

This Instrument Prepared By:
Linda W. Knight
GULLETT, SANFORD, ROBINSON & MARTIN, PLLC
3rd Floor, 230 Fourth Avenue, North
P. O. Box 198888
Nashville, Tennessee 37219-8888

BOOK 11755 PAGE 166

**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR SUGARTREE**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUGARTREE (herein sometimes called the "Amended and Restated Declaration") is made, declared and established by the respective signatories whose names are set forth on the signature pages of this instrument (herein collectively called "Declarants"), Declarants being greater than two thirds (2/3) of the owners of Sites shown on the Plan of Sugartree, as revised, as set forth and described more particularly hereinafter.

WITNESSETH:

WHEREAS, Declarants are greater than two thirds (2/3) of the owners of lots shown on the Plan of Sugartree of record at Book 4675, pages 141 and 142 (Phase I), Register's Office of Davidson County, Tennessee ("RODCT"), as revised in the following book and page numbers, RODCT:

Sugartree Phase II	Book 4675, Pages 161 & 162
Sugartree Phase II Revised	Book 4860, Pages 56 & 57
Sugartree Revision # 2, Phase II	Book 4860, Pages 79 & 80
Sugartree Phase III	Book 4860, Pages 117-121
Sugartree Phase 2 Resub Lots 81 & 82	Book 4955, Page 18
Sugartree Phase 3 Resub Lots 99, 100 & 101	Book 4955, Page 37
Sugartree Phase 1 Resub Lots 37, 38 & 39	Book 4955, Page 42
Sugartree Phase 3 Resub Lot 90	Book 5060, Page 124
Sugartree Phase IV	Book 4955, Page 84
Sugartree Revised Phase III	Book 5050, Pages 67-71
Sugartree Revised Phase I	Book 5210, Page 24
Sugartree Phase 3 Revised Resub Lots 140 & 141	Book 5210, Page 61
Sugartree Phase 3 Revised Resub Lots 93 & 94	Book 5210, Page 212
Sugartree Phase 3 Revised Resub Lots 189 & 190	Book 5210, Page 213
Sugartree Phase 3 Revised Resub Lot 180	Book 5210, Page 231
Sugartree Phase 3 Revised Resub Lots 123 & 124	Book 5210, Page 343
Sugartree Phase V a/k/a Chestnut Hill Condo	Book 5200, Page 537
Sugartree Phase 3 Revised Resub Lots 104 & 106	Book 7900, Page 590

(all such property being sometimes herein called the "Property"); and

WHEREAS, the Property is subject to Declaration of Covenants, Conditions and Restrictions for Sugartree dated September 18, 1974, made by Sugartree Properties, Inc., as "Developer" (the "Original Declaration"), of record at Book 4857, page 157, Register's Office for Davidson County, Tennessee ("RODCT"); and

WHEREAS, Declarants in accordance and in compliance with the requirements of Article IX, Section Two, of the Original Declaration which provide that the Original Declaration may be amended by the Developer, without joinder of any Site owner, for a period of eight (8) years from the date thereof (or from the date of the last supplement thereto which added additional properties to Sugartree), and thereafter by an agreement signed by at least two thirds (2/3) of the Owners whose Sites were then subject thereto, amended the Original Declaration as follows:

1. Supplementary Declaration of Covenants, Conditions and Restrictions for Sugartree, dated December 19, 1974, of record at Book 4874, page 463, RODCT;

2. Amendment to Declaration of Covenants, Conditions and Restrictions for Sugartree, dated May 9, 1975, of record at Book 4911, page 356, RODCT;
3. Second Amendment to Declaration of Covenants, Conditions and Restrictions for Sugartree, dated February 11, 1976, of record at Book 4996, page 126, RODCT;
4. Third Amendment to Declaration of Covenants, Conditions and Restrictions for Sugartree, dated March 1, 1976, of record at Book 5003, page 688, RODCT;
5. Supplementary Declaration of Covenants, Conditions and Restrictions for Sugartree (Phase III), [and Amendment] dated June 24, 1976, of record at Book 5087, page 220, RODCT;
6. Supplementary Declaration of Covenants, Conditions and Restrictions for Sugartree (Phase IV) and Amendment to Declaration of Covenants, Conditions and Restrictions for Sugartree (Phases I, II, III and IV), dated April 21, 1977, of record at Book 5152, page 401, RODCT;
7. [Sixth] Amendment to Declaration of Covenants, Conditions and Restrictions for Sugartree, dated October 11, 1979, of record at Book 5514, page 138, RODCT; and
8. Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for Sugartree, dated August 5, 1980, of record at Book 5691, page 61, RODCT; and

