This instrument prepared by:
Sherrard & Roe PLC
424 Church St., Suite 2000
Nashville, Tennessee 37219

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR HURRICANE POINTE

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR HURRICANE POINTE (the "Declaration") is executed and effective this 27th day of September, 2004, by Waterfront Group Tennessee, LLC, a Tennessee corporation (the "Developer");

WITNESSETH:

WHEREAS, Developer is the owner of certain real estate in Dekalb County, Tennessee as more particularly described in the final Plat for Hurricane Pointe, of record in Slide No. 263 in the Register's Office for Dekalb County, Tennessee (said real estate being referred to herein as the "Development");

WHEREAS, Developer desires to provide for the protection and preservation of the values, desirability and character of the Development;

WHEREAS, Developer desires to provide a system of administration, operation and maintenance of the common areas of the Development;

WHEREAS, Developer further desires to establish for the mutual benefit, interest and advantage of Developer and each and every person or other entity hereafter acquiring title to any portion of the Development, certain rights, easements, privileges, obligations, restrictions, covenants, liens, assessments and regulations governing the use and occupancy of the Development and the maintenance, protection and administration of the common use facilities thereof, all of which are declared to be in furtherance of a plan to promote and protect the operative aspects of residency or occupancy in the Development and on all portions thereof, and are intended to be covenants running with the land which shall be binding on all parties having or acquiring in the future any right, title or interest in and to all or any portion of the Development, and which shall inure to the benefit of each present and future owner thereof;

NOW, THEREFORE, Developer, as legal title holder of the Development and for the purposes set forth above, declares as follows:

ARTICLE I.

DEFINITIONS

The following words when used in this Declaration or any supplemental declaration hereto shall have the following meanings:

1. "Additional Properties" shall mean and refer to any property contiguous to the Development that may be brought within the Development by an amendment to this Declaration.

2. "Annual Assessments" shall mean and refer to the assessments described in Article IV, paragraph 1.

3. "Association" shall mean and refer to Hurricane Pointe Homeowners' Association, Inc., a not-for-profit corporation to be organized and existing under the laws of the State of Tennessee, its successors and assigns.

4. "Board" shall mean and refer to the Board of Directors of the Association.

5. "Building Professional" shall mean the architect, engineer, or contractor engaged by the Committee to review Plans pursuant to Article V hereof.

6. "By-Laws" shall mean and refer to the By-Laws of the Association.

7. "Common Areas" shall mean and refer to all facilities within the Development owned by the Association in fee including, without limitation, the entrance, recreational areas, and open space, as designated on the Plat. All Common Areas shall be maintained and landscaped by the Association and shall be reserved for the non-exclusive use, benefit and enjoyment of the Owners in the Development and their family members, invitees, agents and servants, subject to the conditions, restrictions and limitations imposed by this Declaration.

8. "Committee" shall mean the Architectural Review Committee established pursuant to Article V.

9. "Declaration" shall mean and refer to this Declaration of Protective Covenants, Conditions and Restrictions applicable to the Development and recorded in the Office of the Register of Deeds for Dekalb County, Tennessee.

10. "Developer" shall mean and refer to The Waterfront Group Tennessee, LLC, a Tennessee corporation, together with its designated successors and assigns.

11. "Development" shall mean and refer to the property described in the Plat together with any Additional Properties that may be made a part thereof.

12. "Impositions" shall mean and refer to any Annual Assessments, Special Assessments, or any other charges by the Association against one or more Lots owned by an Owner together with reasonable attorneys' fees and costs incurred in the enforcement thereof, and shall additionally include, to the extent authorized by the provisions hereof, interest thereon.

13. "Improvement" shall mean any building, building addition, garage, landscaping, driveway, parking area, walkway, wall, fence, or utility service, or such other improvement or structure constructed or located upon all or any portion of the Development. It is intended that this definition of "Improvement" be broad in scope and is intended to encompass any man-made alteration of the condition of a Lot or the Common Areas.

14. "Lot" shall mean and refer to any Lot of land within the Development permitted to be used for single-family residential purposes and so designated on the Plat.

15. "Majority" shall mean and refer to more than fifty percent (50%).

16. "Member" shall mean and refer to any person or persons who shall be an Owner, and as such, shall be a Member of the Association.

17. "Mortgagee" shall mean and refer to any holder of a first priority deed of trust encumbering one or more Lots.

18. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee interest in any Lot within the Development, excluding however those parties holding such interest merely as security for the performance of an obligation.

19. "Period of Developer Control" means the period commencing upon the date hereof and ending on the later of the following dates: (a) five (5) years after the first conveyance of a Lot to a purchaser other than the Developer (or such earlier date as the Developer may elect by notice to all Owners), or (ii) when three-fourths (3/4) of the Lots in the Development have been conveyed to purchasers other than the Developer; provided, however, the period referenced shall be extended as provided in Article III, Section 5 hereof, but, if necessary to comply with Federal Regulations applicable to Mortgages, such period shall end no later than the earlier of the dates prescribed in (a) and (b) above without such extension.

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

21. "Plans" shall mean the detailed plans prepared for construction of any Improvement, which shall comply with the provisions of Article V, paragraph 4 hereof.

22. "Plat" shall mean and refer to the final record Plat of Hurricane Pointe, to be recorded in the Register's Office for Dekalb County, Tennessee on or about the date hereof, as the same may be amended or supplemented from time to time.

23. "Special Assessments" shall mean additional assessments of Owners made from time to time by the Board pursuant to Article IV, paragraph 2.

24. "Super-Majority" shall mean two-thirds (2/3).

25. "Vote" shall mean the vote in the affairs of the Association to which each Member is entitled.

ARTICLE II.

PROPERTIES SUBJECT TO THIS DECLARATION

1. Property Subject to Declaration. The property that is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Dekalb County, Tennessee, and is more particularly described on the recorded Plat consisting of Lot Numbers 1 through 44 and the Common Areas. The Lots and Common Areas are made subject to this Declaration. The Developer, as the legal title holder in fee of the Development, hereby submits and subjects the Development to the provisions of this Declaration. The covenants and restrictions contained herein constitute covenants running with the land and shall be binding upon and shall inure to the benefit of all parties now owning or hereafter having or acquiring any right, title or interest in any Lots or any portion of the Development. Every Person hereafter acquiring a Lot or any portion of the Development, by acceptance of a deed thereto, shall accept such interest subject to the terms and conditions of this Declaration, and by acceptance of the same shall be deemed to have consented to and be bound by the terms, conditions and covenants of this Declaration.

2. Additional Properties. Without further assent or permit, Developer hereby reserves the right, exercisable from time to time, to subject all or part of real property contiguous to the Development (the "Additional Properties") to the restrictions set forth herein in order to extend the scheme of this Declaration to such Additional Properties to be developed as part of the Development and thereby to bring such Additional Properties within the jurisdiction of the Association. Such Additional Properties may include Common Area amenities constructed at the Developer's expense that shall be maintained by the Association after completion.

3. Supplementary Declarations. The additions herein authorized shall be made by filing of record one or more supplementary Declarations in respect to the creation of additional Lots or the addition of other properties to be then subject to this Declaration and which shall extend the jurisdiction of the Association to such property and thereby subject such addition to assessment for its just share of the Association's expenses and shall also require the filing of such additional plats as are required for such additions in the Register's Office for Dekalb County, Tennessee. Each supplementary Declaration must subject the added property or additional Lots to the covenants, conditions and restrictions contained herein.

4. Consent to Rezoning. Every Owner shall be deemed to have consented to any rezoning of the Additional Properties that may be necessary to the development of such property as part of the Development. Owners of any Lots in the Additional Property shall succeed to all of the rights and obligations of membership in the Association.

