. is first obtained. Likewise, by written permission of the A.C.C., a boat dock or boat house may be placed closer than 20 feet to the property line of a Lake or the edge of an

735

22

open Water Course. The decision of the A.C.C. as to the permission aforesaid shall be final and conclusive.

11. Construction of Buildings. The contractor, builder, person or entity constructing a building upon The Properties shall, prior to beginning the construction of any such building, furnish to the A.C.C. proof that a suitable completion bond has been made to insure completion of the building and to indemnify the Owner against material and mechanic liens. At the same time there shall be furnished to the A.C.C. satisfactory proof that builders' risk insurance, including Workmen's Compensation insurance, if applicable, will be in effect for the construction period. If the Owner is his own builder, he shall furnish to the A.C.C. such credit information and proof of financial ability to complete the building within the time requirements of these Protective Covenants, as shall be required by the A.C.C. In such case, the Owner shall also furnish to the A.C.C. proof of builders' risk insurance, including Workmen's Compensation insurance, if applicable, to be in effect for the construction period.

12. Time for Completion of Buildings. Commercial structures, Single Family Attached structures, and Multifamily structures shall be completed according to plans and specifications both as to exterior and interior within such time as shall be fixed by the A.C.C. when the plans and specifications for the particular structure are approved by the A.C.C. The following shall apply to the construction of a Single Family Detached structure as well as garage and outbuildings permitted:

(a) The exterior of any Single Family Detached structure, garage, or outbuildings permitted which shall be erected upon or moved upon any Lot of The Properties covered by these Protective Covenants shall be completely finished within six months of the date of the start of construction.

(b) The interior of any Single Family Detached structure, garage or outbuildings permitted, which shall be erected upon or moved upon a Lot of The Properties covered by these Protective Covenants shall be completely finished within twelve months following the start of construction.

The contractor, builder or Owner will submit all structures to inspection by the A.C.C. as required to determine compliance with completion dates as herein provided or as may be provided by the A.C.C. In the event of non-compliance with completion dates as herein provided, the Developer and/or the Club shall have the right, but not the obligation, to hire a contractor and/or contractors (including Developer) to perform the work and furnish the materials necessary for compliance and the particular party acting shall bill the Owner for the amount expended plus 12% for administration. In the event the Owner does not pay same, the Developer and/or the Club, as the case may be, shall have the legal right to file a lien against the property involved and proceed in law or equity to sell the property to obtain said charges. All money received over and above said charges and court costs shall be paid over to the Owner.

736

13. Electric Wiring and Plumbing. Electric wiring and plumbing installed in any structure erected upon or moved upon The Properties shall be in accordance with standards prescribed by the A.C.C.

14. Sewage Disposal. No privately-owned sewage disposal system shall be permitted upon any Lot or Parcel of Land of The Properties covered by these Protective Covenants unless such system is designed, located and constructed in accordance with requirements, standards and recommendations of the State Health Department and approved by the A.C.C.

15. Water Supply. No privately-owned water system shall be permitted upon any Lot or Parcel of Land of The Properties covered by these Protective Covenants unless such system is designed, located and constructed in accordance with requirements, standards and recommendations of the State Health Department and approved by the A.C.C.

16. Outbuildings. Outbuildings or accessory buildings, such as a garage, servants' quarters or guest house, shall be permitted on Lots upon which a Single Family Detached structure has been constructed or is under construction; provided the building and/or buildings are occupied by servants employed on the premises or temporarily by guests, and are not occupied as rental units by non-servant or non-guest occupants, and provided the A.C.C. shall approve the design, plans, specifications, et cetera, of such buildings.

Outbuildings or accessory buildings permitted upon Lots or Parcels of Land upon which there is constructed a commercial building, Single Family Attached structure, or Multifamily structure, shall be entirely within the discretion of the A.C.C.

17. Protective Screening. There shall be compliance with all protective screening areas as reflected upon any recorded subdivision plat of The Properties. Except as otherwise provided herein regarding street intersections under "Sight Distance at Intersections", shrub plantings, fences or walls shall be maintained throughout the entire length of such areas by the Owner or Owners at their own expense to form an effective screen in order to protect and beautify the area. No building or structure except a screening fence or wall or utility or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utility and drainage facilities.

18. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

737

19. Signs. All signs are prohibited in areas zoned upon any recorded subdivision plat as Residential except:

(a) Signs erected by the Club for identification of streets, traffic control and directional purposes;

(b) Signs of a temporary nature advertising property for sale and construction signs, which signs shall not exceed 5 square feet in area;

(c) Signs erected by Developer in connection with its sales program.

The erection of signs in areas zoned commercial upon any recorded subdivision plat shall require a permit of the A.C.C. and no such sign, except as provided in sub-paragraph (a) above shall be erected without the permit of the A.C.C.

20. Model Houses. No provisions of these Protective Covenants shall preclude the Developer in furtherance of its sales program from erecting, maintaining and utilizing Model Houses in any area zoned upon a recorded subdivision plat as Residential for such purposes as it may consider necessary during the development stages.

21. Businesses Prohibited in Residential Areas. Except for the business of the Developer in furtherance of its sales program the practice of any profession or the carrying on of any business is prohibited within any area zoned as Residential upon any recorded subdivision plat of The Properties.

22. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved in the Declaration and will be reserved in any Supplemental Declaration and may also be reserved as indicated upon any recorded subdivision plat of The Properties. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels within the easements, or which may obstruct or retard the flow of water through drainage channels within the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which the Club, a public authority or utility company is responsible.

23. Nuisances. No obnoxious or offensive activity shall be carried on upon any Lot or Parcel of Land of The Properties.

24. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or Parcel of Land of The Properties, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

25. Garbage and Refuse Disposal. No Lot or Parcel of Land of The Properties shall be used or maintained as a dumping ground for rubbish.

738

Trash, garbage or other waste shall be kept in a clean and sanitary condition, and disposition of same shall be prompt.

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

27. Conflict With Declaration. The provisions of the Declaration shall prevail in all respects as to these Protective Covenants, in the event of conflict between these Protective Covenants and the Declaration.

28. Enforcement. These Protective Covenants shall be enforced as provided in this Declaration of which the Protective Covenants are a part.

JTG/mdg/11-5-87

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THIRD AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

WHEREAS, Fairfield Communities, Inc., a Delaware corporation, hereinafter called "DEVELOPER", executed on the 1st day of May, 1970 a Declaration of Covenants and Restrictions with Protective Covenants attached thereto, incorporated therein and forming a part of said Declaration; and

WHEREAS, said Declaration was filed of record at 10:00 a.m. on the 9th day of May, 1970 in the Office of the Register in and for Cumberland County, Tennessee, and is there recorded in Book 99, Page 370, et seq.; and

WHEREAS, Fairfield Glade Community Club, a nonprofit corporation organized under the laws of the State of Tennessee, hereinafter referred to as "CLUB", joined in said Declaration for the purpose of indicating its agreement to perform the obligations placed upon it by the Declaration; and

WHEREAS, the DEVELOPER and CLUB in accord with ARTICLE XV, Section 5, deem it necessary and in the best interest to amend the Declaration in the following particular, to-wit:

Article XV, General Provisions, Section 3, Enforcement, is hereby amended by adding two additional paragraphs to the existing Section 3 so that said sub-section shall now read in its entirety, to-wit:

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Club or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Should the Club or an Owner file suit to enforce or restrain violation of any provision of these covenants and restrictions, the protective covenants provided for in Article XIV, or rules promulgated by the Architectural Control Committee, hereinafter called "ACC", and should the Club or Owner be successful in the prosecution of said suit, then and in that event, the Club or Owner shall be entitled to recover its costs in the prosecution of the suit, including reasonable attorney fees.

The Club and/or the ACC shall have the authority to promulgate rules for the imposition of fines for continuing violations of these covenants and restrictions, the protective covenants provided for in Article XIV, or rules and regulations duly promulgated by the Club and/or the ACC. The Board of Directors of the Club shall adopt such rules and procedures for the imposition of such fine under the provisions of Article X of these covenants and restrictions, may file suit for collection of the fine and to sell the property to satisfy the lien as provided in Article X, and may generally use the collection mechanism provided for in Article X for the collection of said fine.

*For confirmed & restated dec. of Cov. & rest., see D.B. 351, pg. 710. 2-8-88. CM. CM.
For sup. dec. of Cov. & rest. for portion of Hetcherhurst-Hoff Course, see D.B. 360, pg. 429. 7-22-88. CM. CM.
For 1st amendment (Stonewattle Place Downhouses) see D.B. 375, pg. 334. 3-6-89. CM. CM.
For amendment see Book 1344, page 1103. 08/02/10. O

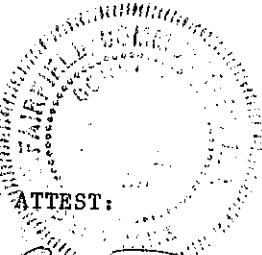
** For sup. dec. of Cov. & rest. (Havel Ridge Shanties) see D.B. 375, pg. 340. 3-6-89. CM. CM.
* For rest. (Hetcherhurst East, Blk. 1) see D.B. 377, pg. 248. 4-5-89. CM. CM.
* For 1st amend. (Havel Ridge) see D.B. 377, pg. 767. 4-17-89. CM. CM.*

- * For 1st amend. (Forest Hill, Blk. 3) see S.B. 400, pg. 44. 5-14-90. CM.UM.
- * For 2nd amend. (Theotokos Holy Course) see S.B. 425, pg. 477. 12-27-91. CM.UM.
- * For exp. dec. of cov. & rest. (Lancaster, Blk. 9), see S.B. 438, pg. 624. 10-5-92. CM.UM.
- * For exp. dec. of cov. & rest. (Lancaster, Blk. 10), see S.B. 439, pg. 760. 10-23-92. CM.UM.

WHEREAS, the CLUB at the Annual Meeting of the Membership of the Fairfield Glade Community Club held at Fairfield Glade, Tennessee at 10:00 a.m., September 26, 1986, duly passed the foregoing proposed Amendments; and

WHEREAS, the DEVELOPER by its authorized representatives approved the CLUB's action and adopted the proposed Amendments as stated above.

IN WITNESS WHEREOF, this instrument is executed by the DEVELOPER and the CLUB through their respective corporate officers who are duly authorized to so execute same in multiple counterparts, any one of which shall be deemed an original, this 14th day of October, 1986.



ATTEST:
Eddie Ruth Ewing
 Secretary

FAIRFIELD COMMUNITIES, INC.

By: *Joe L. Hunter*
 Senior Vice President

FAIRFIELD GLADE COMMUNITY CLUB

By: *James F. [Signature]*
 President

ATTEST:
Walter W. Crow
 Secretary

- * For amendment (portion of Theotokos Holy Course), see S.B. 381, pg. 506. 6-20-89. CM.UM.
- * For 1st amend. (Theotokos Holy Course, Blk. 1), see S.B. 389, pg. 350. 7-20-89. CM.UM.
- * For exp. dec. of cov. & rest. (Shant, Blk. 9) see S.B. 383, pg. 418. 7-21-89. CM.UM.

60

ACKNOWLEDGMENTS

STATE OF ARKANSAS)
)
COUNTY OF PULASKI)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Joe T. Gunter with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Senior Vice President of FAIRFIELD COMMUNITIES, INC., a corporation, and that he as such officer, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and seal of office this 14th day of October, 1986.

