

SUPPLEMENTAL DECLARATION
OF COVENANTS AND RESTRICTIONS
FOR
TRENT BLOCK 12

THIS SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR TRENT BLOCK 12 ("Supplemental Declaration") is made this 15th day of September, 1995 by Fairfield Communities, Inc., a Delaware Corporation, whose address is 2800 Cantrell Road, Little Rock, Arkansas 72202 ("Developer").

WHEREAS, on May 8, 1970, Developer, joined by the Fairfield Glade Community Club, a Tennessee not-for-profit corporation ("Club") charged with furthering and promoting the interests of the development known as Fairfield Glade, located in Cumberland County, Tennessee ("Fairfield Glade"), executed and recorded a document entitled "Declaration of Covenants and Restrictions" and "Protective Covenants" in Deed Book 99, Page 370 et seq., as amended by the "Amendment To Declaration Of Covenants And Restrictions" recorded in Deed Book 161, Page 313 et seq., "Second Amendment To Declaration Of Covenants And Restrictions" recorded in Deed Book 259, Page 108 et seq., and "Third Amendment to Declaration of Covenants and Restrictions" recorded in Deed Book 325, Page 59 et seq., all in the Office of the Register for Cumberland County, Tennessee (together "Master Declaration"); and

WHEREAS, pursuant to ARTICLE II of the Master Declaration, the Developer is authorized, through execution and recordation of a Supplemental Declaration to the Master Declaration, to make additional real property subject to the provisions of the Master Declaration. The Developer 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 Master Declaration through recordation of this Supplemental Declaration; and

WHEREAS, the Club has agreed that the Real Property, located within Fairfield Glade, is an acceptable addition to Fairfield Glade and joins in the execution of this Supplemental Declaration to agree to the terms and conditions set forth herein, including the terms and conditions of the membership of Lot Owners in the Club.

NOW, THEREFORE, for and in consideration of the premises above-stated, it is agreed and declared, pursuant to ARTICLE II of the Master Declaration, that the Real Property is hereby dedicated and made subject to the terms, conditions, and restrictions contained in the Master Declaration, except as otherwise provided herein and that all lots situated upon the Property are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the provisions of this Supplemental Declaration, all of which are declared and agreed to be in furtherance of a plan for the development, improvement, and sale of the Real Property and all of which are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of Trent Block 12. The provisions of this Supplemental Declaration are intended to create mutual equitable servitudes upon each of the lots located in Trent Block 12 ("Lots") in favor of each and all other Lots, to create reciprocal rights between and among the respective purchasers and owners of such Lots, to create privity of contract and estate between the grantees of such Lots, their heirs, successors, and assigns, and to operate as covenants running with the Real Property and shall bind and inure to the benefit of the Developer, the Club,

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Developer shall not have no vote in the Club with respect to such unsold Lot(s). In the event a Lot is sold and accordingly becomes part of the Properties, and such sale is later cancelled so that the Lot returns to the Developer and the outstanding Club membership on such Lot is cancelled, then such Lot shall again be excluded from the Properties and there shall be no Developer membership with respect to such Lot.

ARTICLE I
DEFINITIONS

As used in this Supplemental Declaration, amendments hereof and supplements hereto, capitalized terms used herein shall have the same meaning as set out in the Master Declaration, unless the context clearly requires a different meaning.

ARTICLE II
NAME

The name by which this subdivision is to be identified shall be "Trent Block 12", located at Fairfield Glade, Cumberland County, Tennessee.

ARTICLE III
IDENTIFICATION AND DESCRIPTION OF
LOTS

A. Submission of Property. The Developer hereby submits to Trent Block 12 the Real Property described in Exhibit A attached hereto and depicted on the plat entitled "TRENT BLOCK 12" prepared by the Fairfield Glade Engineering Department and recorded or to be recorded in the Office of the Register for Cumberland County, Tennessee in Plat Book 10, Page 60, Slide _____.

B. Property Subject to Zoning and Easements. Trent Block 12 is subject to the covenants, conditions, restrictions, easements, and reserved rights of Developer contained in the Master Declaration, this Supplemental Declaration, the Plat, and those of record in the Office of the Register for Cumberland County, Tennessee, and any amendment(s) or modification to the Master Declaration, this Supplemental Declaration or a subsequent plat or plats, and is subject also to all ordinances now existing or hereafter applicable to Trent Block 12, existing easements for ingress and egress, for pedestrian and vehicular purposes, and existing easements for utility services and drainage. In addition, the Developer specifically reserves to itself the right to grant any additional easements, including easements for utility service and drainage, it deems necessary for the establishment or maintenance of Trent Block 12 and the benefit of Lot Owners and to assign such right.

