

**SUPPLEMENTAL DECLARATION
OF COVENANTS AND RESTRICTIONS
FOR
STONEHENGE VILLAS**

Amended, Revised and Approved August 24, 2006 and April 15, 2011

THIS SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR STONEHENGE VILLAS ("Supplemental Declaration") is made this 27th day of January, 2000, by Fairfield Communities, Inc., a Delaware corporation, whose address is 8669 Commodity Circle, Suite 200, Orlando, Florida 32819 ("Developer").

WHEREAS, Fairfield Glade Community Club ("Club"), a Tennessee not-for-profit corporation organized under the laws of the State of Tennessee charged with furthering and promoting the interests of the development know as Fairfield Glade, located in Cumberland County, Tennessee ("Fairfield Glade"), executed and recorded, with the consent of Declarant, a document entitled "Amended and Restated Declaration of Covenants and Restrictions" in Deed Book 1006, Page 1986 et seq., all in the Office of the Register's Office, Cumberland County, Tennessee ("1997 Declaration"); and

WHEREAS, Declarant, with the agreement of the Club, executed and recorded a document entitled "Restrictive Covenants" of record at Deed Book 1006, Page 2082 et seq., Register's Office, Cumberland County, Tennessee, that listed the additional covenants, conditions and restrictions for Additional Property that may be submitted to the provisions of the 1997 Declaration; and

WHEREAS Declarant with the agreement of the Club, executed and recorded a document entitled "Land Restriction Plan" of record at Deed Book 1006, Page 2120 et seq., Register's Office, Cumberland County, Tennessee, that submitted Additional Property to a Land Restriction Plan, and

WHEREAS pursuant to ARTICLE III of the 1997 Declaration and Land Restriction Plan, the Declarant is authorized, through execution and recordation of a Supplemental Declaration to the 1997 Declaration ("Supplemental Declaration"), to make additional property subject to the provisions of the 1997 Declaration. The Declarant is the owner in fee simple of the real property located in Cumberland County, Tennessee, described in Exhibit A, attached hereto and made a part hereof ("Real Property") and as such, wishes to commit the Real Property to the provisions of the 1997 Declaration through recordation of this Supplemental Declaration; and

WHEREAS, the Developer is desirous of publishing this plan for the ownership and maintenance of the Stonehenge Villas Townhouse Regime; and

WHEREAS, the Developer desires to convey the subject property pursuant and subject to this Supplemental Declaration so as to reflect the different character, design and ownership of the real property affected hereby and further subject to certain protective covenants, conditions, restrictions, reservations, liens, agreements and charges hereinafter set forth; and

WHEREAS, the Club has agreed that said lands hereinafter described are acceptable as an addition and shall, subject to the terms and conditions of this Supplemental Declaration, be covered and included under the terms, provisions, assessments and liens as provided in the 1997 Declaration above referred to.

WHEREAS, the Stonehenge Villas Property Owners Association, Inc., hereinafter referred to as the "Association" has been organized pursuant to the nonprofit corporation laws of the State of Tennessee and has agreed to accept the terms, conditions and responsibilities set forth in the aforementioned 1997 Declaration and this Supplemental Declaration and thereby joins in the execution of this Supplemental Declaration.

NOW, THEREFORE, in compliance with ARTICLE II, Section 2 of the 1997 Declaration, the Developer hereby submits the Property hereinafter set forth and hereby publishes its plan as to the division of the Property, the imposition of covenants, conditions, restrictions, reservations, liens, agreements and charges thereon and the individual ownership thereof, and Developer hereby specifies that this Supplemental Declaration shall constitute covenants, conditions, reservations and restrictions which shall run with the Property and shall bind and inure to the benefit of the Developer and its successors and assigns, and all subsequent owners of any interest in the Property described below and their respective grantees, successors, heirs, executors, administrators, devisees or assigns, which lands referred to are situated in the County of Cumberland, State of Tennessee, and are described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

The Fairfield Glade Community Club and the Association join in this Supplemental Declaration for the purpose of indicating the acceptability of the Property and their agreement to perform as to this Property the obligations placed upon them by the 1997 Declaration and this Supplemental Declaration.

ARTICLE I DEFINITIONS

As used in this Supplemental Declaration and the attached exhibits, and all amendments and supplements hereto, capitalized terms used herein, in addition to those defined in the 1997 Declaration, shall have the following definitions, unless the context clearly requires a different meaning.

A. The term "Assessment" shall mean a share of the funds required for payment of common expenses and maintenance which are, from time to time, assessed against Stonehenge Villas Unit Owners by the Association or by the Club in the manner herein provided.

B. The term "Association" shall mean Stonehenge Villas Property Owners Association, Inc., its successors or assigns, being a nonprofit corporation duly organized under the laws of the State of Tennessee, acting on behalf of the Unit Owners, Unit purchasers, and/or lessees in accordance with this Supplemental Declaration for the purpose of administering and managing Stonehenge Villas.

C. The terms "Board of Directors" or "Board" shall mean an executive and administrative body, by whatever name denominated, designated as the governing body of the Association.

D. The term "Common Expenses" shall mean and include (1) all expenses incident to the administration, maintenance, repair and replacement of the Limited and Restricted Limited Common Elements and payment of insurance premiums, after excluding therefrom any and all expenses which are the responsibility of a Unit Owner; (2) expenses determined by the Association to be Common Expenses; and (3) Assessments assessed to each Unit by the Fairfield Glade Community Club.

E. The term "Common Profits" shall mean all income allocated or accrued by or on behalf of the Association.

F. The terms "Declarant" or "Developer" shall mean Fairfield Communities, Inc., a Delaware corporation, its successors or assigns.

G. The term "Lot", for the purpose of this Townhouse Regime, shall mean the numbered Townhouse Unit and the land thereunder and adjacent thereto as designated on the Plat of Stonehenge Villas.

H. The terms "Limited Common Property", "Limited Common Elements", "Limited Common Area" or "Restricted Limited Common Property" shall mean all portions of Stonehenge Villas other than the Units and the Reserved Property.

I. The term "Management Agreement" shall mean and refer to an agreement providing for management of Stonehenge Villas.

J. The term "Occupant" shall mean the person or persons other than the Stonehenge Villas Townhouse Unit Owner in possession of a Townhouse Unit.

K. The term "Party Wall" shall mean any wall which is built as a part of the original construction of a Unit and which forms the dividing line between two lots.

L. The term "Plat" shall refer to the plat entitled "STONEHENGE VILLAS" recorded as noted in ARTICLE III below.

M. The term "Special Assessment" shall mean any special assessment levied by the Club in accordance with the 1997 Declaration. Special Assessment may also mean any special assessment made by the Association in accordance with its Articles and the provisions of this Supplemental Declaration.