Susan R. Young
Notary Public

My Commission Expires:

June 21, 1990

STATE OF TENNESSEE)
)
COUNTY OF Cumb.)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared James F. Reed, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of FAIRFIELD GLADE COMMUNITY CLUB, a corporation, and that he as such officer, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and seal of office on this 23rd day of October, 1986.

Patricia L. Davis
Notary Public

My Commission Expires:

5-31-87

STATE OF TENNESSEE, CUMBERLAND COUNTY

The foregoing instrument and certificate were noted in Note Book 62, Page 96 At 2:27 o'clock P Oct. 24 1986
and recorded in Deed Book 325, Series Page 59 State Tax Paid \$ Fee Recording Fee 12.00 Total 12.00

Witness My hand,
Receipt No. 33157

Judy Graham
Register

(over for notations)

* For 3rd amendment (Windsor Bluff, Blk. 1), see S.B. 443, pg. 251, 1-7-93. CM. CM.
* For sup. dec. of cov. + nat. (Dist 167, Blk. 7, St. George), see S.B. 455, pg. 743, 9-15-93. CM. CM.
* For sup. dec. of cov. + nat. (St. George Blk. 11 Dockside), see S.B. 455, pg. 747, 9-15-93. CM. CM.

* For sup. dec. of cov. + nat. (Concater, Blk. 10), see S.B. 461, pg. 657, 1-10-94. CM. CM.
* For 2nd amendment (Concater, Blk. 7), see S.B. 463, pg. 536, 2-14-94. CM. CM.
* For 1st amendment (Concater, Blk. 10), see S.B. 467, pg. 623, 5-12-94. CM. CM.

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* For Sup. Dec. (Lot 382, Blk. 2 Canterbury), see
S.B. 480, pg. 679. 1-10-95. U.M.

* For Sup. Dec. (Lots 152-154, Blk. 5 Canterbury), see
S.B. 480, pg. 687. 1-10-95. U.M.

* For Sup. Dec. (Lots 271 + 272, Blk. 1 Lake Catherine), see
S.B. 486, pg. 595. 5-9-95. U.M.

* For Sup. Dec. (Lots 1-25, Blk. 1 + Lots 1-28, Blk. 1 Richmond Hills)
see S.B. 486, pg. 603. 5-9-95. U.M.

* For 1st amend. (Lot 99, Blk. 3 Glastowbury) see S.B. 487, pg. 523
595 5-26-95. U.M.

* For sup. rest. (Blk. 7 Windsor Bluff (Windsor Point), see
S.B. 490, pg. 61. 7-12-95. U.M.

* For sup. rest. (Lots 263-272, Blk. 4 Lake Catherine),
see S.B. 490, pg. 68. 7-12-95. U.M.

* For sup. rest. (Blk. 10 Forest Hill), see S.B.
490, pg. 96. 7-12-95. U.M.

* For sup. rest. (Lots 285 + 286, Blk. 1 Druid Hills), see
S.B. 495, pg. 452. 10-3-95. U.M.

* For sup. rest. (Blk. 11, Forest Hill) see S.B. 498, pg. 46
11-7-95. U.M.

* For sup. rest. (Blk. 11, Lancaster), see S.B. 498, pg. 52
11-7-95. U.M.

* For sup. rest. (Blk. 1 Stonehenge), see S.B. 499, pg. 596,
12-5-95. U.M.

* For sup. rest. (Blk. 12, Inver), see S.B. 499, pg. 605.
12-5-95. U.M.

* For sup. rest. (Lots 1-35 Blk. 2 Stonehenge) see S.B. 503
pg. 644. 2-14-96. U.M.

* For 4th amendment (Laurel Ridge), see D.B. 504, pg. 21
2-20-96. U.M.

* For rest. (Blk. 4 Stonehenge), see D.B. 505, pg. 212
3-7-96. U.M.

* For rest. (Blk. 5, Stonehenge), see D.B. 505, pg. 218.
3-7-96. U.M.

* For 1st amendment (Lot 1, Blk. 4 Wilshire), see D.B. 509, pg. 390
3-8-96. U.M.

* For rest. (Blk. 12 Forest Hill), see D.B. 514, pg. 222
7-31-96. U.M.

* For rest. (Brompton Courts Isthmos, Ph. I) see D.B. 514, pg. 583
8-7-96. U.M.

* For 1st amendment (Lake Catherine Isthmos, Ph. III) see
D.B. 514, pg. 740. 8-12-96. U.M.

* For supplemental rest. (Lots 398 + 399, Blk. 4 Druid Hills)
see D.B. 517, pg. 342. 9-25-96. U.M.

* For supplemental rest. (Lots 273, 274 + 275, Blk. 1 Lake Catherine)
see D.B. 517, pg. 351. 9-25-96. U.M.

* For rest. (Blks 1, 2 + 3 Catonsville), see D.B. 519, pg. 397.
10-28-96. U.M.

* For rest. (Spring Lake, Blk. 1), see D.B. 525, pg. 765
2-14-97. U.M.

* For 1st amend. (Catonsville), see D.B. 527, pg. 316.
3-10-97. U.M.

* For rest. (Stonehenge Blk. 3) see D.B. 527, pg. 320
3-10-97. U.M.

* For 1st amend. (Catherine Isthmos, Ph. IV), see D.B. 527, pg. 331
3-10-97. U.M.

* For sup. rest. (Lots 276-278, Blk. 1 Lake Catherine), see S.B. 531, pg. 186. 5-5-97. U.M.U.

* For sup. rest. (Lots 147-150 Blk. 5 St. George), see S.B. 531, pg. 196. 5-5-97. U.M.U.

* For sup. rest. (Blk. 4 Catocosa), see S.B. 531, pg. 206 5-5-97. U.M.U.

* For sup. rest. (Lots 287-290, Blk. 1 David Hills), see S.B. 532, pg. 603. 5-29-97. U.M.U.

* For cer. rest. (Lots 287-290, Blk. 1, David Hills), see S.B. 533, pg. 19. 6-2-97. U.M.U.

* For 1st amendment (Lots 287-290, Blk. 1 David Hills) see Book 1001, pg. 987. 7-22-97. U.M.U.

* For 3rd amendment (Blk. 2 Lake Catherine) see ~~Book~~ 1001, pg. 991. 7-22-97. U.M.U.

* For sup. rest. (Blk. 10 North Hampton) see Book 1001, pg. 994. 7-22-97. U.M.U.

* For sup. rest. (Blk. 1 Otter Creek) see Book 1001, pg. 1000. 7-22-97. U.M.U.

* For 1st amendment (Blk. 3 Stonehenge) see Book 1001, pg. 1006. 7-22-97. U.M.U.

* For 1st amendment (Blk. ? St. George) see Book 1001, pg. 1008. 7-22-97. U.M.U.

* For sup. rest. (Lots 400+401, Blk. 4, David Hills) see Book 1001, pg. 1224. 7-24-97. U.M.U.
* Cer. 4 1003, pg. 973. 8-29-97. U.M.U.

SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

WHEREAS, Fairfield Communities, Inc., a Delaware corporation, hereinafter called "DEVELOPER", executed on the 1st day of May, 1970, a Declaration of Covenants and Restrictions with Protective Covenants attached thereto, incorporated therein and forming a part of said Declaration; and

WHEREAS, said Declaration was filed for record at 10:00 o'clock A.M. on the 9th day of May, 1970, in the Office of the Register in and for Cumberland County, Tennessee, and is there recorded in Book 99, Page 370, et seq.; and

WHEREAS, Fairfield Glade Community Club, a nonprofit corporation organized under the laws of the State of Tennessee, hereinafter referred to as "CLUB", joined in said Declaration for the purpose of indicating its agreement to perform the obligations placed upon it by the Declaration; and

WHEREAS, the DEVELOPER and CLUB in accord with Article XV, Section 5, deem it necessary and in the best interest to amend the Declaration as per the attached Exhibit "A"; and

WHEREAS, the CLUB at an annual meeting of the membership held at Fairfield Glade at 10:00 o'clock A.M., September 24, 1982, adopted by the affirmative vote of a majority of the voting members of the Club, the proposed amendments set forth in the attached Exhibit "A"; and

WHEREAS, the DEVELOPER by its authorized representatives and pursuant to Article XV, Section 5 of the Declaration of Covenants and Restrictions approved the CLUB'S action and adopted the proposed amendments as stated above.

NOW, THEREFORE, in consideration of the mutual covenants herein expressed and the approval of the CLUB and DEVELOPER, herein expressed, the Declaration of Covenants and Restrictions for Fairfield Glade, Tennessee are hereby amended as per the attached Exhibit "A".

The proposed and restated dec. of cov. & rest. for portion of Heatherhurst Golf Course, see A.B. 360, pg. 429, 7-22-88, CM.M.

* For 1st amend. (Sturcette Place Townhomes) see A.B. 375, pg. 334. 3-6-89, CM.M.
* For sup. dec. of cov. & rest. (Lansel Ridge Townhomes) see A.B. 375, pg. 340. 3-6-89, CM.M.
* For rest. (Prestonwood Est., Blk. 1) see A.B. 377, pg. 248, 4-5-89, CM.M.

- * For 1st amend. (Lansel Ridge), see A.B. 377, pg. 267. 4-17-89, CM.M.
- * For amend. (portion of Heatherhurst Golf Course) see A.B. 381, pg. 506 6-20-89, CM.M.
- * For 1st amend. (Prestonwood Est., Blk. 1), see A.B. 383, pg. 350 7-20-89, CM.M.
- * For sup. dec. of cov. & rest. (Invent, Blk. 9) see A.B. 383, pg. 418 7-21-89, CM.M.
- * For 1st amend. (Forest Hill, Blk. 3) see A.B. 400, pg. 44. 5-14-90, CM.M.
- * For 2nd amend. (Heatherhurst Golf Course) see A.B. 425, pg. 477. 12-27-91, CM.M.
- * For sup. dec. of cov. & rest. (Lancaster, Blk. 9,) see A.B. 438, pg. 624 (see back to page 122) 10-5-92, CM.M.

**EXHIBIT A
AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
FAIRFIELD GLADE**

ARTICLE I, Definitions, Section 1 (D), (H), (I), (L), (M), (Q), (R) and (S) be amended in its entirety by deleting the existing subparagraphs (D), (H), (I), (L), (M), (Q), (R) and (S) in their entireties and substituting therefore the following subparagraphs and also be amended by adding a new paragraph (U):

ARTICLE I - DEFINITIONS

Section 1.

(A)

(B)

(C)

(D) "Common Properties" shall mean and refer to those areas so designated upon any recorded subdivision plat of the property which are intended to be devoted to the common use and enjoyment of Owners of the Properties and shall also mean and refer to any improvements or area designated by the Developer as Common Property in writing on the plat or by recorded instrument delivered to the Club, and may specifically include, but not to the exclusion of other improvements which may hereinafter be designated as Common Properties by the Developer, the following: Roads and streets, sewer and water systems, lakes, golf course, tennis courts, swimming pools, marinas, permanent parks, and permanent recreational plots.

(E)

(F)

(G)

(H) "Reserved Properties" shall mean and refer to those areas of land designated on any recorded subdivision plat of The Properties as "Reserved Properties" and to any other area included within the perimeter of any recorded plat and not identified thereon as Common Property or as platted lots or dedicated roads and streets.

(I) "Lot" shall be the numbered lots in the numbered blocks as shown on any recorded subdivision plat of The Properties. Lot shall also mean a Living Unit including a Living Unit that is subdivided for Interval Ownership as may be reflected upon any recorded subdivision plat and/or Declaration of Covenants and Restrictions including Declaration of Interval Ownership and/or Supplemental Declarations filed of record. All Owners of Intervals within a Lot or Living Unit shall be considered as Co-owners of said Lot or Living Unit.