C. Identification And Description of Lots. Each Lot is identified by a separate number as shown on the Plat. The Developer anticipates that there will be twenty-three (23) Lots in Trent Block 12, designated, respectively, on the Plat as Lots 1 through 23, inclusive. Lots 10 through 23 in Trent Block 12 are restricted to single family detached residential use and shall be constructed to have a minimum heated floor space of not less than 2,000 square feet. Lots 1 through 9 are restricted to single family detached residential use and shall be constructed to have a minimum heated floor space of not less than 1,600 square feet.

ARTICLE IV
ADDITIONAL COVENANTS, CONDITIONS, AND RESTRICTIONS

In addition to the covenants, conditions, and restrictions set out in the Master Declaration and Supplemental Declaration for

Fairfield Glade, the Lots in Trent Block 12 shall be subject to the following covenants, conditions and restrictions.

A. Lot/Home Package. Upon each Lot there will be constructed a one or two story, two or three bedroom structure for private single family detached residential use. Said structures are limited to either a "Designer Home" or "Signature Home" floorplan.

B. Sewer Availability Fee.

Section 1. Sewer System. The Fairfield Glade Community Club ("Club") has resolved to construct a waste water collection system to serve the presently platted lots, located in Trent Block 12 at Fairfield Glade, in keeping with its published Sewer Policy adopted September 18, 1987. It is anticipated that construction to said lots will be in stages, barring acts or circumstances beyond the control of the Club.

Section 2. Fee. The purchasers of such lots, their heirs, successors and assigns, shall be required to pay a "Sewer Availability Fee" ("Fee") for each lot owned in the amount of \$1,000.00 per Lot.

Section 3. Payment. Payment of the Fee shall be made to the Club, its successors or assigns, one (1) year from the date of purchase or at closing, whichever comes first.

Section 4. Termination. At such time as the lot is permanently connected to the collection line an applicable tap fee shall be assessed the lot owner and paid in full and any balance remaining on the Fee shall be paid in full. At such time, the lot owner will be charged a regular user fee in connection with the use of the sewer.

Section 5. Lien. The Club shall have and is hereby granted a lien against all lots to secure payment of the Sewer Availability Fee. Each owner of a lot, except the Developer, by acceptance of a Deed therefore, or by entering into a Contract for Purchase, 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 the Sewer Availability Fee at such time as sewer is made available to his lot as provided for above, together with interest thereon at the highest rate allowed by law in the event that said Fee is not paid within thirty (30) days of the date that it is due, any such cost of collection that may be incurred by the Club in connection with same, including reasonable attorney fees therefore. There shall be a charge on all such lots which shall be a continuing lien against such property to secure the payment of this Sewer Availability Fee as the same shall become due.

Section 6. Priority. The lien in favor of the Club, as established herein, shall be on a parity with the lien established by the Club for payment of Club dues. Said lien however, shall be subordinate to the lien of any first mortgage or first Deed of Trust now or hereafter placed upon any of the lots which are subject to the Sewer Availability Fee provided however that such subordination shall apply only to the extent that the Sewer Availability Fee shall become due and payable prior to a sale or transfer of such property pursuant to decree of foreclosure, or any other proceeding in lieu of foreclosure.

Section 7. Exemption. The Developer, Fairfield Communities, Inc., shall not be responsible for payment of a Sewer Availability Fee with respect to any lot which it presently holds in its sales inventory or which may subsequently be

tion of a wastewater collection system to such lot. The following property shall also be exempt from said Sewer Availability Fee: Common Property, Limited Common Property, utility easements and all other easement, Reserved Properties, utilities, water systems and properties bought and living units owned by the Developer.

C. Preservation of Trees. No tree having a diameter of six (6) inches or more (measured from a point two feet above ground level) shall be removed from any Lot without the express written authorization of the Architectural Control Committee. The Architectural Control Committee, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Property. If it shall deem it appropriate, the Architectural Control Committee may mark certain trees, regardless of size, as not removable without written authorization. In carrying out the provisions of this provision, Developer, the Club, the Architectural Control Committee and the respective agents of each may come upon any Lot during reasonable hours for the purpose of inspecting or marking trees or in relation to the enforcement and administration of any rules and regulations adopted and promulgated pursuant to the provisions hereof. Neither the Architectural Control Committee, nor Developer, nor the Club, nor their respective agents shall be deemed to have committed a trespass or wrongful act by reason of any such entry or inspection.