5. Compatibility of Construction. Developer warrants that any additional Lots to be constructed on the Additional Properties together with any Common Areas to be added hereunder shall be compatible in size, style and quality of construction with the remainder of the Development. Neither the Association nor any Owner may assert as a reason to object to the new development plan the fact that existing Association facilities will be additionally burdened by the property to be added by the new development.

6. Acceptance of Development. By the acceptance of a deed to a Lot, any purchaser of a Lot shall be deemed to have accepted and approved the entire plans for the Development, and all improvements constructed by that date, including, without limitation, the utilities, drains, roads, landscaping, fences, gate, decorative masonry, or landscaping, and all other improvements as designated on the Plat and as may be supplemented by additional plats upon the extension of the Declaration to the Additional Properties. Such purchaser agrees that improvements constructed after the date of purchase consistently with such plans and of the same quality of the then existing improvements shall be accepted.

7. Security. Security will be provided at the Developer's discretion during the Period of Developer Control and thereafter at the discretion of the Association, and no Owner shall have any cause of action against the Developer or the Association for failure to provide adequate security.

ARTICLE III.

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

1. Members. Every Owner shall be a Member of the Association. Membership in the Association is appurtenant to and may not be separated from ownership of any Lot.

2. Voting and Voting Rights. The voting rights of the Members shall be appurtenant to their ownership of Lots. Each Member shall be entitled to cast a single vote for each Lot owned by such Member. When two or more persons hold an interest (other than a leasehold or security interest) in a Lot, all such Persons shall be Members, but the Vote attributable to such Lot shall be exercised by one of such Persons as proxy and nominee for all such Members and in the event shall more than one (1) Member be entitled to cast the Vote attributable to such Lot. Furthermore, neither the Developer nor any other person or individual dealing with the Development shall have any duty to inquire as to the authorization of the Member casting the Vote for a Lot, but shall be entitled to rely upon the evidence of voting as conclusive evidence of such Member's authority to cast the Vote for such Lot. Any Member who is delinquent in the payment of any charges or assessments duly levied by the Association against a Lot or Lots owned by such Member shall not be entitled to vote until all such charges, together with reasonable penalties and interest and collection costs thereon as the Board may impose, have been paid to the Association. In addition, The Board may after a hearing at which the general requirements of due process are observed, suspend the right of such Member to use the Common Areas or any other facilities or services that the Association may provide until such delinquency is cured. Such hearing shall be held only after giving such Member ten (10) days prior written notice specifying the alleged violation and setting the time, place and date of such hearing.

3. Manner of Voting. Except as specifically provided elsewhere herein, the Board shall have the authority to regulate the procedural rules governing the voting of Members, the acceptance of proxies from Members, the validity of voice votes, ballot votes, or other manners of voting, and any regulation of the solicitation of votes or proxies.

4. First Annual Meeting. The first regular annual meeting of the Members for the election of Directors and such other business as shall come before the Members (the "First

Meeting") shall be held on a date to be selected by the Board within the first ninety (90) days following the expiration of the Period of Developer Control. Until the First Meeting, the members of the Board shall be appointed by the Developer.

5. Extension of Period of Developer Control. Upon the filing of supplements to this Declaration that add Additional Properties to the Development in the form of additional Lots, the time periods for the period of Developer Control specified above in Article I, paragraph 19 hereof, shall be extended to run for the full period of five (5) years following the date of each such supplement, provided such supplement is filed during an unexpired Period of Developer Control.

ARTICLE IV.

ASSESSMENTS

1. Annual Assessments. The Board shall have the power and authority to levy Annual Assessments against all Lots. Annual Assessments shall be used to provide funds for such purposes as the Board shall determine to be for the benefit of the Development, including, without limitation, the improvement, maintenance, operation and security of the Common Areas, payment of taxes, payment of insurance premiums providing hazard insurance for improvements within the Common Areas and liability insurance protecting Owners and Directors, payment of utility bills incurred in respect of the Common Areas (including water for sprinkler systems), payment of reasonable costs to provide attractive seasonal landscaping of the Common Areas, street maintenance costs, security gates, fencing, the repair, replacement and additions that may be necessary to the Common Areas , and the cost of labor, equipment, materials, management and supervision thereof. The Board shall have the right, but not the obligation, to use the Annual Assessments to provide supplemental landscaping and maintenance within Lots, and garbage and trash collection and disposal, if needed, to supplement that provided by public authority. The Board shall fix the amount of Annual Assessment each year by preparing an annual budget for the services to be provided by the Association in the coming year, and allocating said amount equally among the Lots. The initial Annual Assessment for each Lot during the 2004 calendar year shall be Two Hundred Fifty ($250.00) Dollars per year. The Annual Assessment may not be increased by more than 5% of the Annual Assessment for the preceding year unless approved by the affirmative vote of a Super-Majority of the Votes entitled to be cast by the then Members of the Association at a duly called meeting of the Association at which a quorum is present.

2. Special Assessments. In addition to the Annual Assessments authorized herein, the Board may level a Special Assessment applicable to a particular year; provided that any such Special Assessment will require the affirmative vote of a Super-Majority of the Votes entitled to be cast by the then Members of the Association at a duly called meeting of the Association at which a quorum is present. Special Assessments shall be due and payable on the date which is fixed by the resolution authorizing such Special Assessment.

3. Exempt Property. The Impositions and liens created under this Article shall not apply to the Common Areas or to Lots owned by the Developer during the Period of Developer Control so long as the Developer has elected to make contributions pursuant to option (a) as set forth in paragraph 4 under this Article IV. All property within the Development that is dedicated

to and accepted by a local public authority, that is granted to or used by a utility company, or is designated as part of the Common Areas shall be exempt from such Impositions.

4. Property Owned by Developer. During the Period of Developer Control, the Developer may elect either (a) to make an annual contribution to the Association sufficient to defray the costs of the Association that cannot be funded from Annual Assessments levied on the Lots that have been sold to purchasers other than the Developer (provided, however, the amount of the Annual Assessments on Lots not owned by the Developer may not increase by more than five percent (5%) per year while the Developer's Lots are not subject to assessment), or (b) to have its Lots assessed in the same manner as the Lots that have been sold to purchasers other than the Developer.

5. Payment of Assessments. The Board shall have the power and authority to determine the payment method of all Annual Assessments. Unless provided otherwise by the Board, each Owner shall pay the Annual Assessment on or before the first of July of the year to which said assessment relates, and the Board shall fix the amount of the Annual Assessment and send a notice thereof to each Owner on or before the first of June of each such year. The Board shall have the authority to require quarterly or monthly payments of installments of the Annual Assessments.

6. Commencement. Annual Assessments upon a Lot shall commence upon the purchase of the Lot from Developer. Assessments on Lots that first become subject to assessments during a calendar year shall be prorated on a calendar year basis for the remainder of such calendar year.

7. Records of Assessments. The Association shall cause to be maintained in the office of the Association a record of all Lots and Impositions applicable thereto that shall be open to inspection by any Owner. Written notice of any Imposition shall be mailed to every Owner of the Lot subject to assessment. The Association shall, upon demand and payment of a reasonable charge, furnish to any Owner a certificate in writing signed by an officer of the Association or by its authorized managing agent setting forth whether the Impositions against such Owner's Lot have been paid, and if not, the amount then due and owing. Absent manifest error, such certificate shall be deemed conclusive evidence to third parties as to the status of Impositions against any Lot within the Development.