N. The terms "Stonehenge Villas", "Stonehenge Villas Townhouse Regime" or "Townhouse Regime" shall mean that tract of parcel of land described in Exhibit "A" attached hereto and by reference made a part hereof, and the improvements and fixtures located upon said tract, now submitted to the provisions of this Supplemental Declaration or any duly authorized amendment hereof.

O. The terms "Townhouse Unit" or "Unit" shall mean a single family residential dwelling contained in a multiple dwelling building, the boundaries of each such dwelling being the perimeter of a lot and separated from contiguous lots by a Party Wall. Unless the context clearly requires otherwise, the term Townhouse Unit or Unit shall include the land thereunder and the sky above.

P. The term "Unit Owner" shall mean one or more person(s), his heirs, successors and assigns, who own or owns a Townhouse Unit or who have contracted to purchase same.

Q. The term "Unit Purchaser" shall mean one or more persons, his heirs, successors or assigns, who have purchased or are purchasing a Unit by way of a contract of sale. The term Unit Purchaser shall not be deemed to include the Developer.

ARTICLE II NAME

The name of the project shall be "Stonehenge Villas", located at Fairfield Glade, Cumberland County, Tennessee.

ARTICLE III IDENTIFICATION OF UNITS

Stonehenge Villas consists of the land described on Exhibit "A" attached hereto and the improvements located thereon. Each Townhouse Unit is identified by a separate number as shown on the townhouse plans and the Plat as recorded or to be recorded in the Office of the Register in and for Cumberland County, Tennessee, in Plat Book 10, Page 390. The basic floor plan of all units is depicted on Exhibit "B" attached hereto.

ARTICLE IV OWNERSHIP OF LIMITED AND RESTRICTED LIMITED COMMON PROPERTY

The Developer may retain the legal title to the Limited Common Property and Restricted Limited Common Property until construction of improvements is completed and shall then convey the title of the particular Limited or Restricted Limited Common Properties to the Association free and clear of all liens and encumbrances.

ARTICLE V PARTY WALL

Owners of adjoining Lots separated by a Party Wall shall own that half of the wall that rests inside each of such Owner's lot line. Each such Owner shall also have a support easement over the entire Party Wall. The cost of reasonable repair and maintenance of a party wall shall be shared equally between Owners of adjoining Lots. A line running longitudinally down the center of a Party Wall shall form the lot lines for the adjoining Lots lying on either side of such party wall, notwithstanding the fact that the Plats might show such lot lines being elsewhere.

To the extent not inconsistent with the provisions of this Article, the general rules of law of the State of Tennessee regarding party walls and liability for damage thereto shall apply.

A. Damage Due to Negligence. If a Party Wall is damaged through the negligence or willful acts or omissions of one Owner of an adjoining Lot, that Owner shall bear the whole cost of repairing such wall to the extent necessary to put it in a condition substantially the same as it was before such negligence or willful acts or omissions occurred.

B. Destruction by Fire or Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty, and such fire or casualty was not caused by the negligence or willful acts or omissions of an Owner of an adjoining Lot, then either of the Owners of adjoining Lots may restore the wall to its original condition, and he shall thereafter be entitled to contribution from the Owner of the adjoining Lot for one-half of the cost thereof.

C. Weatherproofing. Any Owner of a Lot containing a Party Wall who, by his negligent or willful acts or omissions, causes the Party Wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

D. Right to Contribution Runs With Land. The right of any Owner of a part of a Party Wall 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.

E. Arbitration. In the event of any dispute arising concerning a Party Wall, such dispute shall be presented to the Board of Directors of the Association for resolution. After disqualification of any interested Directors, the decision of a majority of the remaining Directors shall be binding upon all Owners concerned.

F. Enforcement. The Board may suspend all voting rights, if any, and all rights to use the Limited Common Areas for any period during which such Owner refuses to comply with a decision of the Board relative to disputes over Party Walls.

ARTICLE VI
VOTING RIGHTS AND MEMBERSHIP IN THE ASSOCIATION AND FAIRFIELD
GLADE COMMUNITY CLUB

A. Voting Rights and Membership in the Association. There shall be one person with respect to each Unit who shall be entitled to vote at any meeting of the Association and such person shall be known and is hereinafter referred to as the "Voting Member". If a Unit is owned by more than one person, the Owners of said Unit shall designate one of them as the Voting member, or in the case of a corporate Unit Owner, an officer or employee thereof shall be the Voting Member. The designation of the Voting Member shall be made as provided for and subject to the provisions and restrictions set forth in the Bylaws of the Association. Each Owner or group of Owners shall be entitled to one vote for each Unit owned. The vote of a Unit is not divisible.

B. Voting Rights and Membership in the Fairfield Glade Community Club. Each Unit Owner shall become a member of the Club as required by and in accordance with the terms, conditions and requirements set forth in the 1997 Declaration and all amendments thereto. At such time as a Unit Purchaser is deeded his Unit, he shall then be entitled to one (1) vote in the Club. A Unit Purchaser shall be entitled to one (1) vote for each Unit so deeded.

ARTICLE VII
COMMON EXPENSE AND COMMON PROFITS

The Common Expenses of Stonehenge Villas shall be born equally by all Unit Purchasers. The specific amount of such Common Expenses shall be equitably determined by the Board of Directors of the Association. The term "Common Expenses" is defined in ARTICLE I, D. hereof.

The Common Profits shall be applied to the payment of Common Expenses.

ARTICLE VIII
METHOD OF AMENDMENT OF DECLARATION

The Supplemental Declaration may be amended at any regular or special meeting of the Unit Owners of the Association, called and convened in accordance with the Bylaws of the Association, by the affirmative vote of voting members casting not less than 67% of the total vote of the members of the Association.

All amendments shall be recorded and certified by the Board of Directors of the Association. Subject to the provisions set forth in these Articles, no amendment shall change any Townhouse Unit, nor the voting rights appurtenant to any Unit, unless the record Owners thereof, and all record Owners of mortgages and other voluntarily placed liens thereon, shall join in the execution of the amendment. No amendment shall be passed which shall impair or prejudice rights and priorities of any mortgages or changes the provisions of this Supplemental Declaration with respect to institutional mortgages without the written approval of all institutional mortgages of record.

ARTICLE IX
BYLAWS

The operation of Stonehenge Villas shall be governed by the Bylaws of the Association, a copy of which is attached hereto as Exhibit "C" and is incorporated herein by reference.

The Bylaws may be amended in the manner provided for therein, but no amendment to said Bylaws shall be adopted which would affect or impair the validity or priority of any mortgage covering any portion of Stonehenge Villas or which would change the provision of the Bylaws with respect to institutional mortgages without the written approval of all institutional mortgagees of record.

ARTICLE X
THE OPERATING ENTITY

The operating entity of Stonehenge Villas shall be the Association that has been organized pursuant to the nonprofit corporation statutes of the State of Tennessee. Said Association shall have all the powers and duties granted to or imposed upon it by this Supplemental Declaration, or by the Articles of Incorporation and Bylaws of the Association. It is contemplated that the powers and duties necessary to operate Stonehenge Villas may be amended from time to time by changes and amendments to this Supplemental Declaration and the Bylaws.