D. Maintenance of Hedges and Plants. The Club, the Developer and the Architectural Control Committee shall have the right to enter upon any Lot and trim or prune, at the expense of the Owner, any hedge or other planting which in the opinion of Developer, the Club, or the Architectural Control Committee, by reason of its location upon the Lot or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view of street traffic or is unattractive in appearance; provided, however, that the Owner shall be given fifteen (15) days' prior written notice of such action and shall be allowed to trim or prune such hedge or other planting within such period to correct such problem(s).

E. Accumulation of Refuse. No lumber, metals, bulk materials, (except lumber, metals, bulk materials which are usual in the maintenance of a private residence and which are stored in such a manner so that they cannot be seen from adjacent or surrounding property), refuse or trash shall be kept, stored, or allowed to accumulate on any Lot, except building materials during the course of construction of any approved Structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is to be made, at such place on the Lot so as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. The Architectural Control Committee, in its discretion, 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 on the Property.

F. Pipes. To the extent of the interest of the Owners of a Lot, no water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground, except hoses and movable pipes used for irrigation purposes.

G. Clothes Lines. No clothing or any other household fabrics shall be hung in the open on any Lot unless the same are hung from an umbrella or retractable clothes hanging device which is removed from view when not in use or unless the same are

enclosed by a fence or other enclosure at least six inches higher than such hanging articles, provided such fence or other enclosure is approved by the Architectural Control Committee.

H. Machinery. No machinery shall be placed or operated upon any Lot except such machinery as is usual in the maintenance of a private residence.

I. Mail Boxes. The design of all mail boxes must be approved by the Architectural Control Committee and free standing mail boxes equipped with lighting may be required in some or all sections of the Property.

J. Storage of Boats, Trailers and Temporary Structures. Without the prior written approval of the Architectural Control Committee, no boat, boat trailer, house trailer, trailer, motor home or any similar items, including but not limited to temporary structures of any kind, shall be stored in the open on any Lot for a period of time in excess of twenty-four (24) hours.

K. Side Yard and Rear Yard Setbacks. Each Single Family Detached structure or any building incidental thereto shall be subject to a minimum front lot line setback of 30 feet and a minimum side lot line setback of 10 feet. Lots 10 through 23 shall have a minimum setback of 20 feet on rear lot lines on the golf course. Lots 1, 3 through 7, 10, and 23 shall have a minimum setback of 20 feet on side or rear lot lines bordering the Common Property along Kingsboro Drive and Catoosa Boulevard for a total setback of 30 feet from the right-of-way of Kingsboro Drive and Catoosa Boulevard. There shall be no right of ingress or egress over any Common Property. In all other respects the remaining provisions of the Master Declaration regarding building setbacks for streets, water, sewer systems and golf courses shall control.

L. Easement to Facilitate Sales. All Lots shall be subject to an easement in favor of Developer to facilitate sales. Developer reserves the right to use any Lot or structure owned by Developer as a model, management office, or sales office, to erect and maintain signs, advertisements, notices and other promotional information anywhere within Trent Block 12.

M. Access to Lots. Developer reserves in favor of Developer and the Club and the authorized agents of each the right of access to any Lot for the purpose of examining, maintaining, repairing, or placing utilities and easements which may service more than one Lot. By executing a contract for purchase and/or accepting conveyance, each Owner thereby grants a right of access to the Lot owned by that Owner to the Board of Directors or the Management Firm, or any other person authorized by the Board of Directors or the Management Firm, or any group of the foregoing, for the purpose of enabling the exercise and discharge of their respective powers and responsibilities, including without limitation making inspections, correcting any condition originating on that Lot and threatening another Lot or the Common Area and performing installations, alterations or repairs to the utilities serving more than one Lot, whether same is located on a Lot or the Common Area. When possible, requests for entry will be made in advance and any such entry will be at a time reasonably convenient to the Owner. In case of an emergency, however, such right of entry shall be immediate, whether or not the Owner is present.

N. Covenants of Lot Owners. Each Lot Owner agrees:

1. that it shall be the responsibility of the Owner to maintain the exteriors, foundations, and roofs of all structures and to maintain same in an attractive condition;

2. to pay all utilities and related services, none

4. to show no signs, advertisements or notices of any type in a Lot or on the Common Area, and to erect no exterior antenna or aerials except as consented to by the A.C.C.; provided, however, that nothing herein shall prevent the Developer from displaying such signs as it deems necessary to promote the sale of Lots.