8. Creation of Lien and Personal Obligation of Impositions. In order to secure payment of Impositions as the same become due, there shall arise a continuing lien and charge against each Lot, the amount of which shall bear interest at the maximum contract rate allowed by law, together with reasonable attorney's fees and costs to the extent permissible by law. Each such Imposition, together with such interest, attorney's fees and costs shall also be the personal obligation of the person who was the Owner of the Lot at the time the Imposition became due, but such personal obligation shall not pass to successors in title unless expressly assumed by them. The lien provided for herein shall be subordinate to the lien of any first deed of trust (sometimes hereinafter called "mortgage") in respect of all Impositions made with respect to such Lot having a due date on or after the date such first mortgage is filed for record. The sale or transfer of any Lot shall not affect any Imposition lien; provided, however, the sale or transfer of any Lot that is subject to any first mortgage, pursuant to a foreclosure thereof or under power

of sale or any proceeding in lieu of foreclosure thereof, shall extinguish the lien as it relates to any such Imposition that is subordinate to such first mortgage, but not the personal obligation of any former title holder; provided, however, the Association shall have a lien upon the proceeds from foreclosure or of sale junior only to the lien of the foreclosed first mortgage. No sale or transfer (including a foreclosure or proceeding in lieu of foreclosure) shall relieve such Lot from liability for any Imposition thereafter becoming due or from the lien thereof.

ARTICLE V.

ARCHITECTURAL REVIEW COMMITTEE

1. Designation of Committee. The Association shall have an Architectural Review Committee (the "Committee") which shall consist of three members who shall be natural persons. During the Period of Developer Control, the members of the Committee shall be appointed and shall be subject to removal at any time by the Developer. After termination of the Period of Developer Control, the members of the Committee shall be appointed and shall be subject to removal at any time by the Board. The Committee shall designate an individual as its Secretary, and all communications with the Committee shall be conducted through the Secretary. The Committee shall employ a Building Professional who shall be responsible for technical review of plans for the account of the Committee or the membership of the Committee shall include a Building Professional to discharge such function.

2. Function of Architectural Review Committee. No Improvement shall be erected, constructed, placed, maintained or permitted to remain on any Lot until the plans therefor (the "Plans") shall have been submitted to and approved in writing by the Committee, which shall determine in its sole discretion whether or not the proposed Improvement, and all features thereof, is consistent with the Design Guidelines described in Section 9 of this Article V (the "Design Guidelines") and otherwise compatible with other improvements constructed within the Development. The Committee shall be the sole judge and arbiter of such consistency and compatibility. As a prerequisite to consideration for such approval, and prior to beginning of the contemplated work, the Owner shall require to make the submissions required by paragraphs 4, 5 and 6 of this Article V together with a reasonable fee to be charged by the Committee to defray its costs incurred in considering and acting upon any proposed Plans and requiring changes to secure approval. All Plans of proposed Improvements to be constructed within the Development must be of an architectural style as specified in the Design Guidelines, and the Committee may refuse approval of any Plans that in its sole judgment are inconsistent with the overall purpose and aesthetic values of the Development or the architectural standards described in the Design Guidelines.

3. Construction Requirements. All Improvements must be of consistent with the Design Guidelines and built to comply with the approved Plans. In addition, the Plans must be in compliance with the Improvement Restrictions set forth in Article VI, Paragraph 1. Before any residence may be occupied, it must be completely finished. The Owner of any residence must complete landscaping of same within six (6) months of assuming occupancy.

4. Improvement Plans. Any Owner desiring to construct an Improvement upon any Lot shall first have detailed plans prepared for such Improvement (the "Plans"), which shall be

prepared by a licensed architect or approved home designer acceptable to the Building Professional, and shall include, at a minimum, the following:

(a) A Site plan drawn to a reasonable scale to reflect the following information:

(i) The relationship of the proposed Improvement to each Lot line, to the rear property line and to the front property line;

(ii) Finished floor elevations of the first floor, garage and basement, if any, of all Improvements, together with all exterior color schemes and/or building materials;

(iii) Any walls and/or fences on the Lot;

(iv) An ingress/egress plan to include all driveways, sidewalks and terraces; and

(v) Such other information as may be necessary to evidence compliance by the Plans with the Design Guidelines.

(b) Elevation drawings of the front, sides and rear of any new structure included within the Improvements, together with the overall height of any new buildings to be constructed, measured from the average grade at the front elevation may be required at the discretion of the Committee.

5. Preliminary Submission. In the course of the preparation of his Plans, the Owner should first submit a Preliminary Site Plan disclosing the proposed location of all Improvements to be placed upon the Lot, which shall be reviewed by the Committee for comments before proceeding with final Plans. If the Preliminary Site Plan is approved by the Committee, the Owner shall proceed with the completion of his Plans. If, on the other hand, the Preliminary Site Plan is disapproved, the Owner shall cause such modifications to be made to the same as shall be necessary to obtain the approval of the Committee. Once the Preliminary Site Plan has been approved by the Committee, it shall be followed by the development of the Owner's Plans for the improvement of the Lot. In the alternative, the Owner may submit his Preliminary Site Plan and Plans at one time, in which event, both shall be reviewed by the Building Professional and the Committee at the same time, under the provisions of Paragraph 6 below.

6. Submission of Plans. The Owner shall then submit the Plans for the proposed Improvement to the Committee, who will refer the same to the Building Professional. The Building Professional shall then examine the Plans and determine whether or not they comply with the Design Guidelines. The Building Professional shall use his best efforts to complete his examination of the Plans within 14 days after the date on which the Plans are referred to him. If he shall determine that the Plans do not comply with the Design Guidelines, the Plans shall be returned to the Owner for revision, without consideration by the Committee. If the Owner shall desire to have the Plans revised to comply with the Design Guidelines, he may do so and resubmit the same to the Committee for review again by the Building Professional.

Upon the determination by the Building Professional that the proposed Improvement complies with the Design Guidelines, the Plans shall be referred to the Committee which shall review the same for their architectural and aesthetic approval and for their compatibility with the overall Development and with the community at large. The Committee shall certify its approval or disapproval of the Plans to the Owner within thirty (30) days after the referral of the Plans to it. The Committee may grant or withhold its approval of the Plans in its uncontrolled discretion The Committee's approval of the Plans for any Improvement shall be effective for a period of three (3) years only, and if construction of the proposed Improvements shall not have commenced within that time period the approval shall no longer be valid.

The Committee may impose a reasonable charge to defray its expenses in the consideration of any submission or resubmission of the Plans for any proposed Improvement.

The Committee may require the Owner to post a bond or make a security deposit or in such amount as the Committee may determine in its reasonable discretion from time to time, in order to insure Owner's compliance with the Plans and to secure the Owner's indemnity obligation to the Developer and the Association as described in Article VII, Section 2. Said bond or deposit, less any costs properly chargeable to the Owner, shall be refunded to such Owner upon completion of construction and approval thereof pursuant to Section 7 below.

7. Construction of Improvements. If the Committee approves the Plans, the Owner shall cause the Improvements to be constructed by a licensed Contractor approved by the Committee in conformity with the same. Actual construction shall be the responsibility of the Owner and shall commence before the expiration of the Committee's approval. All exterior construction shall be completed within one year of the time it commences. Upon the completion of construction of the Improvement, however, and prior to occupancy, the Owner shall notify the Committee which shall have the Improvement inspected by the Building Professional to insure that construction was completed in accordance with the Plans. If construction has not been carried out in accordance with the Plans, or if changes in the Plans have been made without the approval of the Committee, occupancy of the Improvement shall be delayed until the necessary corrections are made or the Plans, as modified, are approved; provided, nevertheless, that if the Owner shall fail to make the necessary corrections, or to have the Plans, as modified, approved within 90 days after the date on which the Owner is notified that the Improvement has not been constructed in accordance with the approved Plans, the Developer during the Period of Developer Control and thereafter the Association, may, at its option, made the necessary corrections, or remove the Improvement in question, at the expense of the Owner.