WHEREAS, pursuant to said Article IX, Section Two of the Original Declaration, at least two-thirds (2/3) of the Owners whose Sites are subject to the Original Declaration and the aforementioned Supplements and Amendments, have agreed that the Original Declaration, as previously supplemented and amended, shall be amended and restated as more particularly set forth herein, and that this Amended and Restated Declaration shall supersede and control over the Original Declaration,

NOW, THEREFORE, in consideration of the premises, the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarants hereby make, declare and establish that all of the Sites of real property, shown on the Plan of Sugartree, as revised, as more particularly identified hereinabove, and all common areas, streets, service drives and other real property included in such Plan, as revised, be, and hereby are, made subject to the restrictions, covenants, conditions, easements, assessments, liens and other matters more particularly set forth herein, and that the provisions contained in this Amended and Restated Declaration shall be binding upon the Declarants, all other Owners of Sites in Sugartree, the Sugartree Homeowners Association, Inc., all Members thereof, and their families, lessees, and all persons who enter upon Sugartree property, their heirs, successors and assigns, and all persons claiming by, through or under any of Declarants; and that the matters contained herein shall be covenants running with the land, such that Declarants and each and every person, firm or entity now owning or hereafter acquiring any portion of the Property, whether by deed, will, intestate succession, operation of law, or otherwise, owns or shall acquire such portion of the Property subject to all the terms and provisions herein contained. This Amended and Restated Declaration amends, restates, supersedes and controls over the terms and provisions of the Original Declaration, as supplemented and amended. However, all actions heretofore done or taken pursuant to the Original Declarations, as supplemented and amended are hereby ratified and approved. The terms and provisions of this Amended and Restated Declaration are as follows:

ARTICLE I
DEFINITIONS

Terms used herein shall mean as follows:

1. "Amended and Restated Declaration" shall mean this instrument.
2. "Architectural Committee" shall mean the committee designated by the Board of Directors of the Association to perform certain functions with respect to Sugartree as set forth

herein, and in the By-Laws.

3. "Articles of Incorporation" shall mean the Charter and Articles of Incorporation of the Association, as it may be amended.
4. "Association" shall mean Sugartree Homeowners Association, Inc., a non-profit corporation organized and existing under the laws of the State of Tennessee, its successors and assigns.
5. "Board" or "Board of Directors" shall mean the Board of Directors of the Association, which shall consist of the number of Directors set forth in the By-Laws.
6. "By-laws" shall mean the By-Laws of the Association, as amended from time to time.
7. "Common Area(s)" shall mean and refer to any and all real property owned by the Association, or such other property to which the Association may hold legal title, whether in fee or for a term of years, for the non-exclusive use, benefit and enjoyment of the Members of the Association, subject to the provisions of this Amended and Restated Declaration. Such Common Areas shall include, without limitation, the streets, sidewalks and other passageways, parks, recreational areas, swimming pool, tennis courts, gatehouse, clubhouse, and walls and fences constructed on the Property. Common Areas with respect to the Property made subject to this Amended and Restated Declaration, whether at the time of the filing of the Original Declaration, as supplemented or amended, or subsequently, shall be shown on the Plan of Sugartree and designated thereon as "Common Areas" or "Open Space."
8. "Declarants" shall mean all persons who are signatories of this instrument.
9. "Grounds Committee" shall mean the committee designated by the Board to perform certain functions with respect to maintenance and landscaping of the Property.
10. "Improvement" shall mean any building, house, garage, patio, porch, walkway, path, wall, fence, driveway, or any other thing or object built, constructed, fabricated, made, performed or done on a Site.
11. "Member" shall mean and refer to an Owner. Each Owner shall be a Member of the Association.
12. "Owner" or "Owners" shall mean the record Owner or Owners, whether one or more persons, of the fee simple interest in any Site excluding, however, those parties (a) having such interest solely as trustee, beneficiary or mortgagee of a deed of trust or mortgage, or (b) holding solely a security interest for the performance of an obligation or indebtedness, or (c) holding a lessee's interest under a lease.
13. "Person" shall mean a natural person, as well as a corporation, partnership, firm, association, trust or other legal entity.
14. "Property" shall mean the real property shown on the Plan of Sugartree, as revised, as set forth hereinabove.
15. "Site" or "Sites" shall mean a lot or the lots designated on the Plan of Sugartree, as revised as set forth hereinabove, to be used for single-family residential purposes and so designated on the Plan of Sugartree, as revised as described hereinabove, including any resubdivided and/or renumbered lots, and also including any condominium within Sugartree under unit ownership arrangement or agreement.
16. "Sugartree" shall mean the residential community in Nashville, Davidson County, Tennessee, known as Sugartree, which is located on the Property.