///

(J)

(K)

(L) "Living 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, or by Interval Owners where Developer has dedicated the Living Unit to Interval Ownership.

(M) "Single Family Detached" shall mean and refer to any building intended for use as a Living Unit and not attached to any other building.

(N)

(O)

(P)

(Q) "Owner" shall mean and refer to the record owner of a Parcel of Land, including the Developer, or other record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon The Properties. All Owners of Intervals located within a Lot or Living Unit shall be considered as Co-owners of said Lot or Living Unit.

(R) "Member" shall mean and refer to all those persons or entities who are members of the Club as provided in Article III hereof.

(S) "Developer" shall mean Fairfield Communities, Inc., its subsidiaries, and its successors and assigns.

(T)

(U) "Interval Ownership" shall mean a concept whereby Lots or Living Units are conveyed for periods of time, the Owner receiving a stated time period for a period of years together with a remainder over in fee simple as tenants in common with all other Owners of Unit Weeks in each particular Lot or Living Unit from such date under such conditions as may be provided in the Declarations filed creating such Interval Ownerships.

ARTICLE II, Property Subject to this Declaration: Additions Thereto, Section 2 (b and c) be amended in its entirety by deleting the existing subparagraphs (b and c) in its entirety and substituting therefor the following:

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS THERETO

Section 1.

Section 2.

(a)

(b) The additions authorized hereunder shall be made by filing of record a Supplemental Declaration of Covenants and Restrictions with respect to the additional property which shall extend the plan of the covenants and restrictions of this Declaration to such property, and the Owners, including the Developer, of Lots and Living Units in such additions shall be entitled to all privileges herein provided. Such dedication shall be binding and effective at such time and in such manner as may be provided in such Declaration of Covenants and Restrictions.

(c) Such Supplemental Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties as are not inconsistent with the plan of the development. Such Supplementary Declaration may contain provisions wherein Lots owned by the Developer shall not be considered part of The Properties until such time as such Lot has been duly sold and a Regular Membership, Business Membership or Associate Membership has been issued in connection therewith. As to such Lot, the Developer shall not be entitled to a Developer Membership with respect to such unsold Lot and shall have no votes with respect to such unsold Lot. In the event that such Lot is sold and accordingly becomes part of The Properties and such sale is later cancelled so that such Lot returns to the Developer and the outstanding membership is cancelled, then such Lot shall again be excluded from The Properties and there shall be no Developer Membership with respect to such Lot. The Supplementary Declarations provided for in this Section may also contain provisions wherein the Community Club and Developer may agree that the Lots and Living Units subject to such Supplementary Declaration shall become part of The Properties at such time as the Lot or Living Unit is deeded by Developer to a third party. Such Lots and Living Units included in such Supplemental Declaration and held in Developer's inventory shall not be a part of The Properties and the Developer shall have no membership or voting privileges with respect to such Lots or Living Units and shall pay no dues or assessments thereon. Prior to deeding of said Lots or Living Units, the Community Club will, upon request by Developer, issue an Associate Membership in the Club to a third party who has purchased on contract a Lot or Living Unit in the subdivisions provided the Developer is then holding in its sales inventory an unsold Lot or Living Unit which is part of The Properties and provided that the third party purchaser begins paying membership dues and assessments, if any, on said Lot or Living Unit which is part of The Properties. In no event, however, shall a Supplemental Declaration revoke, modify or change the application of this Declaration to property then subject to the Declaration. In addition, all Supplemental Declarations and Amended Supplemental Declarations filed subsequent to January 1, 1973 as same pertains to subdivisions presently platted of record and filed with the Registrar of Deeds of Cumberland County, Tennessee, are hereby ratified and affirmed and the Lots and Living Units described therein, shall become and be a part of The Properties only on such terms and at such times as therein provided.

Section 4.

Section 5.

ARTICLE III, Membership and Voting Rights in the Club, Section 1, Section 2 (B) (1) and Section 2 (C) be amended in its entirety by deleting the existing Section 1, Section 2 (B) (1) and Section 2 (C) and substituting therefor the following:

**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE CLUB**

Section 1. Membership. The Developer shall be a member of the Club so long as it shall be the record owner of a fee interest in any Lot or Living Unit which is part of The Properties and is subject by covenants of record to assessment by the Club. Also, every person or entity who is a record owner of a fee, or an undivided one-half fee interest in any Lot or Living Unit or the record owner of a Unit Committed to Interval Ownership, which is subject by covenants of record to assessment by the Club, or who has entered into a contract of purchase with the Developer covering such a Lot, Living Unit, or Interval Unit, shall be a member of the Club, provided that any such person or entity (except the Developer) who holds such interest merely as security for the performance of an obligation shall not be a member. Also, every person or entity who is a record owner of a fee, or undivided one-half fee interest in any Lot or Living Unit which is part of The Properties but is not subject to assessment by the Club, or any such person or entity who has entered into a contract of purchase with the Developer covering such a Lot or Living Unit may be a member of the Club but shall not be required to be a member.

Section 2.

A.

(1)

B.

(1) Regular Memberships.

(a) Every person who owns at least an undivided one-half interest in fee simple in any Lot or Living Unit sold by Developer after April 19, 1970, where the purchase price has been fully paid shall be a Regular Member of the Club. If the ownership of a Lot or Living Unit is so divided that no person owns as much as an undivided one-half interest, then a majority of the co-owners may designate not more than two of the co-owners to be the members of the Club for such Lot or Living Unit. There shall be one vote for each Lot or Living Unit, and if there is more than one Owner, then the co-owners must designate the member who is entitled to vote.

(b) Those Interval Owners owning Unit Week(s) including those who entered into a contract of purchase from the Developer shall be a Regular Member - interval owner - of the Club. Such members shall be entitled to exercise the privilege of regular membership only during the period of

* 114

their Unit Week(s). When an Interval Week(s) is owned by two or more co-owners then a majority of the co-owners of an individual Interval Week(s) may designate no more than two of such Interval Co-owner(s) to be the members of the Club during the period of their Unit Week(s), with remaining co-owners being entitled to guest privileges during the period of their Unit Week(s). An Interval Owner or Interval Co-owner as provided above may assign his membership privilege to persons (which shall be considered as designated licensees) who are occupying an Interval Unit by virtue of an Interval exchange program, provided that such designated Licensees shall be limited to not more than two memberships for each such Interval Living Unit. There shall be one vote for each Lot or Living Unit that is included in an interval ownership declaration and the Board of Directors of the interval owners association shall exercise these votes.

(2)

(3)

C. **Developer Membership:** The Developer, its successors and assigns, shall hold a Developer membership so long as it is the record owner of a Lot or Living Unit or where the Purchaser of such Lot or Living Unit has not paid the Developer in full for the purchase price of such Lot or Living Unit, which is part of The Properties and subject to dues assessments. Developer and its designated officers and agents shall be entitled to all of the privileges of a Regular Member and shall have the privilege of issuing temporary guest cards to the Club as it may deem necessary to assist in the sale and development of The Properties, so long as it shall be a member. Developer shall be entitled to ten (10) votes for each Lot or Living Unit of which it is the record owner or for which it holds a first lien to secure the unpaid balance of the purchase price, whether such Lot or Living Unit is subject to an outstanding contract of sale to a purchaser or not, provided such Lot or Living Unit is part of The Properties and subject to dues assessments.

**ARTICLE IV
UTILITY EASEMENTS**

(NO CHANGE)

**ARTICLE V
RESERVED PROPERTIES**

(NO CHANGE)

ARTICLE VI, Plan for Construction and Maintenance of Common Properties, be amended by adding the following new paragraph as Section 4:

ARTICLE VI
PLAN FOR CONSTRUCTION AND MAINTENANCE OF COMMON PROPERTIES

Section 1.

Section 2.

Section 3.

Section 4. Sewer. It is contemplated that sewer treatment facilities and a central sewer system shall be constructed, maintained and operated by the Community Club. This shall not preclude the Board of Directors of the Community Club from disposing of the system to a qualified operating company provided there is adequate assurance that such other parties can maintain, operate and construct such a system as needed for the continued growth of the Fairfield Glade development. The Community Club Board of Directors shall be the sole judge as to the time when the sewer system shall be constructed and extended and whether such extensions are within the financial capability of the Club and the reasonable need of the particular area. In the event the Club shall decide it is not economically feasible to extend the central sewer system to a particular area, it shall not be obligated to do so. To the extent not provided by public authorities, the cost of maintenance, capital improvements, operation, taxes and other expenses incident to the sewer facilities, shall be borne by the Club. The Board shall adopt a written sewer policy, which may be amended from time to time, and cause a copy of same to be maintained with the Secretary of the Club. In establishing such policy, the Board shall always give proper consideration to the primary purpose of the Community Club which is to encourage the residential and commercial development of Fairfield Glade as a desirable and viable resort community and accordingly shall consider the following factors and such others as the Board may deem proper from time to time: (1) the demand for housing in an established subdivision, (2) the economic feasibility of extending such system, (3) the health needs of the community and regulatory requirements of local, state and Federal authorities, (4) the need to provide available Lots for construction of new housing for those Lot Owners trading from areas that are not presently served by sewage collection facilities where such cannot economically be served at that time due to their location, (5) the need to encourage the continued growth of the permanent residential community by providing sewerer Lots for sale to persons who intend to move to the Fairfield Glade development and build a home, (6) the need to provide sewage collection for multiple-family areas, including second homes and guest housing, designed for non-resident property owners, their guests, sales prospects and resort guests, and (7) the need to provide central sewage collection for additional community facilities including shopping, amenities of various types and recreational facilities that enhance the attractiveness and the value of the community for all property owners and guests.

In connection with the above written policy, the Board shall establish from time to time reasonable fees for sewer service and reasonable fees for connections to the system. Such fees shall apply to all connections on a nondiscriminatory basis. The Board's policy relating to tie on fees and

service fees and extension of the central sewer system shall not discriminate against permanent residents, second home owners, timeshare or interval owners, multi-family areas whether used for guest accommodations and whether or not owned by the Developer, some third party or otherwise, or commercial development or amenities whether owned by the Developer or some other party or by the Community Club.

**ARTICLE VII
PLAN FOR CONSTRUCTION AND MAINTENANCE OF LIMITED COMMON PROPERTIES**

(NO CHANGE)

**ARTICLE VIII
PROPERTY RIGHTS OF THE COMMON PROPERTIES**

(NO CHANGE)

**ARTICLE IX
PROPERTY RIGHTS OF THE LIMITED COMMON PROPERTIES**

(NO CHANGE)

ARTICLE X, Covenant for Maintenance Assessments, Sections 1, 2, 4, 7, 10 and 11 be amended in their entirety and substituting therefore the following new Sections 1, 2, 4, 7, 10 and 11:

**ARTICLE X
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Limitation with Respect to certain "Article II, Section 1" Properties. Section 2 of this Article X shall not apply to any Property described in Article II, Section 1 if such Property was purchased from the Developer by the Owner or his transferors by contract or deed dated prior to April 20, 1970. On such properties contracted for sale prior to April 20, 1970, but deeded by Developer after such date, Developer may indicate the exception of such Property by reference in the deed or by a subsequent written and recorded statement. Also, Section 2 of this Article X shall not apply to any property owned by Developer if such property is situated in a subdivision that was added to The Properties by a Supplemental Declaration or Amended Supplemental Declaration after January 1, 1973.