8. Limited Effect of Approval of Plans. The approval by the Committee of an Owner's Plans for the construction of an Improvement upon any Lot is not intended to be an approval of the structural stability, integrity or design of a completed Improvement, the safety of any component therein, or the compliance thereof with any federal, state or county regulatory requirements but is required solely for the purpose of insuring compliance with the covenants contained herein and further to insure the harmonious and orderly architectural and aesthetic development and improvement of the Lots contained within the Development. Notice is hereby given therefore to any future occupant of any completed Improvement and all invitees, visitors and other persons who may from time to time enter or go on or about such completed Improvement, that no permission or approval granted by the Committee, the Developer or the

Association with respect to the construction of an Improvement pursuant to this Declaration shall constitute or be construed as an approval of the structural stability of any building, structure or other improvement or the compliance of such improvement with regulatory requirements, and no liability shall accrue to the Developer, the Committee or to the Association in the event that any such construction shall subsequently prove to be defective or not in compliance with such requirements.

9. Design Guidelines. The following design guidelines shall govern the construction of all Improvements within the Development:

(a) Each structure must have block, brick, rock or stone foundation. Exposed concrete or block must have stucco or other approved finish applied before the structure is completed.

(b) Fencing must be split rail, three or four wooden boards or aesthetically similar material approved by the Committee.

(c) Wood, log, rock or stone, stucco, brick or any combination thereof is acceptable. All vinyl and aluminum siding is prohibited.

(d) Any new materials not described in subparagraphs a-c above that are approved by the Tennessee Homebuilder's Association may be considered and approved in the Committee's sole discretion.

(e) All windows and doors must be of sound quality and workmanship and must be installed properly.

(f) No satellite dishes over 36 inches in diameter shall be permitted.

(g) The roof-pitch on any structure must be a minimum of 6/12.

(h) The exterior color of any structure must be of an earth tone shade.

(i) Roof materials must be asphalt shingle, shake, tin, or metal. Tin and metal roofs must be of dark color such as forest green, black or brown.

(j) Retaining walls must have a stone façade. A block or concrete wall may be permitted if stucco, or other approved finish is applied and painted an earth tone color to match the structure.

The Committee shall interpret and may supplement the foregoing Design Guidelines in its sole discretion.

10. Contractors. No Improvement shall be constructed within the Development except by a licensed contractor that has been approved by the Committee prior to commencing construction. No contractor shall be approved by the Committee until it furnishes proof of adequate insurance including, without limitation, automobile and general liability coverage with limits of not less than $1,000,000.00 per occurrence, as well as worker's compensation and

errors and omissions coverage with limits acceptable to the Committee. Any contractor not previously approved by the Committee shall be required to submit references to the Committee. Prior to commencing work within the Development, an approved contractor may be required to post a bond or other security with the Committee sufficient to compensate the Developer or the Association for any damages or fines levied pursuant to this Section 10.

Contractors working within the Development shall be liable for all damages to roads or utility installations within the Development caused by their negligence, the negligence of their suppliers and subcontractors, or from overloaded vehicles operated by such contractor or its subcontractors and suppliers. The vehicle weight limit for concrete trucks is 5 yards per truck.

The Committee reserves the right to levy fines of $100.00 per day against contractors who violate the covenants applicable to their construction activities within the Development. Prior to commencing construction within the Development, the Committee may require an approved contractor to sign an undertaking acknowledging and agreeing to be contractually bound by the provisions of this Declaration applicable to its construction activities.

ARTICLE VI.

IMPROVEMENT, SETBACK AND USE RESTRICTIONS

1. Improvement Restrictions. In addition to the requirements of Article V above concerning compliance with the architectural review authority of the Committee, compliance with the Notes on the Plat and compliance with all other applicable laws, ordinances, and regulations of governmental agencies, the following restrictions apply to Improvements:

(a) Combination of Lots and Resubdivision. If one or more contiguous Lots are owned by the same Owner, they may be combined upon the consent of the Developer for the purpose of placing approved Improvements thereon, but they shall retain their status as individual Lots for purposes of voting and Impositions. Individual Lots may not be resubdivided to create a smaller area than originally deeded to an Owner and/or as shown on the Plat.

(b) Setback Lines. Minimum setback requirements on the Plat shall be observed, but are not intended to create uniformity of appearance, but rather to avoid overcrowding and monotony. Therefore, to the extent possible, it is intended that the setbacks of Improvements be staggered and be used to preserve trees and assure vistas of open areas. The Committee reserves the right to approve the location of each residence upon the Lot within the setback lines and/or building areas established by the Plat, in such manner as it shall deem, in its sole discretion, to be in the best interest of the Development and in furtherance of the goals set forth herein.

(c) Grading. No Owner shall excavate earth from any of the Lots for any business or commercial purpose, and no elevation changes will be permitted which could materially affect the surface grade of the Lot without the consent of the Committee, which must also approve the nature of the earthwork and the manner and methods of installation.

(d) Floor Area of Residence. The total floor area of the main residential structure upon each Lot, exclusive of open porches, patios, breezeways, and attached garages

shall contain a minimum of 1,400 square feet. of finished living space with a minimum size on the first floor of 900 square feet, excluding garages, carports, storage areas, decks, and porches.

(e) Other Structures. No detached garages, carports, barns, storage sheds, guest houses, or other outbuildings shall be constructed or situated on a Lot.

(f) Driveways and Driveway Entrances. The Committee shall approve the location, construction, and types of materials for all driveways and driveway entrances located upon Lots.

(g) Fences and Walls. Fences and walls constructed of materials permitted by the Design Guidelines may be erected along Lot boundaries or within individual Lots for enclosure of yard areas so long as they are at heights and locations approved by the Committee. No boundary wall or patio or courtyard wall shall extend to a height greater than six (6) feet from the ground level unless the Committee so consents. No walls other than retaining walls may be constructed along the street on the front of any Lot unless approved by the Committee.

(h) Clotheslines. There shall be no outside clotheslines, clothes hanging devices, or the like upon any Lot.

(i) Lighting. No building-mounted floodlights shall be permitted on the front or sides of any Improvement facing a street, and there shall be no exterior lighting visible from any street within the Development (other than porch lights or eave lights), unless otherwise approved by the Committee. Decorative post lights shall be installed only with the prior approval of the Committee. Any walkway, driveway, or landscape lighting shall be of low intensity with light sources concealed from view from any street within the Development. Seasonal decorative lighting shall be permitted only during the holiday season (between Thanksgiving and the following January 7 of each year). Lights installed on the sides and rears of any Improvement must be adjusted so that the rays of any beam or floodlight shall not interfere with the neighboring Lots.

(j) Mail Boxes. Developer reserves the right to establish a uniform mailbox location system and to provide a uniform mailbox for each Lot. Owners of Lots shall be required to reimburse the Developer for its actual cost of such mailboxes and installation cost.

(k) Screening of Mechanical and Storage Areas. Excepting the initial construction period, any and all equipment, air conditioner condensers, propane tanks, garbage cans, woodpiles, refuse or storage piles of any Lot, whether temporary or permanent, shall be screened to conceal the same from the view of neighboring Lots, roads, or Common Areas, with the plans for any screening, fences and/or landscaping being approved by the Committee. Incinerators for garbage, trash or other refuse shall not be used or permitted to be erected on any Lot. Refuse shall not be placed even temporarily along the roadside adjacent to any Lot but must be stored in the above-described manner while awaiting pickup.

(l) Landscaping. No tree greater than six inches in diameter at breast height shall removed from a Lot without the prior approval of the Committee.