ARTICLE II
PROPERTY SUBJECT TO THIS AMENDED AND RESTATED DECLARATION

Section One. The Property which is and shall be held, transferred, sold, conveyed and occupied subject to this Amended and Restated Declaration is more particularly described and shown on the Plan of Sugartree of record at the above-referenced book and page numbers in the RODCT. The Association reserves the right to subject other real property, both Sites and Common Areas, to the restrictions set forth herein, as provided below.

Section Two. Additions. Without further assent or permit, the Association hereby reserves the right, exercisable from time to time, to subject other contiguous real property to the restrictions set forth herein, in order to extend the scheme of this Amended and Restated Declaration to other contiguous property to be developed as part of Sugartree, and thereby to bring such additional properties within the jurisdiction of the Association. Such additions shall be made by filing of record one or more supplementary Declarations in respect to the properties to be then subjected to this Amended and Restated Declaration. Such filing of record shall extend the jurisdiction of the Association to such property, and thereby subject such addition to assessment for their just share of the Association's expenses. Each Supplementary Declaration may contain such complementary additions and modifications of this Amended and Restated Declaration as may be necessary to reflect the different character of the added properties; provided, however, that any such Supplemental Declaration or any such other Declaration shall not revoke or otherwise amend the provisions of this Amended and Restated Declaration as this Amended and Restated Declaration pertains to the Property subjected hereto.

ARTICLE III
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section One. Membership.

(a) Every person who is an Owner of record of a fee simple interest in a Site shall be a member of the Association, and shall be subject to and bound by the Association's Articles of Incorporation, By-Laws, rules and regulations; provided that persons who hold an interest in any Site as trustee or mortgagee under a deed of trust or mortgage, or as a security interest for the performance of an obligation or indebtedness, or as a lessee, shall not be a Member of the Association. Ownership of a Site shall be the sole qualification for membership in the Association. When any Site is owned of record by more than one person, such as in tenancy by the entirety or tenancy in common, or when ownership of any Site is vested of record in a corporation, partnership, or other legal entity which is not a natural person, membership as to such Site shall be joint; and the rights arising by virtue of such membership (including the voting right arising therefrom) shall be exercised only as stipulated in Section Two of this Article.

(b) During any period in which a Member shall be in default (i) in the payment of any annual, special or other periodic assessment levied by the Association, or (ii) in any other obligation imposed upon such party hereunder, or under the By-Laws or rules or regulations then in effect, then the voting rights and other rights of membership, including use of Common Areas and facilities maintained by the Association, of such Member may be suspended by the Board, and the Board may impose other sanctions deemed appropriate by the Board, until such assessment and all additional sums due, are paid, and any such other obligation is performed. In the event of violation by a Member of any obligations described in the foregoing phrase (ii), the Board may suspend such Member's voting and other rights, and/or impose other appropriate sanctions, after a hearing at which the basic requirements of due process shall be observed, as may be more particularly set forth in the By-Laws.

Section Two. Voting Rights.