The Association shall be entitled to delegate all or any portion of its authority, powers, duties, responsibilities, rights and interests set forth herein to a management firm or any such other entity which may be responsible for management of the Stonehenge Villas Townhouse Regime.

Every Owner of a Stonehenge Villas Unit whether he has acquired his ownership by purchase, by gift, by conveyance or transfer by operation of law, or otherwise, shall be bound by the Bylaws and Articles of Incorporation of the said Association, the provisions of the Supplemental Declarations and any Management Agreement.

ARTICLE XI
ASSESSMENTS: FEES AND LIEN RIGHTS

The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate to provide for the Common Expenses of Stonehenge Villas and such other Assessments, as are specifically provided for in the Supplemental Declaration. The procedure for the determination of all such Assessments shall be as set forth in the Bylaws of the Association and this Supplemental Declaration.

The Common Expenses shall be assessed against each Townhouse Unit Owner as provided for in ARTICLE VII of this Supplemental Declaration.

The Association shall hold in an insured bank account all Special and regular Assessments that are collected from Unit Owners. Each year the Association shall have prepared a budget projection of expenses and income for the upcoming year. The amount of regular and special assessments will be set pursuant to the discretion of the Association's Board of Directors and in appropriate proportion with such budget. The Board shall structure such assessments so that there exists an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the regime's Common and Limited Common Areas.

Assessments and installments that are unpaid for over fifteen (15) days after due date shall bear interest at the highest legal rate authorized under Tennessee law from due date until paid and at the sole discretion of the Board of Directors, a late charge of \$25.00 or more may be imposed. Regular assessments shall be due and payable monthly on the first of each month and monthly bills for same shall not be mailed or delivered to Unit Owners.

The Association shall have a lien on each Unit for unpaid Assessments and interest thereon. Such liens upon the aforesaid tangible property shall subordinate to prior bona fide liens of record. Reasonable attorney's fees incurred by the Association incident to the collection of such assessments or the enforcement of such liens, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, shall be payable by the Unit Owner and secured by such lien. The Board of Directors may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if deemed in its best interest. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid, all sums due, as provided herein and covered by the lien enforced. In case of such foreclosure, the Unit Owner shall be required to pay a reasonable rental for the unit plus the percentage of common expenses attributable to such unit for the period of time said Unit is occupied by the Unit Owner or anyone by, through or under said Unit Owner, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect same from the Unit Owner and/or occupant.

Any person who acquires an interest in a Unit, except through foreclosure of a first mortgage of record or acceptance of deed in lieu of foreclosure, including without limitation, persons acquiring title by operation of law and purchasers at judicial sales, shall not be entitled to occupancy of the Unit or enjoyment of the Limited Common Properties until such time as all unpaid Assessments due and owing from the former Unit Owner have been paid. The Association, acting through its Board of Directors may enforce its claim and lien rights for the recovery of any unpaid Assessments owed any Unit Owner or group of Unit Owners, or any third party.

In addition to the assessment of the Association the Unit Owners must pay dues to the Club for their membership in the Club. Every Unit Owner acquiring title, legal or equitable, to any Unit in Stonehenge Villas shall become a member of the Club and as long as he is the owner of any such Unit he must remain a member of the Club. Such membership is not intended to apply to those persons who hold an interest in any Unit merely as security for the performance of an obligation to pay money, e.g., mortgages and deeds of trust. If a mortgagee should realize upon its security and become the real Owner of a Unit he will then be subject to the requirements and limitations imposed in these restrictions on Unit Owners and on members of the Club.

The general purpose of the Club is to further and promote the community welfare of the property Owners in the Fairfield Glade Development.

The Club shall have all of the powers that are set out in its Articles of Incorporation and all other powers that belong to it by operation of law including but not limited to the power to levy against each member of the Club annual dues, which shall be payable monthly, the amount of said dues to be determined by the Board of Directors of the Club after consideration of current maintenance expenses and future needs of the Club. No such charge shall ever be made against or be payable by the Developer, the Club itself or any corporation or corporations that may be created to acquire title to and operate those facilities presently being operated and maintained by the Club.

If the periodic dues are not paid when due they shall bear interest from the date of delinquency as previously provided for herein. The periodic dues, if unpaid within 30 days of their due date shall

become a lien or encumbrance upon the Unit and the acceptance of each deed to a Unit or the execution of a contract of sale for the purchase of a Unit shall be construed to be a covenant on the part of the grantee or purchaser to pay the charge. The Club may publish a list of the delinquent members and may record a lien to secure payment of the unpaid dues plus costs and reasonable attorney's fees. Every such lien may be foreclosed at any time. In addition to the remedy of lien foreclosure, the Club shall have the right to sue for such unpaid charges, interest, costs, and reasonable attorney's fees, in any court of competent jurisdiction as for a debt owed by any delinquent member to the Club. Each Unit Owner whether he shall have legal or equitable title to his Unit shall be conclusively held to have covenanted to pay the Club or its designee all charges that the Club shall make pursuant to any paragraph or subparagraph of this Supplemental Declaration, the aforementioned 1997 Declaration and amendments thereto or the Club's Bylaws. Any Unit acquired is taken subject to the lien for any prior unpaid charges.

The Club shall upon demand at any time furnish a certificate in writing signed by an officer of the Club certifying that the charges on a specified Unit have been paid or that certain charges against said Unit remain unpaid, as the case may be. A reasonable charge may be made by the Board of Directors of the Club for the issuance of the certificates. Such certificates shall be conclusive evidence of payment of any charges therein stated to have been paid.

The lien of a mortgage or deed of trust representing a first lien placed upon any Unit for the purpose of construction and/or permanent financing and recorded in accordance with the laws of Tennessee shall be, from the date of recordation, superior to any and all such liens provided for herein. A lien of Common Expense assessments is not affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for Assessments which become payable prior to such sale or transfer. However, any such delinquent Assessments that were extinguished pursuant to the foregoing provision may be reallocated and assessed to all of the Units as a Common Expense. Any such sale or transfer pursuant to a foreclosure does not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any Assessments made thereafter.

The Board of Directors of the Club shall have the right to suspend the voting rights, if any, and the right to the use of the properties which may be owned and operated or maintained by the Club member (1) for any period during which the Club's annual dues remain unpaid; (2) during the period of any continuing violation of this Supplemental Declaration after the existence of the violation shall have been declared by the Board of Directors of the Club; and (3) during the period that any utility bill for water or sewer service rendered to the member shall remain unpaid.

The lien of the Association and the lien of the Club to secure the payment of the annual dues shall be concurrent and on equal parity.

ARTICLE XII
INSURANCE, RECONSTRUCTION AND REPAIR

The following provisions shall not apply to household furnishings and appliances that are owned by Unit Owners. Unit Owners shall be responsible for purchasing, maintaining and insuring their furniture, appliances and any other personal effects belonging to such Unit Owners which may be located in or about the Unit.