(m) Outside Recreation Equipment. Outside recreation equipment may be placed upon any Lot so long as (i) the equipment is located within the rear yard area, (ii) such equipment is not visible from any street within the Development, and (iii) the design and location is approved by the Committee prior to installation. It is understood that the Committee may, without limitation, require screening with landscaping, fences or walls. For the purpose of this paragraph, outside recreation equipment shall include swings, slides, trampolines, playhouses, basketball goals and similar equipment or structures.

(n) Signs. No sign, billboard or poster of any kind of a permanent nature shall be erected, exhibited, maintained or placed upon any Lot. Temporary signs of wood or metal construction, not exceeding a maximum face area of three (3) square feet, such as "For Sale" signs, shall be permitted so long as (i) there shall be no more than one (1) sign per Lot, (ii) no such sign shall be placed outside of the Lot within any street right-of-way, common open space or Lot owned by other persons, and (iii) signs comply with such regulations that may be adopted by the Committee from time to time. The Developer shall have the right to erect reasonable and appropriate signs for its own use and the use of other parties engaged in the construction and sale of Improvements on Lots within the Development.

(o) Antennae. No transmitting or receiving equipment (antennas or dishes) for radio, television, or communications may be located on the exterior of any Improvement or on the Lot without the consent of the Committee, and in no event may such equipment be in the front of any Lot or be visible from roads. The specific location and color of such equipment must be approved by the Committee.

(p) Setbacks. No structure other than a fence may be built within fifteen (15) feet of any side Lot line. A front building setback of thirty (30) feet must be observed. All fencing must be placed outside of the roadway and utility easements as shown on the Plat. Setback limits may be adjusted or waived at the discretion of the Committee.

(q) Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved fifteen (15) feet in width along side Lot lines and along Lot lines joining any road or street in the Development. In addition, all lots are subject to such easements, setbacks and road rights-of-way as shown on the Plat .

(r) Ingress/Egress. No Lot shall be used for ingress and egress to any properties not part of this Development. Developer reserves unto itself the right to use any Lot prior to being sold to a third party for ingress and egress to any other adjoining property.

(s) Rights-of-way. The rights-of-way for all roads as shown on the Plat are deemed important to the beauty and substantial development of the Development, and the use and full width of the right-of-way is encouraged so as to continue the development of a broad and open thoroughfare. Owners are hereby restricted and prohibited from placing within this easement/right-of-way any fence, post of any other obstruction to the clear and free mowing and other uses, in the same manner as any other public road/right-of-way. Further, there is reserved to the Developer during the Period of Developer Control and thereafter the Association, the right to remove from this easement/right-of-way by their own action and initiative any such obstruction that may exist now or in the future, whether natural growth or installation.

(t) Lake Side Lots. The property which lies between the lake side property of Lots and Center Hill Lake is owned by the U.S. Army Corps of Engineers, and said property is designated as a area to be undisturbed and shall be left and continued in such condition as complies with the pre-existing condition and neither the Association nor any owner, including owners of lake view Lots, shall take any action contrary to such preserved status.

2. Use Restrictions.

(a) Residential Use. Each Lot shall be used only for private, single-family residential purposes consistent with this Declaration, and not otherwise. The Development is not a campground. No camping in any form will be permitted in the Development.

(b) Nuisance. Each Owner shall refrain from any act or use of his Lot that could reasonably cause embarrassment, discomfort or annoyance to the neighborhood or create a nuisance. No noxious, offensive or illegal activity shall be carried out upon any Lot. No Owner shall commit waste upon any Lot within the Development.

(c) Prohibited Structures. There shall be no single wide mobile homes/manufactured homes, no double wide mobile homes/manufactured homes, no modular homes/buildings or buses or any RV with kitchen or bath facilities situated on any Lot as a residence or for storage, either temporarily or permanently.

(d) Damaged Improvements. In case of complete or partial destruction of any structure by fire, windstorm or other cause, said structure must be rebuilt and the debris removed from the premises within six (6) months of the occurrence.

(e) Vehicles. No motorized vehicle or equipment of any nature shall be situated upon this property except in enclosed storage unless such is a vehicle that is currently licensed and maintained in proper condition for lawful operation upon the highways of the State of Tennessee. All vehicles must be parked in garages or driveway areas and may not be parked on grass or yard areas, except when entertaining. No wrecked vehicle or vehicles in a non-functional condition or vehicles without proper registration shall be parked on any Lot or upon any of the Common Areas. No Owner shall permit any vehicle (operable or inoperable) owned by such Owner or by any person occupying his Improvements or by any guest or invitee of such Owner to remain parked on any street within the Development for a period of more than twenty-four (24) consecutive hours. Any vehicle which remains parked on the street in violation of the foregoing covenant, or in violation of any other rules and regulations now or hereafter adopted by the Board, may be towed at the expense of the owner of such vehicle or the Owner of the Lot adjacent to which such vehicle was parked. Neither the Developer, the Association, nor the Board shall be liable to the owner of such vehicle for trespass, conversion, or otherwise, nor be guilty of any criminal act by reason of such towing, and neither the removal nor the failure of the owner of such vehicle to receive any notice of said violation shall be grounds for relief of any kind. The term "vehicle" as used herein, shall include, without limitation, motorhomes, watercraft, trailers, motorcycles, scooters, trucks, all terrain vehicles campers, buses and automobiles.

(f) Animals. No horses, cows, pigs, sheep, goats or other such farm animals shall be permitted within the Development. Household pets shall be permitted to the extent they do not become a nuisance to neighboring Owners. No pets shall be permitted outside the boundaries of the Owner's Lot unless accompanied by their owners and/or on a leash. The Board, or any individual resident, may take appropriate measures to insure compliance with this provision, including without limitation, having the animal picked up by the appropriate governmental authorities.

(g) Noise. No Owner shall cause or allow any use of his Lot that results in noise which disturbs the peace and quiet of the Development. This restriction includes, without limitation, dogs whose loud and frequent barking, whining or howling disturbs other Lot Owners, exterior music systems or public address systems, and other noise sources which disturb other Owners' ability to peacefully possess and enjoy their Lot.

(h) Tree Planting. Each Owner shall refrain from planting trees or landscaping which could obstruct or impair the view of Center Hill Lake from other Lots. In the event any tree or landscaping planted by an Owner unreasonably obstructs or impairs the view of Center Hill Lake from another Owner's Lot, the Owner who planted such tree or landscaping shall use reasonable efforts to prune or thin trees or other landscaping so as to remove any obstruction or impairment. Notwithstanding the foregoing, each Owner acknowledges that the view of Center Hill Lake may be obstructed or impaired as a result of existing trees or vegetation or due to trees and vegetation on lake side property owned by the U.S. Army Corps of Engineers, and no Owner or Developer shall have responsibility for removing or thinning such trees or vegetation

(i) Burning. No Owner shall permit or cause the escape of such quantities of dense smoke, soot, cinders, noxious acids, fumes, dust, or gasses as to interfere with the use and enjoyment by other Owners of their Lots. Burning of leaves or refuse shall not be permitted within the Development without approval of local governing authorities.

(j) Home Businesses. No house or other structure on any Lot other than the Developer's sales office, shall be used for any business purpose that involves employment of personnel other than residents of the Improvements or in-person, on-Lot sales involving non-residents. A home based Internet business may be conducted within a residence, provided that deliveries to the residence do not exceed two (2) UPS, Federal Express or similar express carries per day. No advertisement of any kind will be permitted on any Lot for a home-based business. No Lot or residence shall be used for a public meeting facility for a club, church, sports exhibition, etc., whether for profit or nonprofit; provided, however, this restriction is not intended to prevent an Owner from using his property for social, religious, or sporting activities that are normal and usual in private dwellings.