Section 2. Creation of Lien. Except as provided in Section 1, the Developer for each Lot and Living Unit owned by it within The Properties and not subject to an outstanding contract of sale hereby covenants and each Owner of any Lot or Living Unit by acceptance of a deed therefor, or by entering into a contract of purchase with the Developer, whether or not it shall be so expressed in any such deed, contract of purchase, or other conveyance, shall be deemed to covenant and agree to pay to the Club: (1) annual assessments of charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The annual and special assessments, together with such interest thereon and cost of collection thereof as herein provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. The lien for unpaid dues shall be imposed as provided in Section 10 hereafter and upon such action a proper notice of lien or suit to foreclose shall be filed of record. Developer shall not be obligated to pay dues assessments on any Lot or Living Unit located within a subdivision brought within The Properties by Supplemental Declaration or Amended Supplemental Declaration filed after January 1, 1973, if such Supplemental Declaration or Amended Supplemental Declaration provided that the Developer would not be entitled to a Developer membership or voting rights and would not be obligated to pay dues on Lots and Living Units owned by it.

Section 3.

Section 4. Basis and Maximum of Annual Dues Assessment. The annual dues assessment for each Lot, Living Unit or Interval Week shall be fixed each year by the Board of Directors of the Club for all except Class A Charter Memberships. The annual assessment for Lots or Living Units committed to Interval Ownership may be fixed at a higher rate than the assessment for other memberships but shall not exceed two times the assessment for regular memberships.

The Board of Directors of the Club may classify areas in accordance with the level of improvements currently being furnished to such areas, and may reduce the assessments for any particular year as to the Lots in a particular area, if improvements have not yet been completed for such area.

Section 5.

Section 6.

Section 7. Date of Commencement of Annual Assessments: Due Date. The annual dues assessments provided for herein shall commence on the 1st day of May, 1970, except for Class A Charter Memberships, which shall commence on the 1st day of the month following acceptance by the Club of application for membership.

Dues assessments for Memberships shall be payable monthly, quarterly, semiannually or annually or as otherwise determined from time to time by the Board of Directors of the Club, for each type of membership. The Board shall have the authority at its option to establish reasonable discounts for such assessments as shall be prepaid annually, semiannually or quarterly. The first annual assessments shall be for the balance of the fiscal year in which the property becomes subject to this Declaration and shall be apportioned over the remaining months of such fiscal year, and payments shall be payable on the 1st day, or such other day as may be fixed by the Board of Directors of the Club, of each month for the remainder of the fiscal year. The assessments for any year, after the first year, shall become due and payable on the first day, or such other day as fixed by the Board of Directors of the Club, of each fiscal year, and shall be apportioned over 12 months and the first payment shall be payable on such day as fixed aforesaid, and the remaining payments payable on the same day of each month thereafter for the remainder of the year. In the event of default as to the periodic payment and if the default is not remedied within thirty (30) days, the Club shall have the option of declaring the assessment for the entire year due and payable.

The Board shall have the authority to establish different dates of payment, apportionment and collection criteria for payment of annual assessments on Lots Committed to Interval Ownership.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 4 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to The Properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 5 hereof shall be fixed in the resolution authorizing such assessment, and it shall also be payable monthly with the same option on the part of the Club in event of default.

Section 8.

Section 9.

Section 10. Effect of Non-Payment of Assessment; The Lien; Remedies of Club. If the assessments are not paid on the date when due (being the date specified in Section 7 hereof), then such assessment shall become delinquent as provided in Section 7 hereof and shall, upon the election of the Club to declare the entire assessment due and payable, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns.

If the assessment is not paid as provided in Section 7 and the Club shall declare the entire assessment due and payable, the assessment shall bear interest from date of delinquency at the highest rate of interest as allowed by law, and the Club may foreclose the lien against said property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust now or hereafter placed upon The Properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. Developer shall not be liable for any unpaid dues or assessments on any Lot or Living Unit which was subject to an outstanding contract of sale where the purchaser failed to pay such charges and defaulted on the contract to Developer, and any lien imposed

on such a Lot or Living Unit shall be subordinate to Developer's title provided that such subordination shall apply only to the assessments which have become due and payable prior to cancellation of the outstanding contract of sale.

Section 12.

**ARTICLE XI
PARTY WALLS**

(NO CHANGE)

ARTICLE XII, Architectural Control Committee, Section 1 be amended in its entirety by deleting Section 1 and substituting therefor the following Sections 1, 2 and 3:

**ARTICLE XII
ARCHITECTURAL CONTROL COMMITTEE**

Section 1. The Architectural Control Committee (A.C.C.) shall be composed of not less than three (3) nor more than seven (7) representatives appointed by and serving at the pleasure of the Board of Directors of the Community Club. The affirmative vote of a majority of the membership of the A.C.C. shall be required in order to adopt or promulgate any rules or regulations, or to make any findings, determinations, rulings or orders, or to issue any permit, authorization or approval pursuant to directives or authorizations by the A.C.C. The A.C.C. may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on all Lots or Living Units within The Properties and may adopt general statements of policy all of which may be amended or revoked by the A.C.C. from time to time. The A.C.C. shall also have the authority to appoint committees who shall have such powers and perform such functions as may be designated by the A.C.C. from time to time.

Section 2. Review by Committee. No building, fence, wall, improvement, or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alterations therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the A.C.C. In the event the A.C.C., or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 3. Waiver of Liability. Neither the A.C.C., nor its designated committees, nor Developer, nor any agent or employee of the foregoing shall be responsible in any way for any failure of the structures to comply with the requirements of this Declaration although a certificate of compliance has been issued, any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural

or other defects in any work done according to such plans and specifications and all persons submitting any such plans and specifications, and all persons relying thereon, agree not to sue or claim against the entities and persons referred to in Article XII for any cause arising out of the matters referred to in this Article XII and further agree to and do hereby release said entities and persons for any and every such cause.

**ARTICLE XIII
EXTERIOR MAINTENANCE**

(NO CHANGE)

ARTICLE XIV, Exhibit 1, Protective Covenants, subparagraphs Numbers 2 and 7 be amended in their entirety by substituting new Numbers 2 and 7 to read as follows:

**ARTICLE XIV
PROTECTIVE COVENANTS**

1.

2. Architectural Control Committee. When the Architectural Control Committee, hereinafter referred to as A.C.C., is referred to in these Protective Covenants, it shall mean the Architectural Control Committee appointed by the Board of Directors of the Club pursuant to Article XII of the Declaration.

3.

4.

5.

6.

7. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. The A.C.C. or its designated committee may adopt such reasonable rules and regulations pertaining to the placement of any boat, boat trailer, house trailer, tractor, motor home or similar vehicle or equipment stored or proposed to be stored or placed upon any Lot or Living Unit subject to these Protective Covenants.

8.

9.

(a)

- (b)
- (c)
- 10.
- 11.
- 12.
- (a)
- (b)
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- (a)
- (b)
- (c)
- 20.
- 21.
- 22.
- 23.
- 24.
- 26.
- 27.
- 28.

**ARTICLE XV
GENERAL PROVISIONS**

(NO CHANGE)

+2 122

* For sup. dec. of cov. + rest. (Shant, Blk. 10), see S. B. 439, pg. 760.
10-23-92. M. M.

* For 3rd amend. (Windsor Bluff, Blk. 1), see S. B. 443, pg. 251
1-7-93. M. M.

* For sup. dec. of cov. + rest. (Lot 167, Blk. 7 St. George) see S. B. 455
pg. 743. 9-15-93. M. M.

* For sup. dec. of cov. + rest. (St. George, Blk. 11 Seaside), see
S. B. 455, pg. 747. 9-15-93. M. M.

* For sup. dec. of cov. + rest. (Lancaster, Blk. 10), see
S. B. 461, pg. 659. 1-10-94. M. M.

* For 2nd amend. (Lancaster, Blk. 7) see S. B. 463, pg. 536
2-14-94. M. M.

* For 1st amendment, (Lancaster, Blk. 10), see S. B. 467, pg. 623
5-12-94. M. M.

* For Sup Dec. (Lot 382, Blk. 2 Canterbury) see S. B.
480, pg. 679. 1-10-95. M. M.

* For Sup Dec. (Lots 152-154, Blk. 5 Canterbury), see
S. B. 480, pg. 687. 1-10-95. M. M.

* For Sup Dec. (Lots 271 + 272, Blk. 1 Lake Catherine), see
S. B. 486, pg. 595. 5-9-95. M. M.

* For Sup Dec. (Lots 1-25, Blk. 1 + Lots 1-28, Blk. 2 Richmond Hills)
see S. B. 486, pg. 603. 5-9-95. M. M.

* For 1st amend (Lot 99, Blk. 3 Hlastowbury) see S. B. 487, pg. 523
5-26-95. M. M.

* For sup. rest. (Blk. 9 Windsor Bluff, Windsor Point), see
S. B. 490, pg. 61. 7-12-95. M. M.

* For sup. rest. (Lots 263-272, Blk. 4 Lake Catherine), see
S. B. 490, pg. 68. 7-12-95. M. M.

* For sup. rest. (Blk. 10 Forest Hill), see S. B. 490,
pg. 76. 7-12-95. M. M.

- * For sup. rest. (Lots 285 + 286, Blk. 1, David Hills), see S.B. 495, pg. 452
10-3-95. U.M.U.
- * For sup. rest. (Blk. 11, Forest Hill) see S.B. 498, pg. 46
11-7-95. U.M.U.
- * For sup. rest. (Blk. 11, Lancaster) see S.B. 498, pg. 52
11-7-95. U.M.U.
- * For sup. rest. (Blk. 1 Stonehenge), see S.B. 499, pg. 596.
12-5-95 U.M.U.
- * For sup. rest. (Blk. 12 Inert), see S.B. 499, pg. 605
12-5-95. U.M.U.
- * For sup. rest. (Lots 1-35 Blk. 2 Stonehenge) see S.B. 503
pg. 644. 2-14-96. U.M.U.
- * For 4th amendment (Laurel Ridge), see S.B. 504, pg. 21
2-20-96. U.M.U.
- * For rest. (Blk. 4 Stonehenge), see S.B. 505, pg. 212
3-7-96. U.M.U.
- * For rest. (Blk. 5 Stonehenge), see S.B. 505, pg. 218
3-7-96. U.M.U.
- * For 1st amendment (Lot 1, Blk. 4 Wilshire), see S.B. 509, pg. 390
5-8-96. U.M.U.
- * For rest. (Blk. 12, Forest Hill), see S.B. 514, pg. 222
7-31-96. U.M.U.
- * For rest (Brompton Courts Inert, Ph I), see S.B. 514,
pg. 583. 8-7-96 U.M.U.
- * For 1st amendment (Lake Catherine Inert, Ph. II), see
S.B. 514, pg. 740. 8-12-96. U.M.U.
- * For supplemental rest. (Lots 398 + 399, Blk 4 David Hills)
see S.B. 517, pg. 342. 9-25-96. U.M.U.
- * For supplemental rest. (Lots 273, 274 + 275, Blk 1 Lake Catherine)
see S.B. 517, pg. 351. 9-25-96. U.M.U.