A. Purchase of Insurance. The Association shall obtain policies of insurance providing coverage as follows:

(1) Casualty. The buildings and all improvements upon the Property shall be insured in an amount equal to the maximum insurable replacement value as determined annually by the Board of Directors. Such coverage shall afford protection against:

(a) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement.

(b) Such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as such buildings, including but no limited to vandalism and malicious mischief.

(2) Public Liability. Public liability insurance shall be obtained in such amounts and with such coverage as shall be required by the Board of Directors, which amount shall not be less than \$1 million, including but not limited to hired automobile and non-owned automobile coverages, and with cross-liability and endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner.

(3) Workers' Compensation. Workers' Compensation insurance sufficient to meet the requirements of loss shall be obtained.

(4) Fidelity Bond. The Association shall obtain a fidelity bond in an amount it deems reasonable to cover the misfeasance and/or malfeasance within the scope of their employment of any of its officers, directors, agents or employees.

(5) Other insurance. Such other insurance shall be obtained as the Board of Directors shall determine desirable from time to time.

B. Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Unit Purchasers as a part of the Common Expense.

C. Insurance Trustee and Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Unit Purchasers, and their respective mortgagees, as their interests may appear, and shall provide that all proceeds shall be paid to the Board of Directors as insurance trustee. The duties of the insurance trustee shall be to receive such proceeds as are paid, to make distribution of such proceeds, and prior to distribution to hold such proceeds in trust for the benefit of those entitled thereto in undivided shares, which shares need not be set forth on the

records of the insurance trustee. Proceeds on account of damage to buildings shall be distributed as follows:

(1) **Reconstruction or Repair.** If the damage for which the proceeds are paid is to be reconstructed or repaired, the proceeds shall be paid to defray the costs thereof. Immediately after a determination is made to reconstruct or repair damage, the Association shall obtain reliable and detailed estimates of the cost to reconstruct or repair. If the amount of the estimated costs of reconstruction and repair is less than \$5,000.00, then the proceeds shall be disbursed in payment of such costs in the discretion of the Association; provided, however that upon request by a mortgagee which is a beneficiary of an insurance policy, such proceeds shall be disbursed in the manner hereinafter provided for the reconstruction and repair of damage in excess of \$5,000.00. If the amount of the estimated cost of reconstruction and repair is more than \$5,000.00, then the proceeds shall be disbursed in payment of such costs in a manner required by the Association only upon approval of an architect licensed to practice in Tennessee and employed by the Association to supervise the work. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners, remittance to Unit Purchasers and their mortgagees being payable to them jointly. This is a covenant for the benefit of any mortgagee and may be enforced by such mortgagee.

(2) **The Failure to Reconstruct or Repair.** If the damage for which the proceeds are paid is not to be reconstructed or repaired, the proceeds shall be distributed to the beneficial Owners, remittances to Unit Purchasers and their mortgagees being made payable jointly to them. This is a covenant for the benefit of any mortgagee and may be enforced by such mortgagee.

(3) **Mortgagees.** In the event a mortgage endorsement has been issued relating to a Unit, the share of the Unit Purchaser shall be held in trust for the Unit Purchaser and the mortgagee as their interests may appear; provided, however, that no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the Unit Purchaser and mortgagee pursuant to the provisions of this Supplemental Declaration.

D. **Association as Agent.** The Association hereby is appointed irrevocably as agent for each Unit Purchaser and for each holder of a mortgage or other lien upon a Unit and for each Owner of any other interest in the Stonehenge Villas Townhomes Regime to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

E. **Notice of Insurance Coverage.** In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Purchasers, the Association shall give notice of the exposure within a reasonable time to all Unit Purchasers who may be exposed to the liability and such Unit Purchaser shall have the right to intervene and defend.

F. **Inspection of Insurance Policy.** A copy of each insurance policy obtained by the Association shall be made available for inspection by Unit Purchasers and their mortgagees at reasonable times.

G. **Reconstruction or Repair After Casualty.** Unless the Townhouse Regime shall be terminated as herein provided, in the event of any damage or destruction to any building of the Stonehenge Villas Townhomes Regime by virtue of fire, casualty or other hazard, the Association shall

forthwith cause such damage to be repaired and the building reconstructed. If the damage is not covered by insurance or if the insurance proceeds are insufficient, the deficit shall be assessed as a Common Expense, provided, however, that if the damage was caused by the intentional or negligent act or omission of any Unit Purchaser or his family, guests, invitees or lessees, such Unit Purchaser shall be responsible to the Association for the amount of such assessment and shall pay same within ten (10) days following submission of a statement of the amount thereof by the Association. Upon failure of such Unit Purchaser to make payment of such amount to the Association when same shall be due as provided above, the Association shall be entitled to a lien on such Unit Purchaser's Unit and all tangible personal property owned by such Unit Purchaser and located upon and within such Unit, and such lien may be perfected and foreclosed as provided for herein.

In the event it is determined in accordance with these Articles that there shall be no reconstruction or repair of a building or any portion of a building or Unit, then all debris shall be promptly removed and the property shall be cleared and restored to its original condition and maintained thereafter in its original condition as it existed prior to the construction of any building thereon pending ultimate reconstruction or later use of the property. The Association shall assure that said restoration shall be compatible with the surrounding areas. The Architectural Control Committee for the Fairfield Glade Development shall be required to approve of the restoration and if the restoration does not meet the approval of said Committee, then said Committee may require the Association to take whatever reasonable additional action is necessary to restore the property in such a manner as to meet the approval of said Committee. The Association shall be required to extend such funds and make such Assessments against the Unit Purchasers as is necessary to fulfill the requirements of this paragraph.

ARTICLE XIII USE AND OCCUPANCY

A. Residential Use Restriction: The Unit Owners shall occupy and use their units as a single family private dwelling for themselves and the members of their family, their social guests, lessees, licensees and invitees. Provided, however, that no Villa within the Association shall be rented on a short-term basis for less than 90 continuous days by the same lessee or renter. Further provided, no Unit Owner shall be entitled to rent or lease less than their entire unit for any period of time.

B. Prohibited Act: The Unit Owner shall not permit or suffer anything to be done or kept in his Unit which will increase the rate of insurance on Stonehenge Villas property, or which will obstruct or interfere with the rights of other Unit Owners, or annoy them by unreasonable noises, or otherwise, nor shall the Unit Owners commit or permit any nuisances, immoral or illegal acts in or about the Stonehenge Villas property.