(k) Watercraft, RVs, Motorcycles. Watercraft and RVs must be stored only in side and rear yard areas or garages and must not be visible from neighboring Lots, streets or Common Areas. No motorcycle, motorbike, motorscooter or recreational all-terrain vehicle shall be permitted to be operated within the Development, except for motorcycles licensed for transportation on public thoroughfares while traveling directly between the Lot where stored or garaged and such public thoroughfares. Such motorcycles may be operated only on the street

and must not utilize a muffler system other than manufacturer's stock except to decrease the noise level of the motorcycle.

(l) Codes. Each Owner shall observe all governmental building codes, health restrictions, zoning restrictions and other regulations applicable to his Lot. In the event of any conflict between any provision of such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

(m) Speed Limit. Any vehicle moving in excess of 25 miles per hour on any street within the Development shall be considered as speeding and the owner or operator thereof shall be subject to any fine levied by the Association.

(n) Dangerous Activities. The pursuit of hobbies or other inherently dangerous activities including without limitation, the assembly and disassembly of motor vehicles or other mechanical devices, the shooting of firearms (including, without limitation, "B-B" guns, air rifles, pellet guns, and small firearms of all types), fireworks, or other pyrotechnic devices of any type or size, bow hunting, and other such activities shall not be allowed upon any Lot or within the Common Areas.

(o) Rules and Regulations. The Directors may establish rules and regulations governing the conduct of Owners as well as their respective families, invitees, agents, servants and contractors on the Lots or the Common Areas of the Development to assure that the conduct of such persons meets an acceptable standard and meets acceptable public safety requirements. Such rules and regulations shall be binding following notice of the adoption thereof to Owners.

ARTICLE VII.

EASEMENTS

1. Maintenance. All Lots, together with the exterior of all Improvements located thereon, shall be maintained in a neat and attractive condition by their respective Owners. Unattended garage doors that are visible from the roadways shall remain closed.

2. Construction. During land development and throughout construction on any Lot, the following requirements shall apply:

(a) Owners and contractors acting under their authority within the Development shall take all such actions as may be reasonably required to control, inhibit, or prevent land erosion, the sedimentation of streams and impoundments resulting from erosion, and to keep such Lot and the adjoining street in a neat and sightly condition, free from trash, debris and sediment.

(b) No building materials may be stored on any Lot except for the purpose of construction of Improvements on such Lot and then only for such length of time as is reasonably necessary for the construction of the Improvements then in progress.

(c) During construction, an office trailer placed on a Lot may be used temporarily until completion of construction, as a construction office.

(d) One portable toilet must be provided for each job site within the Development. Such portable toilet must be subject to a maintenance agreement that provides for weekly dumping/cleaning of the portable toilet.

(e) A dumpster must be placed on each job site. Trash and excess waste/waste building materials must be placed in the dumpster at the end of each working day.

(f) No building materials can be placed within the road rights-of-way or utility easements.

Owners and contractors acting under their authority within the Development shall indemnify and save the Developer and/or the Association wholly harmless from and against any damage loss, cost or other expense occasioned by their violation of the foregoing covenants or any other rule or regulation adopted by the Association governing construction activity in addition shall be subject to a fine of $100.00 per day during each day during which such violation shall continue.

3. Failure to Maintain Lots. In the event any Owner shall fail to maintain the condition of his Lot, the Improvements located thereon, or any pond (including the surrounding landscaping and retention dam) located thereon in compliance with these Restrictions, the Association (upon the vote of at least two-thirds of its Directors) and after ten (10) days notice in writing and opportunity to cure being afforded to the offending Owner, may enter said Lot and perform such maintenance as may be required to remedy such noncompliance. The cost of such maintenance shall be added to and become a part of the Imposition to which such Lot is subject, and the Owner of such Lot shall be personally liable for the cost thereof.

ARTICLE VIII.

EASEMENTS

1. General. During the Period of Developer Control, Developer reserves an easement for ingress and egress generally across the Development at reasonable places thereon and across the various Lots for the purpose of completing Developer's intended development. Said ingress and egress easement shall in any event be reasonable and shall not interfere with the construction of Improvements on a Lot nor the use and enjoyment of a Lot by an Owner.

2. Emergency. There is hereby reserved without further assent or permit, a general easement to all police officers and security guards employed by the Developer or the Association, firefighters, ambulance personnel, garbage collectors, mail carriers, utility personnel, delivery service personnel and all similar persons to enter upon the Development or any portion thereof in the performance of their respective duties.

3. Utilities. Developer, during the Period of Developer Control, and thereafter the Association, reserves unto itself, its successors and assigns, the right to erect and maintain any utility lines, electric lines, gas lines, or to grant any easements or rights-of-way therefore, together with the right of ingress and egress for the purpose of installing and maintaining the same.

ARTICLE IX.

MORTGAGEE RIGHTS

1. Special Actions Requiring Mortgagee Approval. Notwithstanding anything herein to the contrary, unless at least seventy-five percent (75%) of the first mortgagees (based upon one vote for each Lot encumbered by such first mortgage) or owners (other than the Developer) of the individual Lots have given their prior written approval, the Association shall not be entitled to:

(a) By act or omission, seek to abandon or terminate the restrictions declared herein;

(b) Partition or subdivide any Lot;

(c) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common facilities. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common facilities in the Development shall not be deemed to transfer within the meaning of this clause;

(d) Use hazard insurance proceeds for losses to any common facilities for other than the repair, replacement or reconstruction of such improvements, except as provided by statute.

2. Special Rights of Mortgagees. A first mortgagee, or beneficiary of any deed of trust, shall be entitled to the following special rights:

(a) Upon request, such first mortgagee is entitled to written notification from the Association of any default in the performance of any individual Owner of any obligation under this Declaration that is not cured by such Owner within sixty (60) days.

(b) Any first mortgagee shall have the right to examine the books and records of the Association during regular business hours, and such books and records shall be made available to such first mortgagees upon their request.

3. Notices of Mortgages. Any Owner who mortgages his ownership interest shall notify the Association in such manner as the Association may direct, of the name and address of his mortgagees and thereafter shall notify the Association of the payment, cancellation or other alteration in the status of such mortgages. The Association shall maintain such information in a book entitled "Mortgages."

4. Copies of Notices to Mortgage Lenders. Upon written request delivered to the Association, the holder of any mortgage of any ownership interest or interest therein shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner whose ownership interest or interest therein is subject to such mortgage.

5. Further Right of Mortgagees.

(a) No Owner or any other party shall have priority over any rights of the first mortgagees pursuant to their mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of common facilities.

(b) Any agreement for the professional management for the Association, whether it be by the Developer, is successors and assigns, or any other person or entity, may be terminated on ninety (90) days written notice and the terms of any such contract shall so provide and shall not be of a duration in excess of three (3) years.

(c) The Association shall give to the Federal Home Loan Mortgage Corporation of any lending institution servicing such mortgages as are acquired by the Federal Home Loan Mortgage Corporation, notice in writing of any loss to or the taking of the common facilities if such loss or taking exceeds Ten Thousand Dollars ($10,000.00). The Association may rely on the information contained in book entitled "Mortgages" as must be established pursuant to this Declaration for a list of mortgages to be notified hereby.

ARTICLE X.

GENERAL PROVISIONS

1. Duration. The covenants, conditions and restrictions contained herein shall be appurtenant to and run with the land and shall be binding upon all Owners and parties hereinafter having an interest in any of the Development, and all parties claiming under them, until January 1, 2030, at which time they shall be automatically extended for successive periods of ten (10) years each, unless a Majority of the Votes attributable to Lots in the Development are cast in favor of a proposition to change, amend or revoke such covenants, conditions, and restrictions in whole or in part at a duly called meeting of the Association within the final one (1) year of the term thereof, as extended. Each purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be extended as provided in this Article X, paragraph 1.