(a) The voting rights of membership shall be appurtenant to the ownership of each Site. There shall be only one (1) class of membership. Each Site shall be entitled to one (1) vote as a Member or Members of the Association. When two or more persons hold an ownership interest in any Site, all such persons shall be Members. The vote for such Site shall be exercised by only one (1) of such persons for and on behalf of all persons holding an ownership interest in a Site. In no event shall more or less than one (1) vote be cast with respect to any Site.

(b) Members shall vote in person, or by proxy executed in writing by a Member. No proxy shall be valid after eleven (11) months from the date of its execution, or after conveyance by the Member of his Site. The vote of a Member which is a legal entity rather than a natural person shall be cast by the President or designated officer of the Member corporation, or a general partner or chief executive officer of a corporate general partner of a partnership Member.

(c) Any Member who is delinquent in the payment of any charges duly levied by the Association against a Site owned by such Member shall not be entitled to vote until all such charges, together with interest, costs and expenses as applicable, have been paid. No hearing shall be required prior to suspension of the right to vote because of a delinquency.

(d) Voting on all matters except the election of Directors shall be by voice vote or by show of hands, unless a majority of the Members present at a meeting of the Association shall, prior to voting on any matter, demand a ballot vote on that particular matter. Where Directors are to be elected by the Members, the solicitation of proxies for such elections may be conducted by mail. Votes for Directors shall be by paper ballot unless such is specifically waived by majority of the Members present at a meeting of the Association and entitled to vote.

ARTICLE IV COMMON AREA PROPERTY RIGHTS

Section One. Every Member shall have a non-exclusive, undivided right and easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every Site subject to the provisions of this Amended and Restated Declaration and the Articles of Incorporation and By-Laws of the Association, including but not limited to the following:

(a) The right of the Association to limit the use of the Common Areas to Members, their families and guests;

(b) The right of the Association to suspend the voting and enjoyment rights of a Member, his family and guests, for any period during which any assessment against his Site remains unpaid, or for any infraction of the Association's published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas, or any easement upon or beneath any part of the Common Area, to any public agency, authority or utility for such purposes, and subject to such conditions, as may be agreed to by the Association. No such dedication or transfer shall be effective unless the Members entitled to at least two-thirds (2/3) of the votes agree to such dedication or transfer, and signify their agreement by a signed and recorded written document; provided, that this Paragraph shall not preclude the Board from granting easements for the installation and maintenance of electrical, telephone, cablevision, water and sewerage, utilities and drainage facilities upon, over, under and across the Common Area without the assent of the Association when such easements are requisite for the convenient use and enjoyment of the Property.

Section Two. The right and easement of enjoyment granted to every Owner in Section One of this Article IV may be exercised by members of the Owner's family. An Owner may, with the approval of the Board, delegate his rights of enjoyment in the Common Areas to his tenants who occupy the Site of that Owner.

Section Three. Every Owner shall have an interest in all of the Common Areas owned by the Association as is represented by the ratio of the number of votes to which such Owner is entitled to the total number of votes in the Association.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section One. Annual and Other Periodic Assessments. Every Owner of any Site, by acceptance of a deed therefor or by acquisition of an interest in the Site by any other means, whether or not such is so expressed in any such deed or other instrument of conveyance, covenants and agrees to pay to the Association such monthly, quarterly, annual, or other periodic assessments and charges as may be levied by the Board. Sites may be divided into classes, with different assessments applied to such classes.

Section Two. Purpose of Assessments. The assessments levied by the Board shall be used to provide funds for such purposes as the Board may determine for the benefit of Members of the Association, which purposes shall include maintenance, landscaping and beautification of the Common Areas, and maintenance of all walkways, streets, roadways, the gatehouse, clubhouse, walls and fences on the Property. Except as the Board may otherwise determine, the Association shall provide maintenance of all landscaped areas, including the lawns of the Members, excepting only enclosed yards, patios or terraces at any Sites. Funds may also be used to provide other services for the Association to promote the health, safety and welfare of the residents of Sugartree, including acquisition, improvement and maintenance of the Property, services and facilities related to the use and enjoyment of the Common Areas, including but not limited to the cost of repair, replacement and additions thereto; employment of a general manager and other personnel; the cost of labor, equipment, materials, management and supervision thereof; payment of taxes assessed against the Common Areas; procurement of and payment for insurance; employment of security personnel; the employment of attorneys, accountants and other persons whom the Board may elect to employ; and such other needs as may arise. In addition, the Association shall maintain and operate recreational areas, including playground, a swimming pool, tennis courts and clubhouse. The Board shall assess the Members for all reasonable costs so incurred.