C. Restrictions on Alterations: Unit Owners shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, windows or wooden decking of the Units or the Limited Common Properties, nor shall they cause any type of ground coverage to be installed nor shall they grow any type of plant, shrubbery, flower, vine or grass outside their Unit, nor shall they cause awnings or storm shutters, screens, enclosures and the like to be affixed to attached to any Units or Limited Common Properties; nor shall they place any furniture or equipment outside their Unit except with the prior written consent of the Board of Directors, and further, when approved, subject to the rules and regulations adopted by the Board of Directors. No clothes line or similar device shall be

allowed on any portion of the Stonehenge Villas property, nor shall clothes be hung anywhere except where designated by the Board of Directors of the Association.

D. Limited and Restricted Limited Common Properties: No person shall use the Limited or Restricted Limited Common Properties or any part thereof, or any Townhouse Unit, or the Stonehenge Villas property, or any part thereof, in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time promulgated by the Association.

ARTICLE XIV MAINTENANCE AND ALTERATIONS

A. The Board of Directors of the Association may enter into a contract with any firm, person or corporation, or may join with other associations and entities in contracting for the maintenance and repair of the Stonehenge Villas property and other type properties, and may contract for or may join with other associations in contracting for the management of the Stonehenge Villas property and other type properties, and may delegate to the contractor or manager all the powers and duties of the Association, except such as are specifically required by this Supplemental Declaration, or by the Bylaws, to have the approval of the Board of Directors or the membership of the Association.

B. Each Owner of a Unit agrees as follows:

(1) To maintain in good condition and repair his Unit and all interior surfaces within or surrounding his Unit (such as the surfaces of the walls, ceilings, floors) whether or not a part of the Unit or Limited or Restricted Limited Common Properties, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his Unit.

(2) Not to make or cause to be made any structural addition, alteration, decoration, repair, replacement or change of the Limited or Restricted Limited Common Properties or to any outside or exterior portion of the building (including the porches) within a Unit without the prior written consent of the Board of Directors of the Association.

C. In the event a Unit Owner fails to maintain the said Unit and Limited or Restricted Limited Common Properties, as required herein, or makes any alterations or additions without the required consent, or otherwise violates or threatens to violate the provisions hereof, the Association shall have the right to proceed in a court of equity for an injunction to seek compliance with the provisions hereof. In lieu thereof and in addition thereto the Association shall have the right to levy an Assessment against the Owner of a Unit, and the unit, for such necessary sums to remove any unauthorized addition or alteration and to restore the property to good condition and repair. Said Assessment shall have the same force and effect as all other Special Assessments.

D. The Association shall determine the exterior color scheme of all Units and buildings including the porches and all exteriors and interior color scheme of the Limited Common Properties, and shall be responsible for the maintenance thereof, and no Unit Owner shall paint an exterior wall, door, window, or any exterior surface, or replace anything thereon or affixed thereto, without written consent of the Board of Directors of the Association.

E. The Association shall be responsible for the maintenance, repair and replacement of the Limited or Restricted Limited Common Properties and all property not required to be maintained, repaired and/or replaced by Unit Owners. It shall also be responsible for the maintenance, repair and upkeep of the exterior surfaces on all Units and buildings and the Limited or Restricted Limited Common Properties. Excluded will be the maintenance, repair and replacement of the porches, decks and stairways which will be the responsibility of each unit owner. The Board shall determine if such repair or replacement must take place but it will be at the owner's expense. Notwithstanding the Unit Owner's duty of maintenance, repair, replacement and other responsibilities as to this Unit, as provided for in this Supplemental Declaration, it may determine to provide certain services and/or maintenance for and on behalf of the Unit Owners whereby maintenance and service are provided on a regularly scheduled basis for exterminating service and other type of maintenance and services as the Association deems advisable for such period of time and on such basis as it determines. Said agreements shall be on behalf of all Unit Owners and the monthly Assessment due from each Unit Owner for Common Expenses shall be increased by such sum as the Association deems fair and equitable under the circumstances in relation to the monthly charge for said maintenance or service. Each Unit Owner shall be deemed a party to said agreement with the same force and effect as though said Unit Owner had executed said agreement and it is understood and agreed that the Association shall execute said agreements as the agent for the Unit Owners. The aforesaid assessments shall be deemed to be an Assessment under the provisions of ARTICLE XII of the Supplemental Declaration.

ARTICLE XV TERMINATION

This Supplemental Declaration shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date of execution of this document or until December 31, 2040, at which time said Supplemental Declaration shall be automatically extended for an additional ten (10) years unless 67% of the then Unit Owners shall vote to change said Supplemental Declaration in whole or in part or otherwise terminate this regime.

ARTICLE XVI USE OF LIMITED COMMON PROPERTIES AND FACILITIES AND RESTRICTED LIMITED COMMON PROPERTY

For the purposes of this Article the term "Limited Common Properties and Facilities and Restricted Limited Common Property" shall include all those Limited Common Properties as shown on the Plat of Stonehenge Villas.

The Association, its members, and Unit Owners, their successors and assigns and all parties who own or may own an interest in and to the aforesaid "Limited Common Properties and Facilities and Restricted Limited Common Property" agree that they shall not have the right to partition any property that constitutes said facilities and that said parties do hereby waive said right of partition or division of said facilities. The Initial Rules and Regulations, and all amendments thereof and revisions thereof pertaining to the use of the Limited Common Properties and Facilities and Restricted Limited Common Property shall be posted in conspicuous places on the properties or facilities. A copy of such Initial Rules and Regulations are attached hereto as Exhibit "D" and are incorporated herein by reference. The Unit Owners hereby covenant and agree to be bound by all of such Rules and Regulations and said

parties shall obey same and be responsible for their being obeyed by the said Unit Owners, their family, guests, invitees, lessees and servants.

Should a Unit Purchaser fail to pay an Assessment for Common Expenses as required under the terms of this Supplemental Declaration for the period of time specified herein whereby said Assessment becomes delinquent, the Association may deny the Unit Purchaser or authorized user of the facilities the use and enjoyment of same until such time as all assessments are paid. The Association shall further have the right in its sole discretion to suspend any Unit Purchaser and/or authorized user of said facilities from the use of same for a period not to exceed 30 days for any infraction of the promulgated Rules and Regulations pertaining to said Limited Common Properties and Facilities and Restricted Limited Common Property. Should the Unit Owner or the authorized user of said facilities rights to use same be suspended, there shall be no reduction in the Assessments due and payable by said Unit Purchaser or authorized user.

Any person who is a Unit Owner together with members of his family, social guests, lessees, invitees and licensees, may use the Limited Common Properties and Facilities.

Restricted Limited Common Property shall be defined as those areas or Common Properties which are reserved for the use of the Owners, guests, licensees, invitees and lessees of a certain Townhouse Unit to the exclusion of all other Unit Owners and/or their designees.

Where a corporation is a Unit Purchaser the use of said Limited Common Properties and Facilities and Restricted Limited Common Property shall be limited at any one time to such officer, director or employee of said corporation who is in actual residence and such individual shall be deemed to be the Unit Purchaser for the purposes of this paragraph. Where a party owns one Unit and leases same, the lessee shall be entitled to the use of the Limited Common Properties and Facilities and Restricted Limited Common Property and said lessee's right thereto shall be the same as though said lessee were the Unit Purchaser and during the term of said lease, the Unit Purchaser and his family shall not be entitled to use the Limited Common Properties and Facilities and Restricted Limited Common Property.