2. Amendment. The covenants and restrictions contained in this Declaration may be amended unilaterally by the Developer, without joinder of any Owner, until the termination of the Period of Developer Control. Thereafter, any amendment of this Declaration will require the affirmative vote of a Super-Majority of the Votes entitled to be cast by the then Members of the Association at a duly called meeting of the Association at which a quorum is present. By way of clarification, this process of amendment does not apply to making Additional Properties part of the Development as described in Article II, paragraph 2, nor shall any amendment affecting the rights of the Developer under Article II, paragraph 2 or the rights of Mortgagees be effective until approved by the Developer or by Mortgagees as provided in Article IX, paragraph 1 hereof, as the case may be. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration by acceptance of a deed or other property now or hereafter made subject to this Declaration by other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be amended as provided herein.

This instrument prepared by:
Sherrard & Roe, PLC (SWF)
424 Church Street, Suite 2000
Nashville, Tennessee 37219

AMENDMENT NO. TWO TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR HURRICANE POINTE

This Amendment Number Two to Declaration of Protective Covenants, Conditions and Restrictions for Hurricane Pointe (the "Second Supplemental Declaration") is executed and effective on the 26 day of May, 2005, by Waterfront Group Tennessee, LLC, a Tennessee limited liability company (the "Developer");

WITNESSETH:

WHEREAS, Hurricane Pointe (the "Development") is a residential subdivision presently consisting of ninety-three (93) Lots in DeKalb County, Tennessee that is more particularly described on the Final Plat for Hurricane Pointe, of record in Plat Cabinet Slide No. 263, as amended as to Lot Nos. 24, 25, 26 and 27, of record in Plat Cabinet Slide No. 263A, as amended as to Lot Nos. 57 and 58, of record in Plat Cabinet Slide No. 263C, and as amended by the Phase II Plat of record in Plat Cabinet Slide No. 263D, in the Register's Office for DeKalb County, Tennessee (the "Phase I and Phase II Plats");

WHEREAS, the Developer has previously submitted the Development to the Declaration of Protective Covenants, Conditions, and Restrictions for Hurricane Pointe of record in Record Book 207, page 888, and as amended by instrument of record in Record Book 211, page 791, in the Register's Office for DeKalb County, Tennessee (the "Declaration");

WHEREAS, pursuant to Article II, Section 2 of the Declaration, the Developer is permitted to subject Additional Properties or additional Lots to the Declaration in order to make such Additional Properties part of the Development by the filing of record of one or more Supplementary Declarations;

WHEREAS, the annexation by the Developer of the Additional Property as more particularly described and denominated as Hurricane Pointe, Phase III, consisting of Lots 94 - 149, and the additional common areas and easements as shown on the Plat of Hurricane Pointe Subdivision, Phase III, of record in Plat Cabinet Slide No. 274, in the Register's Office for DeKalb County, Tennessee (being hereinafter referred to as the "Phase III Plat" and the property described therein being hereinafter referred to as "Phase III") is consistent with the common development plan of Hurricane Pointe and authorized under the Declaration;

WHEREAS, the Developer desires that residential floor area of improvements located on Lot Nos. 103 through 132 contain a minimum square footage of 2,000 square feet;

WHEREAS, the Developer now desires to formalize the annexation of Phase III and to effect the dedication of the common areas and easements as shown on the Phase III Plat for the benefit of all present and future owners of Lots in the Development;

WHEREAS, pursuant to Article X, Section 2, the Developer has reserved the right to amend the Declaration unilaterally during the period of Developer Control, which has not expired; and

WHEREAS, the Developer desires to amend certain provisions of the Declaration;

WHEREAS, defined terms used in the Declaration shall have the same meanings ascribed to them in this Second Supplemental Declaration;

NOW THEREFORE, for and in consideration of the premises, the Developer, being empowered so to do, hereby amends the Declaration as follows:

1. Addition of Phase III. The Declaration is amended to make Phase III a part of the Development within the jurisdiction of the Association, and Phase III shall be subject to the Declaration and to the covenants, conditions, and restrictions contained therein effective upon the recordation of this Second Supplemental Declaration.

2. Floor Area of Residence. Notwithstanding Article IV(1)(d) of the Declaration, for Lot Numbers 103 through 132, the total floor area of the main residential structure upon each Lot, exclusive of open porches, patios, breezeways and attached garages, shall contain a minimum of 2,000 square feet of finished living space.

3. Legal Effect; Ratification. The terms and provisions set forth in this Second Supplemental Declaration shall modify and supersede all inconsistent terms and provisions set forth in the Declaration or the Plat; and, except as expressly modified or superseded by this Second Supplemental Declaration, the terms and provisions of the Declaration and Plat, are ratified and confirmed and shall continue and remain in full force and effect.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed by its duly authorized officer as of the year and date first above written.

WATERFRONT GROUP TENNESSEE, LLC

By: William N. Adkins
William N. Adkins, Chief Manager

STATE OF TENNESSEE)
)
COUNTY OF DEKALB)

Before me, REGINA Y. ALLISON, a Notary Public in and for the County and State aforesaid, personally appeared William N. Adkins, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Manager of Waterfront Group Tennessee, LLC, a Tennessee limited liability company (the "LLC"), the within named bargainor, and who further acknowledged that he executed the within instrument for the purposes therein contained by signing the name of the LLC by himself as such Chief Manager.

WITNESS my hand and seal, at office in Smithville, Tennessee this 26 day of May, 2005.

Regina Y. Allison
Notary Public

REGINA Y. ALLISON NOTARY PUBLIC AT LARGE WHITE COUNTY, TN

My Commission Expires:

10-22-07

Jeffrey L. McMillen, Register
DeKalb County

Rec #: 80488		
Rec'd:	15.00	Instrument #: 129167
State:	0.00	Recorded
Clerk:	0.00	5/26/2005 at 2:21 PM
EDP:	2.00	in Record Book
Total:	17.00	222
		Pgs 670-672

This instrument prepared by:
Sherrard & Roe, PLC (SWF)
424 Church Street, Suite 2000
Nashville, Tennessee 37219

AMENDMENT NO. ONE TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR HURRICANE POINTE

This Amendment Number One to Declaration of Protective Covenants, Conditions and Restrictions for Hurricane Pointe (the "Amendment") is executed and effective on the 15th day of October, 2004, by Waterfront Group Tennessee, LLC, a Tennessee limited liability company (the "Developer");

WITNESSETH:

WHEREAS, Hurricane Pointe (the "Development") is a residential subdivision presently consisting of forty-four (44) Lots in DeKalb County, Tennessee that is more particularly described on the Final Plat for Hurricane Pointe, of record in Slide No. 263, in the Register's Office for DeKalb County, Tennessee (the "Phase I Plat");

WHEREAS, the Developer has previously submitted the Development to the Declaration of Protective Covenants, Conditions, and Restrictions for Hurricane Pointe of record in Record Book 2, page 744, in the Register's Office for DeKalb County, Tennessee (the "Declaration");

WHEREAS, pursuant to Article II, Section 2 of the Declaration, the Developer is permitted to subject Additional Properties or additional Lots to the Declaration in order to make such Additional Properties part of the Development by the filing of record of one or more Supplementary Declarations;