(over)

- * For rest. (Blks 1, 2+3 Catonsville), see S.B. 519, pg. 397
10-28-96. M.M.
- * For rest. (Spring Lake, Blk. 1), see S.B. 525, pg. 765
2-14-97. M.M.
- * For ^{1st amend} rest. (Catonsville), see S.B. 527, pg. 316
3-10-97. M.M.
- * For rest. (Blk. 3 Stonehenge), see S.B. 527, pg. 320
3-10-97. M.M.
- * For ^{1st amend} rest. (Catherine Landman, Ph. II), see S.B. 527, pg. 331
3-10-97. M.M.
- * For sup. rest. (Lots 276-278, Blk. 1 Lake Catherine), see
S.B. 531, pg. 186. 5-5-97. M.M.
- * For sup. rest. (Lots 147-150, Blk. 5 St George), see
S.B. 531, pg. 196. 5-5-97. M.M.
- * For sup. rest. (Blk. 4 Catonsville), see S.B. 531,
pg. 206. 5-5-97. M.M.
- * For sup. rest. (Lots 287-290, Blk. 1 David Hills) see
S.B. 532, pg. 603. 5-29-97. M.M.
- * For cor. sup. rest. (Lots 287-290, Blk. 1 David Hills)
see S.B. 533, pg. 19. 6-2-97. M.M.
- * For 1st amendment (Lots 287-290, Blk. 1 David Hills)
see Book 1001, pg. 987. 7-22-97. M.M.
- * For 3rd amendment (Blk. 3, Lake Catherine), see
Book 1001, pg. 991. 7-22-97. M.M.
- * For sup. rest. (Blk. 10, North Hampton), see
Book 1001, pg. 994. 7-22-97. M.M.

- * For sup. rest. (Blk. 1 Otter Creek) see Book 1001, pg. 1000. 7-27-97. M.M.
- * For 1st amendment (Blk. 3 Stonehenge) see Book 1001, pg. 1006. 7-22-97. M.M.
- * For 1st amendment (Blk. 7 St. George) see Book 1001, pg. 1008. 7-22-97. M.M.
- * For sup. rest. (Lots 400 & 401, Blk. 4, Daniel Hill), see Book 1001, pg. 1224. 7-24-97. M.M.
- * Cor. " " 1003, pg. 993. 8-29-97. M.M.
- * For First Amendment (Stonehenge Bl 5) see Book 1005 pg. 1954 10-17-97 M.S.J.
- * For First Amendment (Stonehenge Bl 2) see Book 1005 pg. 1957 10-17-97 M.S.J.
- * For Sup. Rest (Lot 96-107 Bl 5 North Hampton) see Book 1005, pg. 1960 10-17-97 M.S.J.

This instrument prepared by: Warner, Warner, Hagon & Smith
Attorneys at Law
214 North Sixth Street
Fort Smith, Arkansas 72901

FAIRFIELD GLADE

CUMBERLAND COUNTY, TENNESSEE

DECLARATION OF COVENANTS AND RESTRICTIONS

DATED: MAY 1, 1970

DECLARATION OF COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Fairfield Communities Land Company, a Delaware Corporation, hereinafter referred to as "Developer", is the Developer of the lands hereinafter described in Article II of this Declaration; and,

WHEREAS, Developer is developing said lands as part of a common master plan of development and intends to add other lands to the development as herein provided under Article II and to create thereon a residential and commercial community with streets, water systems, recreational facilities of various types, and other common facilities for the use and benefit of the owners of the said properties described herein and the properties that may be added as provided under Article II; and,

WHEREAS, Developer desires to provide a method for the construction and maintenance of these facilities in order to provide for the preservation of property values in this community and for the maintenance of the streets, water systems, lakes, golf courses, playgrounds, parks, and other recreational and common facilities, and to accomplish this purpose, intends and does hereby subject the real property described in Article II, together with such additions as may hereinafter be made to the property in accordance with the provisions of Article II, to the covenants, restrictions, easements, liens and charges hereinafter set forth for the benefit of said property and each owner thereof; and,

For confirmed and restated declaration of Cov. & Rest., see. 208, 351, pg. 710, 2-8-88. CM, MN.

For sup. dec. of Cov. & Rest. for portion of Heatherhurst Golf Course, see. 208, 360, pg. 429, 7-22-88. CM, MN.
(over) 370

For amendment, see B. B. 885, pg. 593, 6-21-84. CM, MN.
" " 285, " 596, 6-21-84. CM, MN.

For Supplemental Covenants and Restrictions, see B. B. 100, Page 75, For and Amendment to Covenants and Restrictions, see B. B. 335, pg. 59, 10-22-86. CM, MN.
Red Book 259 Page 108
10/18/82
10-22-86
CM, MN.

WHEREAS, the Fairfield Glade Community Club, a non-profit corporation organized and existing under and by virtue of the laws of the State of Tennessee, with its principal office located in Fairfield Glade, Cumberland County, Tennessee, has joined in this Declaration, intending to bind itself to perform certain functions as hereinafter set forth, and to exercise the powers and duties as provided herein;

NOW, THEREFORE, the Developer declares that, except as otherwise provided herein, the real property described in Article II and such authorized additions thereto as may hereafter be made, is and shall be held, transferred, sold, conveyed and occupied, subject at all times to the covenants, restrictions, easements, liens and charges (collectively referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I - DEFINITIONS

Section 1. The following words, when used in this Declaration or any supplement hereto, or upon the plat of any properties described in Article II or any additional plats made subject to the provisions of this Declaration as provided in Article II, shall have the following meanings:

(A) "Property" or "Properties" shall mean and include all properties that are subject to this Declaration, including all additional land which may hereafter become subject to this Declaration in the manner provided in Article II; provided that Article II, Section 1 Properties shall not be included in such definition where such property is expressly excluded from an Article or a Section.

(B) "Article II, Section 1 Properties" shall mean all those properties described in Article II, Section 1 of this Declaration.

(C) "Club" shall mean and refer to Fairfield Glade Community Club, its subsidiaries, successors and assigns.

(D) "Common Properties" shall mean and refer to those

areas so designated upon any recorded subdivision plat of the property which are intended to be devoted to the common use and enjoyment of Owners of the properties and shall also mean and refer to any improvement or area designated by the Developer as Common Property in writing on the plat or by recorded instrument delivered to the Club, and shall specifically include, but not to the exclusion of other improvements which may hereinafter be designated as Common Properties by the Developer, the following: Roads and streets, lakes, golf course, tennis courts, swimming pools, marinas, permanent parks, and permanent recreational plots.

(E) "Limited Common Properties" shall mean and refer to those areas of land so designated upon any recorded subdivision plat of The Properties intended to be devoted to the common use and enjoyment of the owners of specifically designated property; and also those areas so designated from time to time by the Developer for the purposes aforesaid.

(F) "Roads and Streets" shall mean and refer to every way for passage by vehicle, whether or not dedicated to the owners exclusively or to the general public, and whether or not known by the name of road, street, avenue, place, lane or other name. The designation shall not mean private driveways.

(G) "Utility Easement" shall mean and refer to those areas of land designated on any recorded subdivision plat of The Properties as "Utility Easements," or as may be provided in or by this Declaration, or any Supplemental Declaration.

(H) "Reserved Properties" shall mean and refer to those areas of land designated on any recorded subdivision plat of The Properties as "Reserved Properties."

(I) "Lot" shall be the numbered lots in the numbered blocks as shown on any recorded subdivision plat of The Properties.

(J) "Commercial Lot" shall mean and refer to any lot so designated upon any recorded subdivision plat of The Properties, or as may be so designated by this Declaration, or any Supplement-

al Declaration.

(K) "Residential Lot" shall mean and refer to any lot so designated upon any recorded subdivision plat of The Properties, or as may be so designated by this Declaration, or any Supplemental Declaration.

(L) "Living 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.

(M) "Single Family Detached" shall mean and refer to any building intended for use by a single family and not attached to any other building.

(N) "Single Family Attached" shall mean and refer to any building containing one or more Living Units attached but each Living Unit located on a separate Parcel of Land.

(O) "Multifamily Structure" shall mean and refer to any building containing two or more Living Units located on a single Parcel of Land.

(P) "A Parcel of Land" may be less than a lot, a single lot, more than a lot, or several lots, or a plot of land described by a metes and bounds description.

(Q) "Owner" shall mean and refer to the record owner of a Parcel of Land, including the Developer, or other record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon The Properties.

(R) "Member" shall mean and refer to all those persons or entities who are members of the Club as provided in Article III, Section 1, hereof.

(S) "Developer" shall mean Fairfield Communities Land Co., its subsidiaries, and its successors and assigns.

(T) "Assessments", "Dues", "Dues Assessments." These words and each of them where used herein shall mean and include dues charged by the Club as an annual or monthly membership charge, as well as any regular, special or capital improvement assessment

or charge which the Club may impose on its membership in accordance with its Charter and By-Laws.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION:

ADDITIONS THERETO

Section 1. Properties. The real property, which shall be referred to herein as "Article II, Section 1, Properties" and which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration except where otherwise provided, is situated in the County of Cumberland, State of Tennessee, and is described as follows: (All filing references refer to the Register's Office, Cumberland County, Tennessee.)

Wilshire Addition,
Fairfield Glade: Block 1, Lots 1-207, per Plats filed in Plat
Book _____, Pages _____.

Section 2. Additions to Property.

(a) Developer shall have the right but not the obligation to bring within the plan of this Declaration additional properties, regardless of whether or not said properties are presently owned by the Developer, in future stages of the development, provided that such proposed additions shall be acceptable to the Club. Under no circumstances shall this Declaration or any Supplemental Declaration bind the Developer to make any further additions of properties to the Declaration.

(b) The additions authorized hereunder shall be made by filing of record a Supplemental Declaration of Covenants and Restrictions with respect to the additional property which shall extend the plan of the covenants and restrictions of this Declaration to such property, and the Owners, including the Developer, of Lots and Living Units in such additions shall immediately be entitled to all privileges herein provided.

(c) Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to

reflect the different character, if any, of the added properties as are not inconsistent with the plan of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or change the application of this Declaration to property then subject to the Declaration.

Section 4. Additions Limited to Developer. No one other than the Developer, shall have the right to place additional lands under the covenants and restrictions or to cause additional lands to be entitled to the benefits arising hereunder unless the Developer shall agree in writing with the Club that such additional lands may be included hereunder.

Section 5. Severability as to Each Property. Notwithstanding any provision contained herein, if any Lot or Lots or Parcel of land described in this Article II or in the future added to this Declaration as provided herein, shall for any reason fail to be validly bound by the terms of this agreement, such failure as to such Lot, Lots or Parcel shall in no way prevent or limit the effectiveness of this agreement with respect to all other properties that are properly included hereunder.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE CLUB

Section 1. Membership. The Developer shall be a member of the Club so long as it shall be the record owner of a fee interest in any Lot or Living Unit which is subject by covenants of record to assessment by the Club. Also, every person or entity who is a record owner of a fee, or an undivided one-half fee interest in any Lot or Living Unit which is subject by covenants of record to assessment by the Club, or who has entered into a contract of purchase with the Developer covering such a Lot or Living Unit, shall be a member of the Club, provided that any such person or entity (except the Developer) who holds such interest merely as security for the performance of an obligation shall not be a member. Also,

every person or entity who is a record owner of a fee, or undivided one-half fee interest in any Lot or Living Unit which is part of The Properties but is not subject to assessment by the Club, or any such person or entity who has entered into a contract of purchase with the Developer covering such a Lot or Living Unit may be a member of the Club but shall not be required to be a member.