ARTICLE XVII MANAGEMENT AGREEMENT

The Association may enter into a Management Agreement. The Association may delegate to a management firm the powers of the Association, through its Board of Directors. Each Unit Owner, his heirs, successors and assigns, shall be bound by said Management Agreement for the purpose therein expressed, including but not limited to:

A. Adopting, ratifying, confirming, and consenting to the execution of said Management Agreement by the Association.

B. Covenanting and promising to perform each and every one of the covenants, promises and undertakings to be performed by Unit Owners in the cases provided therefore in said Management Agreement.

C. Ratifying, confirming and approving each and every provision of said Management Agreement, and acknowledging that all of the terms and provisions thereof are reasonable.

D. Agreeing that the persons acting as directors and officers of the Association entering into such an agreement have not breached any of their duties or obligations to the Association.

The acts of the Board of Directors and officers of the Association in entering into the Management Agreement are hereby ratified, approved, confirmed and adopted.

ARTICLE XVIII
ASSOCIATION PROPERTIES

All properties acquired by the Association, real, personal or otherwise, shall be held for the use and benefit of all Unit Owners in Stonehenge Villas subject to those conditions contained herein.

ARTICLE XIX
ASSOCIATION/DEVELOPER'S RIGHTS

In addition to each and every right of the Developer/Association as set forth herein, the Developer/Association specifically reserves the following:

A. The exclusive right to contract for or provide the servicing of Stonehenge Villas and Unit Owners therein with water service and sewerage disposal service to the extent not prohibited by law. Pursuant to the foregoing, the Developer or Association may contract with a utility company which may include a utility district, property owners association, a private company, municipal or governmental agency, or a quasi-governmental authority for the furnishing of said services; and the Association and the Unit Owners agree to pay the charges therefore and to comply with all of the terms and conditions of said agreement. Provided, however, that the Association, prior to passage of majority control of the Association from the Developer unto the property Owners, is not bound either directly or indirectly to any contracts, leases or Management Agreements unless there is a right of termination of any such contract, lease or Management Agreement which is exercisable without penalty or cause at any time after transfer of control, upon not more than 90 day's notice to the other party.

B. The right to grant such easements for utility service, drainage, pedestrian and vehicular traffic, or otherwise, as may be considered by Developer/Association or its successors and assigns desirable for the use of the property for the purposes herein stated or to provide such utility service, drainage, pedestrian or vehicular access to other properties adjacent or contiguous thereto. Said reservation of easements shall be on an as-built basis. In conjunction with the reservation as aforesaid, Developer/Association hereby expressly reserves a perpetual easement over all driveways and parking areas constituting a part of the Limited Common Properties, plus such additional area as may be needed to connect said driveways and parking areas with the boundaries of the development, the location of which may be chosen by Developer/Association or its successors and assigns for use in connection with the Unit Owners and others who may be rightfully using said driveways and parking areas, for access to all adjacent and nearby property now or hereafter owned by Developer/Association, its successors or assigns, which easement shall be considered an easement appurtenant to said property and all portions

thereof, to run with said property and all portions thereof. The Developer/Association additionally reserves an easement of access, shown heron for the construction and maintenance of utility and sewerage lines. Furthermore, the Developer/Association reserves an easement across the common areas of the property shown hereon for the construction, maintenance and expansion of said utility and sewerage lines.

ARTICLE XX
ROADS

ARTICLE XXI
MISCELLANEOUS PROVISIONS

A. Unit Owners hereby grant to the Association and its designees an easement through their respective Units for the purpose of repairing pipes, wires, conduits, sewer lines or other public utility lines running through said respective Units which are utilized for or serve more than one Unit. Said easement is specifically intended to apply to that certain sewer line which will run through the foundation works of the Units in question for the use and benefit of such Units.

B. The Unit Owners agree that if any portion of a Unit or Limited Common Properties and Restricted Limited Common Properties encroaches or encroached upon another, a valid easement for the encroachment and maintenance of same, so long as it stands, shall and does exist. In the event a building or buildings are partially or totally destroyed and then rebuilt, the Unit Owners agree that encroachment on parts of the Limited Common Properties or Units, as afore-described, due to construction, shall be permitted, and that a valid easement for said encroachments and the maintenance thereof shall exist.

C. No Unit Purchaser may exempt himself from liability for his contribution toward the Common Expenses.

D. Each Unit Owner shall be responsible for assessments against their Unit for the purpose of ad valorem taxes with the Tax Assessor of Cumberland County or for such other future legally authorized governmental officer or authority having jurisdiction over same. Nothing herein shall be construed, however, as giving to any Unit Owner the right of contribution or any right of adjustment against any other Unit Owner on account of any deviation by the taxing authorities from the valuation herein prescribed, each Unit Owner is to pay ad valorem taxes and special assessments as are separately assessed against his Unit.

E. All provisions of this Supplemental Declaration and exhibits attached hereto and amendments thereof shall be construed as covenants running with the land, and of every part thereof and interest therein, including but not limited to every Unit and appurtenances thereto, and every Unit Owner and occupant of the property, or any part thereof, or any interest therein, and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of said Supplemental Declaration and exhibits attached hereto and any amendments thereof. The subjection of Stonehenge Villas or surrounding properties to zoning laws and regulations shall not then or thereafter cause any provision of this Supplemental Declaration to terminate.

F. In any of the provisions of this Supplemental Declaration, or of the Bylaws, the Articles of Incorporation of the Association, the Management Agreement, or any section, clause, phrase, word, or the application thereof in any circumstances, is held invalid the validity of the remainder of this Supplemental Declaration, the Bylaws, Articles of Incorporation, and Management Agreement and of the application of any such provision, action, sentence, clause, phrase or word, in other circumstances, shall not be affected thereby.

G. Whenever notices are required to be sent hereunder, the same may be delivered to Unit Owners either personally, by email through the internet, or by mail, addressed to such Unit Owners at their place of residence on file with the Association from time to time. Proof of such mailing or personal delivery by the Association or any management firm shall be given by the affidavit of the person mailing or personally delivering said notices. Notices to the Association shall be delivered by mail to the Secretary of the Association, or the President of the Association, or to any member of the Board of Directors of the Association. The change of the mailing address of any party as specified herein shall not require an amendment to this Supplemental Declaration.

Notices to the Association shall be delivered by mail at Stonehenge Villas Property Owners Association, Inc., P. O. Box 512, Crossville, TN 38557-0512.

Upon written request to the Association, identifying the name and address of any holder, insurer or guarantor and the unit number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

- (1) Any condemnation or casualty loss that affects either a material portion of the project or the Unit securing its mortgage.
- (2) Any 60-day delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds the mortgage.
- (3) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- (4) Any proposed action that requires the consent of a specified percentage of mortgage holders.