Section Three. Creation of the Lien and Personal Obligation of Assessment. In order to secure payment at and after the due date of each assessment, there is declared to be a continuing lien and charge against each Site, the amount of which shall include costs, expenses, and reasonable attorney's fees incurred by the Association in connection with the protection or enforcement of its rights hereunder with respect to such Site, or the collection of all delinquent accounts plus interest. All such amounts shall bear interest from thirty (30) days after the date the assessment was due and payable, at a rate equal to the lesser of one and one-half percent (1.5%) per month, or the maximum rate then allowed by applicable law. Each such assessment, together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner or Owners of such Site at the time when the assessment fell due. However, such personal obligation shall not pass to successors in title unless expressly assumed by a successor, provided such assumption shall not relieve the transferring Owner or Owners, their heirs, executors and administrators, of such obligation.

Section Four. Special Assessments. In addition to monthly, quarterly or annual assessments, the Association may levy, in any year, a special assessment applicable to that year only, provided that any such assessment must have the affirmative vote of not less than two-thirds (2/3) of votes of Members of the Association present, in person or by proxy, at a duly called meeting held after notice in writing as provided in the By-Laws. Any special assessment for each Site shall be assessed against each Site in the same proportions as monthly, quarterly or annual assessments are assessed against each Site.

Section Five. Date of Commencement of Assessment; Due Dates; Certificate of Payment. At least thirty (30) days before January 1 of each year, the Board shall fix the amount of the annual or other periodic assessment against each Site. In the event the Board elects not to fix such assessment rate as herein provided, the amount of the prior year's assessment shall be the fixed amount. Written notice of any changed assessment rate shall be sent to every Owner whose name and address has been furnished to the Association. The due dates for the payment of annual and special assessments shall be established by the Board. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Site have been paid to date.

Section Six. Effect of Non-Payment of Assessment: Remedies of the Association. In

order to enforce its rights to collect assessments, plus all other amounts payable, including interest, costs and reasonable attorney fees, the Association may bring an action at law or in equity against the person or persons constituting the Owner(s) obligated to pay the same, and may foreclose the lien against the Site to which the assessment attaches; the costs, expenses and reasonable attorney's fees arising by virtue of such action shall be added to the amount of such assessment. In addition, the Board may impose such other penalties as are permitted by the By-Laws. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the facilities maintained by the Association or abandonment of a Site.

Section Seven. Subordination of the Lien to Deeds of Trust and Mortgages. The lien provided for herein shall be subordinate to the statutory lien for ad valorem taxes, and the lien under any deed of trust or mortgage encumbering any Site. Sale or transfer of any Site shall not impair any assessment lien. However, sale or transfer of any Site pursuant to any deed of trust or mortgage, whether by virtue of foreclosure thereof, or transfer in lieu of foreclosure, shall extinguish the lien of such assessment, but only as to payments which became due prior to such sale or transfer, but the Association shall have a lien upon the proceeds from foreclosure or of sale, which shall be junior to the foreclosed deed of trust or mortgage, but senior to the equity of redemption of the mortgagor or trustor, and any other lien, claim or interest. No sale or transfer shall relieve an Owner or a Site from liability for any assessment thereafter becoming due, or from the lien from such assessment thereafter becoming due.

Section Eight. Exempt Property. The assessments, charges and liens created under this Amended and Restated Declaration shall not apply to the Common Areas. Additionally, they shall not apply to any Site the title to which is vested either in any lienholder subsequent to foreclosure or a deed in lieu of foreclosure; provided, however, upon the resale of such Site by such mortgagee, the assessments, charges and liens provided for herein shall again commence and accrue, and shall be fully applicable to such Site upon conveyance to any subsequent Owner. Additionally, all Property dedicated to and accepted by a local public authority, and all land granted to or used by a utility company, shall be exempt from such assessments.