O. Amendment by Developer. This Declaration may be amended by the Developer by a written instrument in recordable form:

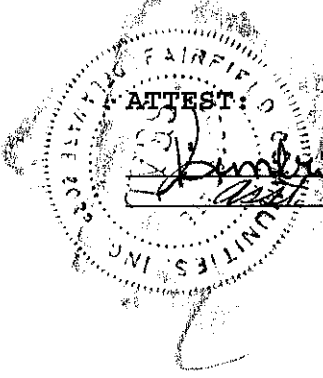
1. Any time prior to the recordation of a deed conveying a Lot; and
2. Any time following the recordation of a deed conveying the first Lot in Trent Block 12, unless the Developer receives written disapproval of such Amendment from seventy-five percent (75%) of the votes attributable to Lots in Trent Block 12 (including any votes attributable to Lots held by the Developer).

P. Reserved Rights of Developer Not Subject to Amendment. The Developer reserves the following rights to itself which shall not be altered, impaired, or prejudiced by Amendment to this Declaration:

1. Developer reserves the right, as to Lots for which it is the record owner and which have not been sold pursuant to an installment contract, to replat such Lots into two or more Lots or combine two or more Lots into a single Lot. Any such alteration, modification, or change shall be reflected and accomplished through the recordation by the Developer of a supplemental instrument to this Declaration, together with an amended plat and plan indicating the alteration, modification or change to each Lot or Lots.
2. Developer reserves the right, for the period it has record title to twenty-five percent (25%) or more of the total Lots in Trent Block 12, to amend this Supplemental Declaration at any time through the recordation of a supplemental instrument if so required by any lending institution or public body, or if required to accomplish the purposes of the development plan at Trent Block 12.
3. Developer reserves the right to grant additional easements as provided in the Master Declaration.
4. Developer reserves the right to grant such easements for utility services, drainage, pedestrian and vehicular traffic, or otherwise as may be considered by Developer desirable for the use of Trent Block 12 and any expansion thereto for the purposes herein stated or to provide such utility service, drainage, pedestrian and vehicular access, or other service to other properties of the Developer adjacent or contiguous thereto.

IN WITNESS WHEREOF, the Developer and the Club, through their respective corporate officers duly authorized, have executed this Supplemental Declaration on the date recited above.

FAIRFIELD COMMUNITIES, INC.



James P. Thompson
Secretary

Joe J. Ginter
Mr. Vice President

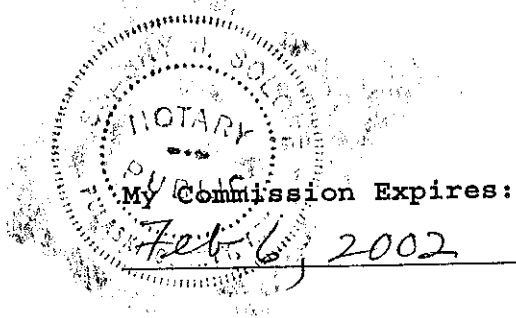
FAIRFIELD GLADE COMMUNITY CLUB

ATTEST:
Walter W. Couch
Secretary

E. J. Brush
PRESIDENT President

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 J. Hunter and Kimberly R. Thompson to me personally well known, who stated that they were the sr. Vice President and Asst. 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 15th day of September, 1995.



Sherry J. Soloff
Notary Public

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 E. F. Brush and Walter W. Crowder, to me personally well known, who stated that they were the _____ President and _____ Secretary of FAIRFIELD GLADE COMMUNITY CLUB, a Tennessee not-for-profit 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 2nd day of October, 1995.