WHEREAS, the annexation by the Developer of the Additional Property as more particularly described and denominated as Hurricane Pointe, Section II, consisting of Lots 45-93, and the additional common areas and easements as shown on the Plat of Hurricane Pointe Subdivision, Section II, of record in Slide No. 263, in the Register's Office for DeKalb County, Tennessee (being hereinafter referred to as the "Section II Plat" and the property described therein being hereinafter referred to as "Section II") is consistent with the common development plan of Hurricane Pointe and authorized under the Declaration;

WHEREAS, the Developer now desires to formalize the annexation of Section II and to effect the dedication of the common areas and easements as shown on the Section II Plat for the benefit of all present and future owners of Lots in the Development;

WHEREAS, pursuant to Article X, Section 2, the Developer has reserved the right to amend the Declaration unilaterally during the period of Developer Control, which has not expired; and

WHEREAS, the Developer desires to amend certain provisions of the Declaration;

WHEREAS, defined terms used in the Declaration shall have the same meanings ascribed to them in this First Supplemental Declaration;

NOW THEREFORE, for and in consideration of the premises, the Developer, being empowered so to do, hereby amends the Declaration as follows:

1. Addition of Section II. The Declaration is amended to make Section II a part of the Development within the jurisdiction of the Association, and Section II shall be subject to the Declaration and to the covenants, conditions, and restrictions contained therein effective upon the recordation of this First Supplemental Declaration.

2. Legal Effect; Ratification. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Declaration or the Plat; and, except as expressly modified or superseded by this Amendment, the terms and provisions of the Declaration and Plat, are ratified and confirmed and shall continue and remain in full force and effect.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed by its duly authorized officer as of the year and date first above written.

WATERFRONT GROUP TENNESSEE, LLC

By: _____
William N. Adkins, President

STATE OF TENNESSEE)
)
COUNTY OF DeKalb)

Before me, Regina Y. Allison, a Notary Public in and for the County and State aforesaid, personally appeared William N. Adkins, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of Waterfront Group Tennessee., a Tennessee limited liability company, the within named bargainor, and who further acknowledged that he executed the within instrument for the purposes therein contained by signing the name of the corporation by himself as such President.

WITNESS my hand and seal, at office in Sparta, Tennessee this 1st day of November, 2004.

_____
Notary Public

My Commission Expires:

10-22-07

REGINA Y. ALLISON NOTARY PUBLIC AT LARGE WHITE COUNTY, TN

Jeffrey L. McMillen, Register
DeKalb County
Rec #: 78462 Instrument 126471
Rec'd: 15.00 MBk: 2 Pg 834
State: 0.00
Clerk: 0.00 Recorded
EOP: 2.00 11/29/2004 at 2:11 PM
Total: 17.00 in Record Book
211 Pages 791-793

This instrument prepared by:
Sherrard & Roe, PLC (SWF)
424 Church Street, Suite 2000
Nashville, Tennessee 37219

AMENDMENT NO. TWO TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR HURRICANE POINTE

This Amendment Number Two to Declaration of Protective Covenants, Conditions and Restrictions for Hurricane Pointe (the "Second Supplemental Declaration") is executed and effective on the 26 day of May, 2005, by Waterfront Group Tennessee, LLC, a Tennessee limited liability company (the "Developer");

WITNESSETH:

WHEREAS, Hurricane Pointe (the "Development") is a residential subdivision presently consisting of ninety-three (93) Lots in DeKalb County, Tennessee that is more particularly described on the Final Plat for Hurricane Pointe, of record in Plat Cabinet Slide No. 263, as amended as to Lot Nos. 24, 25, 26 and 27, of record in Plat Cabinet Slide No. 263A, as amended as to Lot Nos. 57 and 58, of record in Plat Cabinet Slide No. 263C, and as amended by the Phase II Plat of record in Plat Cabinet Slide No. 263D, in the Register's Office for DeKalb County, Tennessee (the "Phase I and Phase II Plats");

WHEREAS, the Developer has previously submitted the Development to the Declaration of Protective Covenants, Conditions, and Restrictions for Hurricane Pointe of record in Record Book 207, page 888, and as amended by instrument of record in Record Book 211, page 791, in the Register's Office for DeKalb County, Tennessee (the "Declaration");

WHEREAS, pursuant to Article II, Section 2 of the Declaration, the Developer is permitted to subject Additional Properties or additional Lots to the Declaration in order to make such Additional Properties part of the Development by the filing of record of one or more Supplementary Declarations;

WHEREAS, the annexation by the Developer of the Additional Property as more particularly described and denominated as Hurricane Pointe, Phase III, consisting of Lots 94-149, and the additional common areas and easements as shown on the Plat of Hurricane Pointe Subdivision, Phase III, of record in Plat Cabinet Slide No. 274, in the Register's Office for DeKalb County, Tennessee (being hereinafter referred to as the "Phase III Plat" and the property described therein being hereinafter referred to as "Phase III") is consistent with the common development plan of Hurricane Pointe and authorized under the Declaration;

WHEREAS, the Developer desires that residential floor area of improvements located on Lot Nos. 103 through 132 contain a minimum square footage of 2,000 square feet;

WHEREAS, the Developer now desires to formalize the annexation of Phase III and to effect the dedication of the common areas and easements as shown on the Phase III Plat for the benefit of all present and future owners of Lots in the Development;

WHEREAS, pursuant to Article X, Section 2, the Developer has reserved the right to amend the Declaration unilaterally during the period of Developer Control, which has not expired; and

WHEREAS, the Developer desires to amend certain provisions of the Declaration;

WHEREAS, defined terms used in the Declaration shall have the same meanings ascribed to them in this Second Supplemental Declaration;

NOW THEREFORE, for and in consideration of the premises, the Developer, being empowered so to do, hereby amends the Declaration as follows:

1. Addition of Phase III. The Declaration is amended to make Phase III a part of the Development within the jurisdiction of the Association, and Phase III shall be subject to the Declaration and to the covenants, conditions, and restrictions contained therein effective upon the recordation of this Second Supplemental Declaration.

2. Floor Area of Residence. Notwithstanding Article IV(1)(d) of the Declaration, for Lot Numbers 103 through 132, the total floor area of the main residential structure upon each Lot, exclusive of open porches, patios, breezeways and attached garages, shall contain a minimum of 2,000 square feet of finished living space.

3. Legal Effect; Ratification. The terms and provisions set forth in this Second Supplemental Declaration shall modify and supersede all inconsistent terms and provisions set forth in the Declaration or the Plat; and, except as expressly modified or superseded by this Second Supplemental Declaration, the terms and provisions of the Declaration and Plat, are ratified and confirmed and shall continue and remain in full force and effect.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed by its duly authorized officer as of the year and date first above written.

WATERFRONT GROUP TENNESSEE, LLC

By: William N. Adkins
William N. Adkins, Chief Manager

STATE OF TENNESSEE)
)
COUNTY OF DEKALB)

Before me, REGINA Y. ALLISON, a Notary Public in and for the County and State aforesaid, personally appeared William N. Adkins, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Manager of Waterfront Group Tennessee, LLC, a Tennessee limited liability company (the "LLC"), the within named bargainor, and who further acknowledged that he executed the within instrument for the purposes therein contained by signing the name of the LLC by himself as such Chief Manager.

WITNESS my hand and seal, at office in Smithville, Tennessee this 26 day of May, 2005.

Regina Y. Allison
Notary Public

REGINA Y. ALLISON NOTARY PUBLIC AT LARGE WHITE COUNTY, TN

My Commission Expires:

10-22-07

Jeffrey L. McMillen, Register
DeKalb County

Rec #:	80488	
Rec'd:	15.00	Instrument #: 129167
State:	0.00	Recorded
Clerk:	0.00	5/26/2005 at 2:21 PM
EDP:	2.00	in Record Book 222
Total:	17.00	Pgs 670-672