All notices shall be deemed and considered sent when mailed. Any party may change their or its mailing address by written notice, duly receipted for. Notices required to be given the personal representative of a deceased unit purchase or devisee, when there is no personal representative, may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the Estate of such deceased Unit Purchaser is being administered. The change of the mailing address of any party, as specified herein, shall not require an amendment to this Supplemental Declaration.

H. Each Unit Owner and the Association shall be governed by and shall comply with this Supplemental Declaration, the Bylaws of the Association and the Rules and Regulations of the Association, as amended. Failure to do so shall entitle the Association or Unit Owner to recover sums due for damages or injunctive relief or both. Such actions may be maintained by or against a Unit Owner or the Association in a proper case by or against one or more Unit Owners and the prevailing party shall be entitled to receive reasonable attorney's fees. Such relief shall not be exclusive of other remedies provided by law.

I. Subsequent to the filing of this Supplemental Declaration the Association when authorized by a vote of the majority of the total vote of the members of the Association and approved by the owners and holders of institutional first mortgages encumbering Units who represent a majority of the dollar institutionally mortgage indebtedness against Stonehenge Villas may, together with other associations and others, purchase and/or acquire and enter into agreements, from time to time, whereby it acquires leaseholds, membership, and/or other possessor or use interests in lands or facilities, and other recreational facilities, whether or not contiguous to the lands Stonehenge Villas intended to provide for the enjoyment, recreation or other use or benefit of the Unit Owners. The expense of ownership, rental membership fees, operations, replacements and other undertakings in connection therewith shall be Common Expenses, together with all other expenses and costs herein defined as Common Expenses.

J. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and plural shall include the singular. The provisions of this Supplemental Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Stonehenge Villas.

K. The captions used in this Supplemental Declaration and exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Supplemental Declaration or exhibits hereto annexed.

L. Where an institutional first mortgage, by some circumstances, fails to be a first mortgage, but it is evident that it is intended to be a first mortgage, it shall, nevertheless, for the purpose of this Supplemental Declaration and exhibits annexed, be deemed to be an institutional first mortgage. The terms mortgagor and mortgagee shall also refer to and mean the same as the terms "Grantor" and "Grantee" in a "Deed to Secure Debt", or "Deed of Trust".

M. The Association, by its execution of this Supplemental Declaration approves the foregoing and all of the covenants, terms and conditions, duties and obligations of this Supplemental Declaration. The Unit Owners, by virtue of their acceptance of the Deed of Conveyance as to their Unit or execution of a Contract of Purchase of their Unit, and other parties by virtue of their occupancy of the Units approve the foregoing and all of the terms and conditions, duties and obligations of this Supplemental Declaration.

N. No Unit Owner shall bring or have any right to bring any action for partition or division of the Stonehenge Villas property.

O. The real property submitted to this Supplemental Declaration is subject to all applicable zoning ordinances now existing or which may hereafter exist, existing easements for ingress and egress for pedestrian and vehicular purposes, easements for utility service and drainage now existing or hereafter granted by the Developer for the benefit of such persons as the Developer designates, and the said Developer shall have the right to grant such easements and designate the beneficiaries thereof for such time as it determines in its sole discretion, and thereafter, the Association shall be empowered to grant such easements on behalf of its members. The right to grant the foregoing easements shall be subject to said easement not structurally weakening the buildings and improvements upon the Stonehenge Villas property nor unreasonably interfacing with the enjoyment of the Stonehenge Villas property by the Association's members.

P. Unit Owners shall have as an appurtenance thereto a perpetual easement for ingress and egress to and from their Units over stairs, terraces, balconies, walks and any Limited Common Properties and Restricted Limited Common Property.

Q. Unit Owners shall have an easement for ingress and egress over such streets, walks and other rights of way serving the Units as a part of the Limited Common Properties and also as a part of the public property or property that may be owned and maintained by the Club as may be necessary to provide reasonable access, and such easements shall extend to the invitees and licensees of said Unit Owner. In the event that any of said easements for ingress and egress shall be encumbered by any leasehold or lien, other than those on the Townhouse Units, such leaseholds or liens shall hereby be subordinate to the use rights of any Unit Owner whose Unit is not also encumbered by said lien or leasehold. Similarly, the Association has a reasonable right of entry upon any Unit to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the project. Additionally, the Association has the right to grant permits, licenses, and easements over the common area for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the project.

R. All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon any portion of Stonehenge Villas, and the proposed location thereof, the construction material, the roofs and exterior color schemes, any later changes or additions after initial improvement thereof and any remodeling, reconstruction, alterations, or additions thereto in addition to being subject to the approval of the Association, shall also be subject to approval in writing before any such work is commenced of the Fairfield Glade Architectural Control Committee (herein called "Committee"), as the same is from time to time composed. The Committee shall be established and maintained in accordance with the 1997 Declaration and amendments thereto.

IN WITNESS WHEREOF, the Association, through their respective corporate offices duly authorized, has executed this Supplemental Declaration of the date recited above.

ATTEST:

STONEHENGE VILLAS PROPERTY
OWNERS ASSOCIATION, INC.

Don Cheatum, Treasurer

BY: _____
Norma Maxwell, President

File: Covenants & Restrictions Amended 8.24.2006/4.15.2011

STONEHENGE VILLAS – PROPERTY OWNERS ASSOCIATION **INFORMATION FOR NEW OWNERS/RENTERS**

This is not an all inclusive document of Rules & Regulations, Covenants & Restrictions, and By-Laws of Stonehenge Villas. As units are sold and new owners or renters move into the neighborhood we find they have little or no information about some very important day to day issues. This document is meant to help with their initial transition into our neighborhood. It also serves as a gentle reminder to current owners.

1. **Monthly Maintenance Fees:** Due 1st day of each month, payable to Stonehenge Villas POA (SV-POA) and mailed to SV-POA, P. O. Box 512, Crossville, TN 38557-0512. If you prefer an electronic transfer of funds, please contact our accountant, Melissa Sliger, 156 Walker Hill Road, Crossville, TN 38557, 913-787-1920 and the needed requirements will be provided.
2. **Contact Information:** New Owners/renters should provide emergency contacts, their phone number and email address, and persons having a key to their unit for emergencies. Our accountant can provide Owners with phone numbers, etc., for Stonehenge Villas Board of Directors.
3. **Garbage** pick-up is Friday morning each week and should be set out at curbside. If a Holiday conflicts with this day, the alternative pick-up day will be published in the "Vista" and "The Glade Sun". Do not put your garbage out the night before as we have many "wild" animals roaming the area that love to see what's in your garbage.
4. **Garage Doors:** We strongly suggest you keep your garage doors closed as we've had problems with skunks, chipmunks, cats, etc., trying to establish a new home or dying inside some garages.
5. **Association Meetings:** Annual meetings are to be held in the Summer. Notices of meetings will be sent to all Owners.
6. **Animals:** House pets are permitted within the Townhouse Regime and shall be limited to two per unit. A house pet will be considered any dog or cat that dwells entirely within a living unit and only leaves the unit on a leash. No outside pets, or pets left outdoors unattended will be permitted. No pens, fenced-in areas, tethers or dog-runs, or any other enclosures will be permitted on the Association grounds. Unit Owners will be solely responsible for cleaning up after their pets. Owners should take all due care to prevent undue noise or nuisance from their pets. Should pet debris or noise become a problem, the Board of Directors reserves the right to levee fines and/or demand for removal of the animal
7. **Satellite Dish:** Only one satellite dish may be installed on any unit and should be located on the back side of the unit if possible. We'd like it to be as "invisible" as possible and we know installers like to put it in the "easiest" place for them.

