

**SUPPLEMENTAL RESTRICTIVE COVENANTS
APPLICABLE TO
DEER CREEK,
SECTION E (GOOSE POINTE)**

WHEREAS, the Deer Creek Homeowners' Association ("Association") and Deer Creek Golf Community, L.L.C. ("Major Owner/Developer") desire to establish for the mutual benefit, interest and advantage of each and every person or other entity hereafter acquiring any portion of the properties, certain rights, easements, privileges, obligations, restrictions, covenants, liens, assessments, and regulations governing the use and occupancy of the properties and the maintenance, protection and administration of the common use facilities thereof, all of which are declared to be in furtherance of a plan to promote and protect the operative aspects of residency or occupancy in the Properties, and on all portions thereof, and are intended to be covenants running with the land which shall be binding on all parties having or acquiring in the future any right, title or interest in and to all or any portion of the Properties, and which shall inure to the benefit of each present and future owner thereof.

NOW, THEREFORE, for and in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the property known as Deer Creek, Section E (Goose Pointe), a subdivision, a plat of which is recorded in the Register's Office of Cumberland County, Tennessee in Plat Cabinet 10, Slide 364 (the "Goose Pointe Plat"), is subject to the Amended and Restated Declaration of Covenants, Conditions and Restrictions For Deer Creek recorded in Warranty Deed Book D522, Page 474, Register's Office of Cumberland County, Tennessee (the "Primary Restrictions") and is further restricted (hereinafter called "Supplemental Restrictions") as follows:

1. No building shall be constructed or maintained on any lot which extends over the set-back lines, as shown on the plat recorded in Plat Cabinet 10, Slide 364, Register's Office, Cumberland County, Tennessee (the "Goose Pointe Plat"). The Major Owner/Developer shall have the right to amend or alter, with the approval of the appropriate planning commission, the minimum set-back lines for each lot.
2. Any residence erected on any lot and/or tract, as shown on said plat, shall have a minimum living area of 2,200 square feet. Two story residences shall contain no less than 2,600 square feet of living area. In addition, each residence shall have an attached two-car garage or larger. Garages, carports, porches, basements, and similar spaces shall be in addition to and not included in above-stated minimum square foot requirements.
3. All driveways within the boundaries of the Goose Pointe Plat shall be constructed of concrete. Driveways must be completed within one year of completion of construction of the residence erected on any lot and or tract.
4. Prior to the completion of construction of the residence on any lot, the lot owner must also have constructed a sidewalk running parallel to the front of the property line of the lot, extending from one side line of the lot to the other side line. The edge of sidewalk shall be located three (3) feet from the street curbs, and shall be four (4) feet wide, and shall otherwise be constructed in aesthetic conformity with sidewalks in front of other residences within the Goose Pointe Plat. Further, sidewalks shall be constructed of regular concrete, 4000 PSI (i.e., no exposed aggregate finish). The location and forming of sidewalks must be

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Deer Creek*

inspected and approved by Major Owner/Developer prior to the pouring of the concrete. After construction is finished, all sidewalks shall thereafter be maintained in good condition and repair by the lot owner upon whose lot the sidewalk is located.