ARTICLE VI ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS

Section One. Approval of Plans. No construction, reconstruction, remodeling, alteration, change or addition, including any change or alteration of the appearance (including but not limited to any change or color of paint, siding, roofing, etc.), to any structure, building, fence, wall, driveway, path or other Improvement of any nature shall be commenced, performed, done or made without obtaining the prior written approval of the Board, or the Architectural Committee designated by the Board, as to the location of the same and as to its plans and specifications, including all aspects and details of the appearance thereof, as affects the exterior thereof. Further, all construction of new structures, and alterations, changes or additions to existing structures and other Improvements, shall be subject to the provisions of the zoning ordinances of Davidson County, Tennessee and the municipality having jurisdiction over the same. Applications shall be made to the proper municipal governmental agency for a building permit for such construction, alteration or addition. For this purpose, the Board may establish an Architectural Committee, which shall have authority to review and act upon requests for approval of requests for approval of such work. As a prerequisite to consideration for such approval, and prior to the beginning of the contemplated work, two (2) complete sets of the Site plan and of the building plans and specifications or other plans for the proposed work, including complete information concerning the appearance thereof, and any other information requested by the Board or Architectural Committee, must be submitted to the Board, or Architectural Committee, for approval. The Board, or Architectural Committee, shall be the sole arbiter of the same, and may withhold approval for any reason, including purely aesthetic considerations. Upon approval being given, construction or other work shall commence within ninety (90) days, and shall be prosecuted to completion promptly and in strict compliance with the approved plans. Otherwise, the approval shall be void. The failure of the Board or Architectural Committee to act upon any request for approval of any proposed work and the plans and specifications therefor within thirty (30) days from the date of submission shall constitute approval of such request. If an Owner commences construction, reconstruction, etc., of a structure, building, or other Improvement as described hereinabove, without first submitting the required plans, specifications and information to the Board or the Architectural Committee, the construction, reconstruction or other work can be enjoined pending Board or Architectural

Committee approval of the proposed project; and, if the project is disapproved, the Owner shall remove any work done and restore the Site and the Improvement(s) in question to its or their prior condition or such condition as may be ordered by the Board or Architectural Committee. A reasonable fee may be charged by the Board to defray its costs incurred in considering or acting upon any proposed plans and specifications. All structures and Improvements, etc., heretofore constructed and now in existence are hereby ratified and deemed to be in compliance with this Amended and Restated Declaration, unless notice to the contrary has heretofore been given to a particular Owner, by any means. Any Owner who is dissatisfied with the decision of the Architectural Committee can appeal to the Board, which may reverse the decision of the Architectural Committee by a two-thirds (2/3) vote of the members present at a Board meeting at which there is a quorum.

Section Two. Improvements, Setback and Use Restrictions.

(a) Minimum setback requirements have been established on the recorded Plan of Sugartree, as revised, but are not intended to engender uniformity. They are intended to avoid overcrowding and monotony. It is therefore intended that setbacks may be staggered, where appropriate, so as to preserve trees and to assure vistas of open areas. The Board shall have the right to approve the site plan and location of each house or other structure on each Site and to arrange the same in such manner as it shall deem in the best interests of the overall development. No building or structure, or any part thereof, shall be located on any Site nearer to the front line, or to a side or rear line, than the minimum setback lines shown on the recorded plan or as specified in applicable zoning ordinances or regulations. For the purpose of determining compliance with the minimum setback requirement, eaves, stoops, open porches, walks and steps extending beyond the front wall of a structure shall not be considered a part thereof unless said encroachments are in violation of an applicable zoning ordinance. No change of location of a structure upon a Site so as to place the same outside the designated front side and rear lines shall be permitted except upon application to the governmental body having jurisdiction over the same.

(b) All structures and other Improvements to any Site must be built to comply with the approved Site plan and plans and specifications therefor, as well as the setback lines, square footage requirements, etc., also imposed. Before any newly-constructed house can be occupied, it must be completely finished.