8. **Grounds Maintenance:** Mowing, fertilizing, weed control, and edging of lawns will be the responsibility of the Association. Trimming of shrubs and trees in the front of each building which were in the **original landscaping plan** will be the responsibility of the Association (this is defined as the front of each building and on the side up to the HVAC unit). All maintenance, fertilizing, trimming and care of additions or changes of landscaping to the side or rear of the buildings (which must be approved by the Board in writing) will be the responsibility of each Owner.
9. **Snow Removal:** The Association is responsible for snow removal when the depth reaches 3" and above at the discretion of the landscape committee.
10. **Structural Additions, Enhancements or Changes:** As stated in Stonehenge Villas Covenants and Restrictions, no alterations or changes may be made to the exterior of any unit unless approved in writing by the Board of Directors. This includes room additions, exterior alterations, landscaping, satellite dish, solar tubes, screen doors, front porch handrails, etc. We must have a record of these changes for future transfer of ownership. Maintenance and insurance of the changes are the responsibility of the Owner and if a new Owner doesn't want that responsibility, the changes must be removed and the building and/or grounds returned to their original condition. Some changes must also be approved by the Architectural Control Committee of Fairfield Glade Community Club.
7. **Sale of a Unit:** An Owner intending to sell a unit shall give written notice to any officer of the Association together with the name, address and phone number of the listing agent. If a unit is sold by the owner, they shall provide the name and address of the prospective new owner. The intent of this is to allow the Board to inform the agent (or new owner) of this document of useful information as well as our legal documents: Rules & Regulation, Covenants & Restrictions, and By-Laws of the Association. "For Sale" signs are allowed to be displayed only in the window inside of the unit.
8. **Guests and Renters:** Owners are responsible for the acts and conduct of their guests while in their condo and on the condominium properties. Owners are responsible for informing their guests and renters of all rules in effect at Stonehenge Villas. If renters have problems or questions about the unit, their first contact should be with the Owner – unless it's an emergency. No units can be rented on a short-term basis for less than 90 continuous days by the same lessee or renter.
9. **Pest Control:** Each Owner is responsible for pest control both inside and outside their unit. Shield Pest Control offers a reduced price for our neighborhood. The Association is responsible for a yearly termite inspection of all units.

CHECK LIST FOR LEAVING HOME

This is a suggested list from a retired Insurance Claims Adjustor

This is a reminder checklist when you leave home for any period of time. I have listed the major types of damage that I have seen in my 26 years of claims adjusting. I have also noted some specific exclusions to the Homeowner Insurance Policy that you might come up against should you not take appropriate precautions when you leave your home.

DISCLAIMER: This is a checklist for my neighbors to remind them of things they can do to protect their property. This list may be incomplete as to everything you should do to protect yourself from damage. I have not addressed the liability aspect of damage to the neighboring units which you could be legally liable for. IT IS YOUR RESPONSIBILITY TO USE COMMON SENSE WHEN YOU LEAVE YOUR HOUSE, AND TO READ YOUR INSURANCE POLICY FOR COVERAGE

Fire/Lighting:

Unplug all appliances

TV
DVD
Stereo
Cable

Lightning comes in at the electrical & the cable.

Phone lines

Computer & Modem:

Lightning comes in at the electrical & the phone lines. Most damage to computers happen at the modem.

Kitchen:

Refrigerator/Freezer

Lightning damages the compressor. If food spoils, most likely the refrigerator can not be cleaned. Insurance will pay for the refrigerator if repairman says lightning hit it. If food spoilage is just due to power outage, your policy MAY cover the spoiled food, but it will not cover the refrigerator. I STRONGLY SUGGEST if you are going to be away for a period of time, to empty the refrigerator, unplug it, and open the door to air it out. This is a good time to clean that refrigerator or freezer.

Microwave

Coffee Pot especially ones with timers (big fire hazards in the past)

All kitchen appliances

Garage:

Sprinkler System

If you are not using the sprinkler, unplug it at the timer.

Garage Door Opener

Unplug it. This will also prevent any burglar from getting in this door. Use an extension cord in the opener, so you don't have to get on a ladder to unplug it.

Battery Chargers

Vandalism & Theft:

Leave a light on a timer in one or more rooms.

Go over your policy to make sure you are adequately insured for your property.

There are a lot of exclusions and limitations in the insurance policy for these two perils. You might invest in a safety deposit box at your bank, or a home safe for personal papers that have your date of birth, social security number, or credit card number on it. You can get a home safe for about \$100 at Wal-Mart.

Water damage from Plumbing and/or Freezing of pipes:

Insurance companies see more of these types of claims on a daily basis than any other type of claims. These losses occur whether or not a person is at home. The biggest problem is that when you are away, you are not able to take immediate action which is key to avoiding damage such as mold, rot, or rust which is not covered by insurance.

Checklist:

Turn off water at the main supply:

Drain pipes

Weather proof in the winter by completely draining toilet tank, and putting RV antifreeze in stool & tank. You should also pour the antifreeze down the drains, as pipes do freeze at the trap. I received this information from Joe & Glo Plumbing. If you do not feel comfortable doing this, call a plumber and have them do this for you.

Water heater

Water heaters are notorious for rusting out. The best protection is to turn the water off at the main while you are gone.

Water heater freezing.

If you shut off the electric in the winter, then you should drain the heaters. I have heard a lot of controversy about draining heaters. Joe & Glo recommend leaving your electric on, turning the furnace down to 45/50 degrees, and adjusting the heat down low on the water heater to the minimum setting around 50 degrees.

If you do not turn off water at the main supply, then:

Turn off washing machine valve

Turn off all sink and toilet valves

Note: Most insurance policies exclude coverage for freezing pipes while the dwelling is unoccupied (some policies include a specific time period) unless you have used reasonable care to maintain heat in the building and/or shut off the water supply and drain the system or appliance of water. **CHECK YOUR POLICY FOR EXACT WORDING!**

Note: Most insurance policies exclude coverage for any subsequent damage by mold, mildew, rust, or rot due to presence of water over a period of time.