5. Each residence owner shall be responsible to furnish for his/her residence a combination mailbox, house number identification system and newspaper delivery system which shall be designed to coincide with the architectural décor of the residence and enclosed in brick, stucco, drivet, or natural stone.
6. Any propane tanks must be installed underground. Developer retains the right to grant a variance to this requirement.
7. Deer Creek, Section E (the property within Goose Pointe Plat) will be subject to a special assessment as provided in Article X, Section 3 in The Amended and Restated Declaration of Covenants, Conditions And Restrictions For Deer Creek recorded in Warranty Deed Book D522, Page 474, Register's Office of Cumberland County, Tennessee. The special assessment shall be assessed to the owner(s) to maintain the common area within Section E (the Goose Pointe Plat), such as landscaping, including without limitation, water for maintaining said landscaping, decorative structures along the entrance and street for Goose Pointe, and the electricity bill for the street lighting of the development within the Goose Pointe Plat.
8. Violation or threatened violation of any of the aforesaid restrictions shall subject the violator-lot owner to specific performance and/or mandatory injunctive relief in law or in equity. The lot owner and/or the Major Owner/Developer, may enforce the covenants contained herein by bringing an action or actions at law or equity against any person, persons, or entity violating or attempting to violate any such covenant or restriction, either through a restraining violation or to recover damages therefor, or both. The alleged violating lot owner shall respond in damages for the loss of time and trouble encountered, and all attorney's fees reasonably incurred in enforcing these restrictions. They shall be deemed covenants running with the land. It is further agreed by any purchaser of lots so restricted by his acceptance of a deed thus restricted, that these restrictions are a substantial portion of the consideration exchanged in said conveyance, without which the conveyance would not have been made.
9. The restrictions stated herein are subject to and include the same provisions as stated in Article XIV, Section 2 in The Amended and Restated Declaration of Covenants, Conditions And Restrictions For Deer Creek recorded in Warranty Deed Book D522, Page 474, Register's Office of Cumberland County, Tennessee.
10. To the extent these Supplemental Restrictions may conflict with the primary Restrictions, these Supplemental Restrictions shall control as to property within the boundaries shown on the Goose Point Plat.

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

WITNESS ITS HAND on this the 20th day of January, 2000.

DEER CREEK HOMEOWNERS' ASSOCIATION

BY: [Signature]
Fred Brown, President

DEER CREEK GOLF COMMUNITY, L.L.C.

BY: [Signature]
Fred Brown, Chief Manager

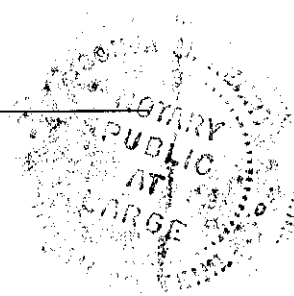
STATE OF TENNESSEE
COUNTY OF PUTNAM

PERSONALLY APPEARED before me, the undersigned authority, a Notary Public in and for said County and State, **Fred Brown**, with whom I am personally acquainted, and who upon oath, acknowledged himself to be President of DEER CREEK HOMEOWNERS' ASSOCIATION, the within named bargainer, a Tennessee non-profit corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as President.

WITNESS MY HAND and official seal at office in Cookeville, Tennessee, this 20th day of January, 2000.

[Signature]
Notary Public

My Commission Expires: Jan. 22, 2002



STATE OF TENNESSEE
COUNTY OF PUTNAM

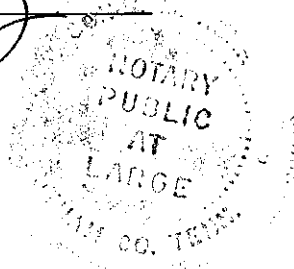
PERSONALLY APPEARED before me, the undersigned authority, a Notary Public in and for said County and State, **Fred Brown**, with whom I am personally acquainted, and who upon oath, acknowledged himself to be Chief Manager of DEER CREEK GOLF COMMUNITY, L.L.C., the within named bargainer, a limited liability company, and that he as such Chief Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Chief Manager.

WITNESS MY HAND and official seal at office in Cookeville, Tennessee, this 20th day of January, 2000.

BK 1048 PG 927

[Signature]
Notary Public

My Commission Expires: Jan. 22, 2002



STATE OF TENNESSEE, CUMBERLAND COUNTY

The foregoing instrument and certificate were noted in Notebook _____, Page _____ at _____ o'clock _____ M _____, 20____ and were recorded in Warranty Deed Book _____, Page _____. State Tax Paid \$ _____ Fee _____ Recording Fee _____ Total \$ _____.

Witness my hand:

Receipt No. _____ Register

State of Tennessee, County of CUMBERLAND
Received for record the 21 day of
JANUARY 2000 at 2:06 PM. (REC# 228335)
Recorded in official records GENERAL IN
Book 1048 pages 925- 928
Notebook 12 Page 69
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 18.00, Total \$ 18.00,
Register of Deeds JUDY GRAHAM SWALLOWS
Deputy Register REGINA HODGE

BK 1048 PG 928