(c) The total floor living area of the main structure upon any Site, exclusive of open porches, patios, decks, garages, carports, and breezeways, shall be not less than two thousand (2,000) square feet, and shall comply with the maximum and minimum ratios of land to building area as shown on the recorded Plan, as revised; provided, however, condominium units located on the area designated as "Chestnut Hill" on the Plan of record in Book 5200, page 537, RODCT, with access off Auburn Lane, shall have a minimum total floor living area for each unit of not less than one thousand eight hundred (1,800) square feet.

(d) Boundary walls for individual Sites may be erected, provided that the same are approved by the Board or Architectural Committee, and are set back from the street at least as far as the front building line. No walls, other than retaining walls, may be constructed along the street on the front of any Site. No retaining wall shall extend to a height greater than three (3) feet above the earth being retained, unless it is also a side or rear boundary or privacy wall or fence. No boundary wall, nor any wall enclosing a patio or courtyard, shall extend to a height greater than eight (8) feet from ground level, except with the consent of the adjoining Site Owners, the Board and the governmental body having jurisdiction over the same. All boundary and retaining walls must be of brick, stone, stucco or material agreeable to the Board or Architectural Committee. No fences, or walls enclosing rear yards, located along rear property lines, may be built closer to a service drive than the rear setback line (if any) shown on the recorded Plan of Sugartree.

(e) Any swimming pool on a Site must be located to the rear of the main dwelling and shall be no closer than five (5) feet to any Site line.

(f) The Board shall have the right to establish a uniform mailbox and mailbox location system.

(g) Incinerators for garbage, trash or other refuse shall not be used or permitted

to be erected or placed on any Site. Any and all equipment, air conditioner condensers, woodpiles, garbage cans, refuse or storage piles placed on any Site, whether temporary or permanent, shall be screened to conceal the same from view of neighboring Sites, roads, streets, and open areas. Plans for all screening walls and enclosures must be approved by the Board or Architectural Committee.

(h) No lumber, brick, stone, block, concrete, dirt, or other building or landscaping materials, or any other thing used for building or landscaping purposes, shall be stored on any Site except for the purpose of construction on such Site, and then only for such length of time as is reasonably necessary for the construction of the Improvements then in progress.

(i) Utility meters, air conditioning compressors, and other like equipment shall not be visible from neighboring Sites, roads, streets and open areas. Outdoor television antennae are prohibited. Outdoor satellite dishes may be permitted, so long as the following conditions are met: Such satellite dishes shall be the smallest size available based upon current technology, and in any event shall be less than one meter in diameter. They shall be of unobtrusive design and color, and shall be placed in an unobtrusive location. All satellite dishes, and the placement thereof, and any alteration to such dishes or the placement thereof, must be approved in advance by the Architectural Committee; and, in any event, they shall not be visible to one viewing from the front of the Improvement.

(j) No Owner shall excavate or extract earth from any of the Sites, except for the specific purpose of making approved Improvements to his Site, or for landscaping purposes. No elevation changes shall be permitted on any Site which will materially affect the surface grade of that Site or an adjacent Site. Fill on any Site shall be subject to the approval of the Board or Architectural Committee, as to the nature of the fill employed and as to the manner and methods of installation.

(k) Outside clotheslines and clothes hanging devices shall not be permitted. Eave lights may not be installed on the fronts or sides of residences, except on the Sites in Belle Meade. Eave lights installed on the sides of residences must be adjusted so that the rays of any beam or flood light will be directed toward the rear of the residence, and not to the side or front. Eave lights shall also only shine vertically and shall not be directed toward the property of others.

(l) Sales of personal property on any Site, such as "garage sales," "patio sales," "yard sales," and similar sales, are prohibited.

(m) No garages or carports may face the street in front of a residence, unless approved by the Board or Architectural Committee, or unless the Site in question is not served by a service drive. Parking of vehicles in service drives is prohibited.

(n) No permanent basketball goals shall be permitted to be affixed to an Improvement or installed upon a Site. A permanent basketball goal shall be permitted at the playground adjacent to the Clubhouse. No tennis backboards shall be permitted on a Site.