Section 2. Classes of Membership and Voting Rights. The following classes of membership are established:

A. Memberships Restricted to Lot Owners whose property was purchased from Developer prior to April 20, 1970.

(1) CLASS A CHARTER MEMBERSHIPS: Every Lot Owner (including persons who have entered into a contract of purchase with Developer) who contracted to purchase property at Fairfield Glade prior to April 20, 1970, may join the Club as a Class A Charter Member. Each such membership shall have one vote for each Lot deeded to the member or members. This privilege of being a Class A Charter Member shall be transferred by such Lot Owner by sale of such Lot. Such memberships are voluntary and the members may resign at any time. If such a membership is terminated by resignation, failure to pay dues, or otherwise, it cannot be renewed. Dues on such memberships are fixed at \$25.00 per year and may not be raised without the affirmative vote of a majority of such members having a right to vote, who vote on the issue upon submission to them by the Club's Board of Directors. Rescission of a contract of purchase by the Developer for any reason shall terminate a membership based upon such contract.

B. Memberships for Lot Owners Whose Property was Purchased from Developers After April 19, 1970.

(1) Regular Memberships: Every person who owns at least an undivided one-half interest in fee simple in any Lot or Living Unit sold by Developer after April 19, 1970, shall be a Regular Member of the Club. If the ownership of a Lot or Living

Unit is so divided that no person owns as much as an undivided one-half interest, then a majority of the co-owners may designate not more than two of the co-owners to be the members of the Club for such Lot or Living Unit. There shall be one vote for each Lot or Living Unit, and if there is more than one Owner, then the co-owners must designate the member who is entitled to vote.

(2) Business Memberships: Each Entity, other than a person who owns the fee simple interest in any Lot or Living Unit sold by Developer after April 19, 1970, shall hold a Business Membership in the Club and, as such, shall be entitled to designate one family to enjoy the privileges of membership in accordance with the rules of the Club. There shall be one vote for each Lot or Living Unit, and the family designated as being entitled to the privileges of membership shall be entitled to vote the membership.

(3) Associate Memberships: Every person or entity who entered into a contract of purchase with the Developer after April 19, 1970, covering a Lot or Living Unit and who has not paid the Developer in full for the purchase price of the Lot or Living Unit, shall be an Associate Member of the Club. An Associate Member shall be entitled to all of the privileges of a member except the right to vote. Rescission of a contract of purchase by the Developer for any reason shall terminate the Associate Membership or Memberships incident to the contract of purchase rescinded.

C. Developer Membership: The Developer, its successors and assigns, shall be entitled to ten votes for each Lot or Living Unit of which it is the record owner, whether such Lot is subject to an outstanding contract of sale to a purchaser or not. Developer shall be entitled to all of the privileges of a member and shall have the privilege of issuing temporary guest cards to the Club as it may deem necessary to assist in sale and development of the properties, so long as it shall be a member.

ARTICLE IV

UTILITY EASEMENTS

Section 1. This Article does not apply to Article II, Section 1 Properties.

Section 2. Reservations of Utility Easements: Developer hereby reserves and is given a perpetual, alienable and releasable easement, privilege and right on, over and under the grounds as hereinafter designated of The Properties to erect, maintain and use electric and telephone poles, wires, cables, conduits, water mains, drainage lines and drainage ditches, or drainage structures, sewers and other suitable equipment and structures for drainage and sewerage collection and disposal purposes or for the installation, maintenance, transmission and use of electricity, telephone, gas, lighting, heating, water, drainage, sewerage, cable TV, and other conveniences or utilities on, in, over and under all of the Common Properties upon The Properties and on, in, over and under all of the easements including, but not limited to, Roads and Streets, shown on any subdivision plat of The Properties (whether such easements are shown on said subdivision plat to be for drainage, utilities or other purposes) and in, over and under a 5-foot strip at the back of each lot of The Properties and on, in, over and under a 5-foot strip along the interior of all side lot lines of each lot of The Properties and on, in, over and under a 5-foot strip at the front of each Lot of the Properties. The Developer shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in this Section or any such privileges, easements and rights reserved on any plat of the Properties except Article II Section 1 Properties. The owners, other than the Developer, of the lot or lots subject to the privileges, rights and easements referred to herein shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property which is subject to

said privileges, rights and easements. All such easements, including those designated on any plat of The Properties, are and shall remain private easements and the sole and exclusive property of the Developer.

ARTICLE V
RESERVED PROPERTIES

Section 1. Real Properties Designated as "Reserved Properties" are Reserved from Declaration and Plats. Any area upon a plat covered by this Declaration or any Supplemental Declaration designated as "Reserved Properties", shall remain the privately-owned and the sole and exclusive property of the Developer, and neither this Declaration nor any Supplemental Declarations nor the plats in connection with same shall in anywise apply to such "Reserved Properties" unless at a later time same shall be included under the provisions of the Declaration or a Supplemental Declaration as provided in Article II hereof.

Section 2. Utilities Reserved from Declaration. Utilities, unless conveyed by written instrument to the Club, are specifically reserved unto the Developer. It is contemplated utilities for The Properties shall be furnished either by Developer, its subsidiaries or related companies or by companies furnishing such services in the vicinity of The Properties and the Developer retains and has the exclusive right to negotiate contracts and agreements with such companies, under such conditions and for such consideration, which consideration shall belong to the Developer, as it shall deem proper under the circumstances. The utilities referred to shall include, but not be limited to:

Water System
Natural, Liquified or Manufactured Gas System,
Electrical System,
Telephone System
Antenna Television Transmission and
Distribution Facilities and System.

In the event the Developer elects to furnish any of the utility services aforesaid, it may organize a company, or companies, to

furnish such utility services, and shall have the right to enter into agreements with such company, or companies, to furnish the utility services reserved, or any of them, even though such company, or companies, so organized shall be wholly or partially owned by the Developer. Nothing herein contained shall be construed or interpreted as an obligation on the part of the Developer to provide the utilities reserved, although the Developer will use its best efforts consistent with economic feasibility to so provide same.

ARTICLE VI

PLAN FOR CONSTRUCTION AND MAINTENANCE OF COMMON PROPERTIES

Section 1. Water System. It is contemplated the water system shall be constructed by Developer. Developer shall be the sole judge as to the time when the water system shall be constructed and extended. In the event the Developer shall decide it is not economically feasible to extend the water system to a particular area, it shall not be obligated to do so until such time as it shall become economically feasible. Developer shall determine the most feasible manner of providing for a permanent central water system and may transfer ownership to the Club; in which event, the water system shall become a Common Property and shall be operated, maintained and improved by the Club and all revenues shall belong to the Club.

Section 2. Roads and Streets. It is contemplated the roads and streets shall be constructed by the Developer and that those roads and streets which are not dedicated to the general public will be a part of the Common Properties. However, the Developer shall be the sole judge as to when such roads and streets, whether dedicated to the public or as Common Properties, shall be constructed and extended from time to time. The Developer shall also be the sole judge as to the extent the roads and streets will be improved. In the event the Developer shall decide it is not economically feasible to extend improved roads or streets to a part-

ticular area, it shall not be obligated to do so. To the extent not provided by public authorities, the cost of maintenance, capital improvements, operation, taxes and other expenses incident to the roads and streets, regardless of whether dedicated to the public or as Common Properties, shall be borne by the Club which may levy assessments against each Lot and Living Unit as herein provided.

Section 3. Marina, Golf Course, and other Recreational Facilities. It is contemplated the Developer shall construct the Marina, Golf Course, and other Recreational Facilities, including Permanent Parks and Permanent Recreational Plots. The cost of maintenance, capital improvements, operation, taxes and other expenses incident to such Common Properties shall be the obligation of the Club, and shall be paid from dues or assessments against each Lot and Living Unit as herein provided, and also from fees for the use of the Common Properties. The Developer shall be the sole judge as to the time when the Marina, Golf Course, and other Recreational Facilities shall be constructed, and if the Developer shall decide that it is not economically feasible to construct any or a portion of such due to the failure to sell sufficient Lots or Living Units, it shall not be obligated to construct same.

ARTICLE VII

PLAN FOR CONSTRUCTION AND MAINTENANCE OF LIMITED COMMON PROPERTIES

Section 1. Construction and Maintenance. Developer may designate certain facilities as Limited Common Properties for the benefit of a particular area or for the benefit of particular classes of Club membership. Developer may also, but shall not be required to, restrict the right of owners of Lots or Living Units in specific areas from using some or all of the Common Properties. Maintenance, capital improvements, operation, taxes, and other expenses incident to these Limited Common Properties, shall be the obligation of the owners of the Lots or Living Units entitled to the use and enjoyment of the particular Limited Common Properties. If owners in a

certain area are restricted in their use of Common Properties of the Club, then the Club shall determine an equitable allocation of the dues and assessments charged or chargeable by the Club for use and maintenance of its various Common Properties so that such owners will be chargeable only with the share allocable to the Common Properties benefiting them. In order to perform construction and maintenance on Limited Common Properties built by Developer, Developer may organize a non-profit corporation which shall have as members all those owners of Lots and Living Units entitled to the use and enjoyment of the particular Limited Common Properties and the non-profit corporation shall have, as to such Lots and Living Units, the same powers which the Club has as provided in this Declaration, including the power to levy dues and assessments against such particular Lots and Living Units in order to obtain funds for such Limited Common Properties.

Section 2. Upon the failure of the non-profit corporation belonging to the owners of the property entitled to the use and enjoyment of the particular Limited Common Properties to provide for the construction and maintenance of the particular Limited Common Properties, the Club may perform same and apportion the charge against the Lots and Living Units entitled to the benefit of the particular Limited Common Properties and same shall constitute a lien against such property subject only to the lien by reason of a first mortgage or deed of trust against such property.

ARTICLE VIII

PROPERTY RIGHTS OF THE COMMON PROPERTIES

Section 1. Members' Easement of Enjoyment. Subject to the provisions of Article IV, Article VII and Section 3 of this Article VIII, every member, so long as such membership shall continue, shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit.

Section 2. Title to Common Properties. The Developer shall

convey the Common Properties to the Club after the construction of same is completed, or at an earlier time.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Developer and/or the Club to borrow money for the purpose of constructing, improving and maintaining the Common Properties and in aid thereof to mortgage said properties or execute a deed of trust or other trust instrument covering such properties. In the event of default upon any such mortgage, the lender shall have a right, after taking possession of such properties, to charge service or use charges, admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Club and all rights of the Members shall be fully restored; and,

(b) the right of the Club to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and,

(c) the right of the Club to suspend the enjoyment rights of any Member for any period during which any assessment, service or use charge, remains unpaid, and for any period not to exceed thirty days for any infraction of its published rules and regulations; and,

(d) the right of the Club to charge reasonable service or use charges, admission and other fees for the use, service and enjoyment of the Common Properties; and,

(e) the right of the Club to make the golf course and other recreational facilities available by lease, or otherwise, subject to sub-paragraph "f" hereof, to another Country Club, which shall be a non-profit corporation, with the right of the other country club to charge dues to members and permit persons who are not members to become members of the other country club for a membership payment and also for payment of dues, and with the understanding the other country club shall have the right to make rules and regulations which shall be enforceable as to members; and,

(f) the right of the Developer until all Lots and Living Units located within The Properties shall have been sold to make use of the Common Properties to encourage sales; and,

(g) the right of individual members to the exclusive use of parking spaces as provided in Section 4 hereof; and,

(h) the right of the Club to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer shall be effective unless such action shall be approved by a vote of 51% of the membership, and unless written notice of the proposed agreement and action thereunder is sent to every member at least ninety days in advance of any action taken.