Kathy M. Williams
Notary Public

My Commission Expires:
4-7-99



September 25, 1995

LEGAL DESCRIPTION
TRENT BLOCK 12

Beginning from the intersection of Walden Ridge Drive and Catoosa Boulevard, Block 8, Trent Subdivision, Fairfield Glade, Tennessee, as field of record on February 20, 1987, Plat Book 9, Page 164, said point also being the intersection of Kingsboro Drive; Thence, along center line of Kingsboro Drive a bearing of N 61°41'08" W and a distance of 83.36' to the P.C. of a curve; Thence, along said center line and curve a central angle of 31°39'48", a radius of 1110.84', a tangent of 315.00' and a length of 613.88' to the P.T. of said curve; Thence, a bearing of N 30°01'20" W and a distance of 160.43' to the P.C. of a curve; Thence, along said curve a central angle of 14°39'58", a radius of 801.65', a tangent of 103.16' and a length of 205.2' to the P.T. of said curve; Thence, leaving said center line a bearing of N 45°18'42" E and a distance of 30.00' to an iron pin on the northern R.O.W. of Kingsboro Drive; Thence, leaving said R.O.W. a bearing of N 76°49'36" E and a distance of 178.93' to an iron pin; Thence, a bearing of S 82°21'19" E and a distance of 275.09' to an iron pin; Thence, a bearing of N 85°15'11" E and a distance of 327.80' to an iron pin; Thence, a bearing of N 63°16'38" E and a distance of 141.77' to an iron pin; Thence, a bearing of N 51°21'36" E and a distance of 123.83' to an iron pin; Thence, a bearing of N 34°46'36" E and a distance of 184.75' to an iron pin; Thence, a bearing of N 45°12'35" E and a distance of 215.46' to an iron pin; Thence, a bearing of N 31°21'13" E and a distance of 168.51' to an iron pin; Thence, a bearing of N 48°17'26" E and a distance of 112.29' to an iron pin; Thence, a bearing of S 36°51'56" E and a distance of 335.91' to an iron pin on the western R.O.W. of Catoosa Boulevard; Thence, leaving said R.O.W. a bearing of S 27°44'33" E and a distance of 30.00' to the P.C. of a curve on the center line of Catoosa Boulevard; Thence, along said center line and curve a central angel of 19°21'03", a radius of 939.39', a tangent of 160.16' and a length of 317.27' to P.C. of said curve; Thence, a bearing of S 43°18'30" W and a distance of 305.95' to the P.c. of a curve; Thence, along said curve a central angle of 14°59'38", a radius of 1899.72', a tangent of 250.00' and a length of 497.14' to the P.T. of said curve; Thence, a bearing of S 28°18'52" W and a distance of 418.98' to the point of beginning containing in all 17.42 acres more or less.

JWM/bw

State of Tennessee, County of CUMBERLAND
Received for record the 05 day of
DECEMBER 1995 at 2:12 PM. (REC# 148056)
Recorded in official records DEED
Book D499 Page 605- 614
Notebook 9 Page 396
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 40.00, Total \$ 40.00,
Register of Deeds JUDY GRAMM SWALLOWS
Deputy Register PHYLLIS K. HALE

370 et seq., as amended by the "Amendment To Declaration Of Covenants And Restrictions" recorded in Deed Book 161, Page 313 et seq., "Second Amendment To Declaration Of Covenants And Restrictions" recorded in Deed Book 259, Page 108 et seq., and "Third Amendment To Declaration Of Covenants And Restrictions" recorded in Deed Book 325, page 59 et seq., all in the Office of the Register of Deeds for Cumberland County, Tennessee ("Master Declaration"), and pursuant to the published sewer policy of the Club adopted September 18, 1987, will construct a wastewater collection system ("System") to serve the platted lots of record in Trent Block 12, ("Subdivision") on or before _____, barring acts of God or other circumstances beyond the control of the Club. The Club shall assess an availability fee ("Availability Fee") of \$1,000.00 per lot in the Subdivision, payable in five (5) equal installments of Two Hundred Dollars (\$200.00) each, the first of which shall be due on the first day of the month following the month in which the System is available to a particular lot and the remaining four (4) of which shall be due annually on the anniversary date of the first payment due date. At such time as the lot is permanently connected to the collection line an applicable tap fee shall be paid in full and any balance remaining on the Availability Fee shall be paid in full. In the event any installment is not paid when due, that installment and any remaining installment(s) of the Availability Fee shall become immediately due and payable. The Club shall be entitled to a lien against a lot for any delinquent installment(s) of the Availability Fee and may enforce and foreclose such lien against the lot or may seek a personal judgment against the owner(s) of that lot, and, in either instance, the Club shall be entitled to costs incurred by it, including reasonable attorney fees, in collecting the Availability Fee or any unpaid portion thereof. Fairfield Communities, Inc. ("Fairfield") shall not be obligated to pay an Availability Fee for any lot in the Subdivision held by it in inventory or any lot(s) which may be added to Subdivision inventory by expansion or modification of the Subdivision by replatting, or returned to Fairfield's inventory due to cancellation of third party purchaser contracts, foreclosure, or other process in lieu of foreclosure, provided however, Fairfield has agreed to pay the Availability Fee for any lot which remains unsold for a period of twenty-four (24) months following installation of the system to the lot. Payment of all or any portion of the Availability Fee for one lot in the Subdivision is not transferable to any other lot located in the Subdivision or elsewhere in Fairfield Glade.



Director



Director



Director