Section 4. Parking Rights. Subject to reasonable rules and conditions, the Club shall maintain and designate at least one parking space conveniently located with respect to each Living Unit for which the Developer may request same and such parking space shall be for the exclusive use of members residing therein, their families or guests. The use of such space by any other member, or person, may be enjoined by the Club or the member entitled thereto. The right of the exclusive use of such parking space and to its maintenance by the Club shall be appurtenant to and shall pass with title to each Living Unit.

ARTICLE IX

PROPERTY RIGHTS OF THE LIMITED COMMON PROPERTIES

Section 1. Owners' Easement of Enjoyment. Lands designated upon plats at "Limited Common Properties", and also as may be so designated from time to time by the Developer, shall be devoted to the common use and enjoyment of the owners of specifically designated Lots and Living Units to the exclusion of the common use and enjoyment of other owners of Lots and living Units upon The Properties. The owners of the specifically designated Lots and Living Units, subject to Article IV hereof, shall have a right and easement of enjoyment in and to the particular Limited Common Properties and such easement shall be appurtenant to and shall pass with every such specifically designated Lot or Living Unit.

Section 2. Title to Limited Common Properties. The Developer may retain the legal title to the Limited Common Properties until construction of any improvements is completed and shall then convey the title of the particular Limited Common Properties to the non-profit corporation created to serve such Limited Common Properties as provided in Article VII; or, if Developer deems it more desirable and the Club agrees, then Developer may convey to the Club and it shall perform as provided in Section 2, Article VII hereof.

ARTICLE X

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Limitation with Respect to certain "Article II, Section 1" Properties. Section 2 of this Article X shall not apply to any Property described in Article II, Section 1 if such Property was purchased from the Developer by the Owner or his transferors by contract or deed dated prior to April 20, 1970. On such properties contracted for sale prior to April 20, 1970, but deeded by Developer after said date, Developer may indicate the exception of such Property by reference in the deed or by a subsequent written and recorded statement.

Section 2. Creation of Lien. Except as provided in Section 1, the Developer for each Lot and Living Unit owned by it within The Properties hereby covenants and each Owner of any Lot or Living Unit by acceptance of a deed therefor, or by entering into a contract of purchase with the Developer, whether or not it shall be so expressed in any such deed, contract of purchase, or other conveyance, shall be deemed to covenant and agree to pay to the Club: (1) annual assessments of charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as herein provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made.

Section 3. Purpose of Assessments. The assessments levied hereunder by the Club shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and the improvements situated upon The Properties, including but not limited to the payment of taxes and insurance thereon, and construction of capital improvements, repair, replacement, and additions thereto, and for the cost of labor, equipment,

materials, management and supervision thereof. The limitation aforesaid shall not preclude the use of assessments levied hereunder for maintenance of roads and streets within The Properties, even though same have been dedicated to the public.

Section 4. Basis and Maximum of Annual Dues Assessment. Effective April 20, 1970, the annual dues assessment shall be \$60.00 per Lot or Living Unit for all memberships except Class A Charter Members, which shall be \$25.00. The annual assessment may be changed by the Board of Directors of the Club for all except Class A Charter Memberships.

The Board of Directors of the Club may classify areas in accordance with the level of improvements currently being furnished to such areas, and may reduce the assessments for any particular year as to the Lots in a particular area, if improvements have not yet been completed for such area.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments, the Club may levy against all members except Class A Charter Members a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the roads and streets or other Common Properties within The Properties, even though same may have been dedicated to the public, and also a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall be for a stated period of time and shall be levied by affirmative vote of 51% of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty days in advance and shall set forth the purpose of the meeting. Class A Charter Members shall not be subject to such assessments and need not be given notice of any meeting called to make such assessments nor shall they be entitled to vote at such a meeting.

Section 6. Quorum for Any Action Authorized Under Section 5. The Quorum of any action authorized by Section 5 hereof shall be as follows:

At the first meeting called as provided in Section 5 hereof, the presence at the meeting of Members or of proxies, entitled to cast 50% of the total votes that may be cast on the particular question to be presented, shall constitute a quorum. If the required quorum is not forthcoming at any meeting, the meeting may be recessed to a day and time certain not less than seven days nor more than thirty days thereafter, and notice of such date shall be given. The required quorum, when the meeting reconvenes, shall be one-half of the previously required quorum, but may not be less than 10% of the total voting memberships.

Section 7. Date of Commencement of Annual Assessments: Due Date. The annual dues assessments provided for herein shall commence on the 1st day of May, 1970, except for Class A Charter Memberships, which shall commence on the 1st day of the month following acceptance by the Club of application for membership.

Dues assessments for Memberships shall be payable monthly, or as otherwise determined from time to time by the Board of Directors of the Club, for each type of membership. The first annual assessments shall be for the balance of the calendar year in which the property becomes subject to this Declaration and shall be apportioned over the remaining months of such calendar year, and payments shall be payable on the 1st day, or such other day as may be fixed by the Board of Directors of the Club, of each month for the remainder of the calendar year. The assessments for any year, after the first year, shall become due and payable on the first day, or such other day as fixed by the Board of Directors of the Club, of January of each year, and shall be apportioned over 12 months and the first payment shall be payable on such day of January as fixed aforesaid, and the remaining payments payable on the same day of each month thereafter for the remainder

of the year. In the event of default as to a monthly payment and if the default is not remedied within thirty days, the Club shall have the option of declaring the assessment for the entire year due and payable.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 4 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to The Properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 5 hereof shall be fixed in the resolution authorizing such assessment, and it shall also be payable monthly with the same option on the part of the Club in the event of default.

Section 8. Duties of the Board of Directors. The Board of Directors of the Club shall fix the date of commencement and the amount of the assessment against each Lot or Living Unit for each assessment period at least thirty days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessment applicable thereto which shall be kept in the office of the Club and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto. The Club shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Club, setting forth whether said assessments have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Delegation of Collection of Assessment. The Club may delegate to Developer the duty of collecting the dues assess-

ments, but all such collections shall belong to the Club. Due to the common interest of the Developer and the Club, the Club in the delegation of the collection of the assessments may agree that the failure on the part of an Owner to pay an assessment as herein provided shall be a reason or ground for which the Developer may rescind a contract of sale as to a Lot or Living Unit.

Section 10. Effect of Non-Payment of Assessment; The Lien; Remedies of Club. If the assessments are not paid on the date when due (being the date specified in Section 7 hereof), then such assessment shall become delinquent as provided in Section 7 hereof and shall, upon the election of the Club to declare the entire assessment due and payable, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns.

If the assessment is not paid as provided in Section 7 and the Club shall declare the entire assessment due and payable, the assessment shall bear interest from date of delinquency at the rate of 6% per annum, and the Club may foreclose the lien against said property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust now or hereafter placed upon The Properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure,

or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 12. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

Common Properties,
Limited Common Properties,
Utility Easements and all other Easements,
Reserved Properties,
Utilities,
Water System and Properties.

ARTICLE XI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the home upon The Properties and placed on the dividing lines between Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful

act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved.

ARTICLE XII

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Review by Committee. No building, fence, wall, improvement, or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alterations therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of Developer, or by an Architectural Control Committee composed of three or more representatives appointed by said Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE XIII

EXTERIOR MAINTENANCE

Section 1. In the event the Owner of any Lot or Living Unit shall fail to properly provide for exterior maintenance as to buildings or grounds the Developer or the Club may, but shall not be obligated to, provide exterior maintenance as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Lot or Living Unit upon which such maintenance is done and shall be added to and become a part of the annual assessment or charge to which such Lot or Living Unit is subject under Article X hereto and, as part of such assessment or charge, it shall be a lien subject, however, to lien by reason of a first mortgage or first deed of trust, and shall become due and payable in all respects as provided in Article X hereof. Upon collection by the Club, the cost shall be paid to Developer, if the Developer has performed the work.

Section 3. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article XIII, the Developer or the Club through its respective duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any Living Unit at reasonable hours on any day except Sunday.

ARTICLE XIV .

PROTECTIVE COVENANTS

Attached hereto as "Exhibit 1" and incorporated herein by reference as fully as though set forth word for word are protective

covenants. Such covenants shall be considered to be part of the "Declaration" and shall apply to and bind all of The Properties except Article II Section 1 Properties. Paragraphs 11 and 12 of the Protective Covenants shall apply to and bind Article II Section 1 Properties except those Lots purchased by the Owner or his transferor owners from the Developer by contract or deed dated prior to April 20, 1970.

ARTICLE XV

GENERAL PROVISIONS

Section 1. Duration. All provisions, covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Club, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of 25 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by the then Owners of two-thirds of the Lots or Living Units has been recorded, agreeing to change said covenants and restrictions in whole or in part. For purposes of meeting the two-thirds requirements, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted. Provided, however, that no such agreement to change shall be effective unless made and recorded 3 years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least 90 days in advance of any action taken.

Section 2. Notices. Any notice given or required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the United States mail with postage paid, addressed to the last

known address of the person who appears as Member, Associate Member or Owner on the records of the Club at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Club or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Assignability. All provisions of this Declaration shall be binding upon and shall inure to the benefit of the parties, their successors and assigns. Developer or the Club may assign or convey all or any part of their rights, privileges or obligations hereunder at any time, but such assignment or conveyance shall not relieve the assignor from fulfilling its obligations hereunder or causing them to be fulfilled by such assignee.

Section 5. Amendments. The provisions of this Declaration may be amended if such amendment is adopted by affirmative vote of a majority vote of the votes cast by the voting members of the Club and such amendment is also adopted by Developer. Any such amendment must be in writing and properly executed and recorded.

Section 6. Limitation with Respect to Certain Article II Section 1 "Properties". Articles XI, XII and XIII shall not apply to any Property described in Article II Section 1 if such Property was purchased from Developer by the Owner or his transferors by contract or deed dated prior to April 20, 1970.

Section 7. Severability. Invalidation of any provision, covenants or restriction contained herein shall not invalidate any other provisions and they shall remain in full force and effect.

IN WITNESS WHEREOF, FAIRFIELD COMMUNITIES LAND COMPANY,
Developer herein, and FAIRFIELD GLADE COMMUNITY CLUB, Club herein,
have executed this agreement for the purposes as set forth and have
caused this Declaration to be executed by their duly authorized
corporate officers this 1st day of May, 1970.

FAIRFIELD COMMUNITIES LAND COMPANY

By Joseph H. Jacobus
President

ATTEST:

C. R. Warner
Secretary

DEVELOPER

FAIRFIELD GLADE COMMUNITY CLUB

By Yael S. Simonson
President

ATTEST:

C. R. Warner
Secretary

CLUB

ACKNOWLEDGMENT

STATE OF Arkansas)
COUNTY OF Sebastian) ss.

On this 1st day of May, 1970, before me, the under-
signed, a Notary Public duly commissioned, qualified and acting,
within and for said County and State, appeared in person the
within-named George A. Jacobs and C. R. Warner, Jr.,
to me personally well known, who stated that they were the
President and Secretary of FAIRFIELD COMMUNITIES LAND COMPANY,
a corporation, respectively, and were duly authorized in their
capacities to execute the foregoing instrument for and in the
name and behalf of said corporation, and further stated and
acknowledged that they had so signed, executed and delivered said
foregoing instrument for the consideration, uses and purposes
therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
official seal this 1st day of May, 1970.

Eddie Ruth Ewing
Notary Public



My commission expires:
5.0.24, 1973

ACKNOWLEDGMENT

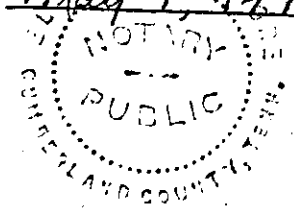
STATE OF Tennessee)
COUNTY OF Cumberland) ss.

On this 8th day of May, 1970, before me, the under-
signed, a Notary Public duly commissioned, qualified and acting,
within and for said County and State, appeared in person the
within-named Neal J. Simonson and C. R. Warner, Jr.,
to me personally well known, who stated that they were the
President and Secretary of FAIRFIELD GLADE COMMUNITY CLUB,
a corporation, respectively, and were duly authorized in their
capacities to execute the foregoing instrument for and in the
name and behalf of said corporation, and further stated and
acknowledged that they had so signed, executed and delivered said
foregoing instrument for the consideration, uses and purposes
therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
official seal this 8th day of May, 1970.

Elaine Rose Elmore
Notary Public

My commission expires:
May 1, 1971



PROTECTIVE COVENANTS

1. Application. These Protective Covenants shall apply to all of the Properties as provided in the Declaration. They shall also apply to additions to the Properties unless the Developer shall specifically except from these Protective Covenants such additions or a portion thereof in the Supplemental Declaration by which the Developer subjects such additions to this Declaration.

2. Architectural Control Committee. When the Architectural Control Committee, hereinafter referred to as A.C.C., is referred to in these Protective Covenants, it shall mean either the Board of Directors of the Developer or the Architectural Control Committee appointed by the Board of Directors pursuant to Article XII of the Declaration.

3. Amendment, Rescission or Additions. Developer may amend, rescind or add to the Protective Covenants from time to time, but unless the Lots are specifically exempted from the Protective Covenants by the Declaration or a Supplemental Declaration at the time the Lots are subjected to the plan of the Declaration, such Amendment, Rescission or Additions shall not make the Protective Covenants as to those Lots zoned as Residential less restrictive than as provided in the Federal Housing Administrations' then current edition of "Minimum Property Standard for Single Living Units."

4. Zoning. The notes upon the recorded subdivision plats shall control as to use of the Lots reflected thereon unless changed as provided in Paragraph 3 above. Structures upon Lots designated as commercial or industrial upon a recorded subdivision plat shall be entirely controlled as to kind, shape, height, materials, and other features by the A.C.C. and may be used for residential or other purposes with consent of the A.C.C. The A.C.C.

may change the use classification of Lots to permit a residential use of a Lot restricted to commercial or industrial with the consent of the Owner of the Lot. As to Lots designated as Residential Lots upon a recorded subdivision plat, the notes upon the recorded subdivision plat shall control regarding the residential structure types (Single Family Detached, Single Family Attached and Multifamily Structure) which shall be permitted, provided that Single Family Detached is a permitted use on any such property regardless of designation. The notes upon the recorded subdivision plat shall also control as to minimum square footage of each Single Family Detached structure, Single Family Attached structure, as well as each Living Unit in a Multifamily structure. Provisions of Article XII shall control as to kind, shape, height, materials, et cetera, in regard to all structures erected upon or moved upon Residential Lots.

5. No residential lot shall be used except for residential purposes or, with permission of the A.C.C., non-profit, civic, religious, educational and community purposes such as, but not limited to, churches, schools, fire and police stations, community buildings, libraries or parks. On Single Family Detached lots no residential building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two and one-half (2 1/2) stories in height and private garages for the occupants' vehicles and other outbuildings incidental to the residential use of the lot.

6. Resubdivision. No lot shall be subdivided except upon written approval of the A.C.C.

7. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

8. Setbacks. No building shall be placed closer to the Roads and Streets than a setback line shown on a recorded

subdivision plat and if no setback line is shown, then the applicable setback shall be 25 feet, except where such requirement creates an undue hardship upon the Owner, such setback may be modified as necessary to prevent the hardship by the A.C.C.

9. Side Yards. Where Lots are zoned as Residential, the following shall apply, unless the recorded plat provides otherwise:

(a) A Single Family Detached structure or any building incident thereto shall not be closer to a side lot line than 5 feet, except where such restriction creates an undue hardship upon the Owner the A.C.C. may modify this restriction so as to alleviate the hardship;

(b) A Single Family Attached structure shall not be required to have a side yard, and a common or party wall may be constructed upon the dividing lines between Lots so that the wall may be partially upon one Lot and partially upon the other, or said common wall may be entirely upon one of the two lots involved.

(c) There shall be no requirements as to a side yard where Multifamily structures are involved, and subject to approval by the A.C.C., Multifamily structures may be constructed up to or upon the dividing lines between Lots.

The A.C.C. shall decide all questions relative to locations of Commercial structures upon Lots where such structures are permitted.

10. Land Near Lakes, Water Courses, Golf Courses, Permanent Parks, Permanent Recreational Plots. No building shall be placed nor shall any material or refuse be placed or stored upon any Lot or other Parcel of Land within 20 feet of the property line of any Lake or within 20 feet of the edge of any open Water Course, or within 20 feet of the property line of any Golf Course, Permanent Park or Permanent Recreational Plot. Clean fill may be placed nearer to the property line of a Lake or the edge of

an open Water Course in the event the written permission of the A.C.C. is first obtained. Likewise, by written permission of the A.C.C., a boat dock or boat house may be placed closer than 20 feet to the property line of a Lake or the edge of an open Water Course. The decision of the A.C.C. as to the permission aforesaid shall be final and conclusive.

11. Construction of Buildings. The contractor, builder, person or entity constructing a building upon The Properties shall, prior to beginning the construction of any such building, furnish to the A.C.C. proof that a suitable completion bond has been made to insure completion of the building and to indemnify the Owner against material and mechanic liens. At the same time there shall be furnished to the A.C.C. satisfactory proof that builders' risk insurance, including Workmen's Compensation insurance, if applicable, will be in effect for the construction period. If the Owner is his own builder, he shall furnish to the A.C.C. such credit information and proof of financial ability to complete the building within the time requirements of these Protective Covenants, as shall be required by the A.C.C. In such case, the Owner shall also furnish to the A.C.C. proof of builders' risk insurance, including Workmen's Compensation insurance, if applicable, to be in effect for the construction period.

12. Time for Completion of Buildings. Commercial structures, Single Family Attached structures, and Multifamily structures shall be completed according to plans and specifications both as to exterior and interior within such time as shall be fixed by the A.C.C. when the plans and specifications for the particular structure are approved by the A.C.C. The following shall apply to the construction of a Single Family Detached structure as well as garage and outbuildings permitted:

(a) The exterior of any Single Family Detached structure, garage, or outbuildings permitted which shall be erected upon or moved upon any Lot of The Properties covered by these

Protective Covenants shall be completely finished within six months of the date of the start of construction.

(b) The interior of any Single Family Detached structure, garage or outbuildings permitted, which shall be erected upon or moved upon a Lot of The Properties covered by these Protective Covenants shall be completely finished within twelve months following the start of construction.

The contractor, builder or Owner will submit all structures to inspection by the A.C.C. as required to determine compliance with completion dates as herein provided or as may be provided by the A.C.C. In the event of non-compliance with completion dates as herein provided, the Developer and/or the Club shall have the right, but not the obligation, to hire a contractor and/or contractors (including Developer) to perform the work and furnish the materials necessary for compliance and the particular party acting shall bill the Owner for the amount expended plus 12% for administration. In the event the Owner does not pay same, the Developer and/or the Club, as the case may be, shall have the legal right to file a lien against the property involved and proceed in law or equity to sell the property to obtain said charges. All money received over and above said charges and court costs shall be paid over to the Owner.

13. Electric Wiring and Plumbing. Electric wiring and plumbing installed in any structure erected upon or moved upon The Properties shall be in accordance with standards prescribed by the A.C.C.

14. Sewage Disposal. No privately-owned sewage disposal system shall be permitted upon any Lot or Parcel of Land of The Properties covered by these Protective Covenants unless such system is designed, located and constructed in accordance with requirements, standards and recommendations of the State Health Department and approved by the A.C.C.

15. Water Supply. No privately-owned water system shall

be permitted upon any Lot or Parcel of Land of The Properties covered by these Protective Covenants unless such system is designed, located and constructed in accordance with requirements, standards and recommendations of the State Health Department and approved by the A.C.C.

16. Outbuildings. Outbuildings or accessory buildings, such as a garage, servants' quarters or guest house, shall be permitted on Lots upon which a Single Family Detached structure has been constructed or is under construction; provided the building and/or buildings are occupied by servants employed on the premises or temporarily by guests, and are not occupied as rental units by non-servant or non-guest occupants, and provided the A.C.C. shall approve the design, plans, specifications, et cetera, of such buildings.

Outbuildings or accessory buildings permitted upon Lots or Parcels of Land upon which there is constructed a commercial building, Single Family Attached structure, or Multifamily structure, shall be entirely within the discretion of the A.C.C.

17. Protective Screening. There shall be compliance with all protective screening areas as reflected upon any recorded subdivision plat of The Properties. Except as otherwise provided herein regarding street intersections under "Sight Distance at Intersections", shrub plantings, fences or walls shall be maintained throughout the entire length of such areas by the Owner or Owners at their own expense to form an effective screen in order to protect and beautify the area. No building or structure except a screening fence or wall or utility or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utility and drainage facilities.

18. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations

between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

19. Signs. All signs are prohibited in areas zoned upon any recorded subdivision plat as Residential except:

(a) Signs erected by the Club for identification of streets, traffic control and directional purposes;

(b) Signs of a temporary nature advertising property for sale and construction signs, which signs shall not exceed 5 square feet in area;

(c) Signs erected by Developer in connection with its sales program.

The erection of signs in areas zoned commercial upon any recorded subdivision plat shall require a permit of the A.C.C. and no such sign, except as provided in sub-paragraph (a) above shall be erected without the permit of the A.C.C.

20. Model Houses. No provision of these Protective Covenants shall preclude the Developer in furtherance of its sales program from erecting, maintaining and utilizing Model Houses in any area zoned upon a recorded subdivision plat as Residential for such purposes as it may consider necessary during the development stages.

21. Businesses Prohibited in Residential Areas. Except for the business of the Developer in furtherance of its sales program the practice of any profession or the carrying on of any business

is prohibited within any area zoned as Residential upon any recorded subdivision plat of The Properties.

22. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved in the Declaration and will be reserved in any Supplemental Declaration and may also be reserved as indicated upon any recorded subdivision plat of The Properties. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels within the easements, or which may obstruct or retard the flow of water through drainage channels within the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which the Club, a public authority or utility company is responsible.

23. Nuisances. No obnoxious or offensive activity shall be carried on upon any Lot or Parcel of Land of The Properties.

24. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or Parcel of Land of The Properties, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

25. Garbage and Refuse Disposal. No Lot or Parcel of Land of The Properties shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in a clean and sanitary condition, and disposition of same shall be prompt.

26. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or Parcel of Land of The Properties, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or

Parcel of Land. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or Parcel of Land.

27. Conflict With Declaration. The provisions of the Declaration shall prevail in all respects as to these Protective Covenants, in the event of conflict between these Protective Covenants and the Declaration.

28. Enforcement. These Protective Covenants shall be enforced as provided in this Declaration of which the Protective Covenants are a part.

STATE OF TENNESSEE, CUMBERLAND COUNTY

The foregoing instrument and certificate were noted in Note Book L, Page 130 At 1:40 O'clock A.M. May 8 1970
and recorded in Book 97, Series Page 370 State Tax Paid \$ Fee Recording Fee 38.00 Total \$ 38.00

Witness My hand:
Receipt No. 9818

W. C. H. Drenick
Register