Section Three. Maintenance. The Owners of all Sites shall maintain their Sites, and the exteriors of all Improvements located thereon, in a neat and attractive condition. To provide uniformity in the maintenance of the landscaping, the Association may contract with one or more landscaping services to provide maintenance services for all Sites and other Property within Sugartree, excepting only enclosed yards, courts, patios, at Sites. The cost of such maintenance shall be a Common Area charge for all areas, and shall be paid through the assessments referred to hereinabove.

Section Four. Remedies. If any Owner fails to complete construction of such Owner's residence according to the approved plans and specifications, or fails to maintain the Improvements situated upon the Site in a manner satisfactory to the Association (including the Owner's performing maintenance work resulting in an appearance which is not attractive from an aesthetic standpoint), the Association may (in addition to any other available remedies), upon the vote of two-thirds (2/3) of the Board present at a meeting at which there is a quorum, and after giving ten (10) days' notice in writing to the Owner(s), and in the event of continued failure to commence the correction of the matter in issue, enter upon said Site and complete, repair, maintain or restore the exterior of the Improvements erected thereon. The cost of such exterior maintenance shall be added to and become

a part of the assessment to which such Site is subject, and shall constitute a lien against the Site; and the Owner(s) shall be personally liable for the cost incurred to perform such maintenance, repair, restoration or other work.

Section Five. Residential Use. All Sites shall be used only for private, single-family residential purposes, and not otherwise, except for those Sites in Chectnut Hill Condominiums, Phase V, which are designated for condominiums.

Section Six. Parking of Automobiles. A minimum of two (2) off-street parking spaces for each residence must be provided by each Owner, which shall be located off the service drive at the rear of the residence, if it is served by a service drive; otherwise, on the Owner's driveway. Additional parking shall be permitted at the front of the residence with the permission of the Board. Parking for guests of residents and visitors may be provided by the Association at the locations shown on the recorded Plan, which shall be for the use of guests of Owners generally, and shall not be assigned to individual Owners. Additionally, the Board may permit the use of certain designated open spaces for the parking of automobiles on special occasions.

Section Seven. Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred, pastured or maintained on any Site, except household pets, which may be kept in reasonable numbers as pets for the sole pleasure of the occupants, but not for any commercial purpose or use. No pet shall be permitted outside of any residence unless it is accompanied by its owner, and on a leash. The Board or an appropriate Committee may make additional rules concerning animals. The Board may take appropriate measures to insure compliance with these provisions.

Section Eight. Uses and Activities Permitted and Prohibited. No house or other Improvement on any Site shall be used for any commercial or business purpose. Each Owner shall refrain from any act or use of a Site which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No noxious, offensive, dangerous or illegal activity shall be carried on upon any Site or on the Property. Boats must be stored in enclosed areas and must not be visible from neighboring Sites, streets, roads or open areas. No motorcycle, motorbike or motor scooter shall be operated in Sugartree. The pursuit of inherently dangerous activities, or activities which are reasonably likely to be noisy or otherwise offensive, or to cause damage or harm, including without limitation the assembly and disassembly of motor vehicles or other mechanical devices, the shooting of firearms, fireworks, or pyrotechnic devices of any type or size, and other such activities, is prohibited, and shall not be pursued or undertaken in any part of any Site or upon the Common Areas without the consent of the Board. In any event, the Board may impose or levy fines or sanctions, in accordance with the By-Laws, if any activity as described herein takes place, or if any Member, his family or guests causes harm or damage to any Site, Improvement, the Property, or any property of the Association or any employee or agent thereof, or violates this Amended and Restated Declaration, any By-Law, or any rule or regulation.

Section Nine. Governmental Restrictions. Each Owner shall observe all governmental building codes, health regulations, zoning restrictions and other laws, ordinances and regulations applicable to the Sites. Disposal of any waste which has environmental implications, such as motor oil, shall be done in a proper manner. In the event of any conflict between any provision of any law, statute, regulation or ruling, and any provisions of this Amended and Restated Declaration, the more restrictive provision shall apply.

Section Ten. Traffic Regulations. No vehicle shall move in excess the speed limit set from time to time by the Board. All drivers shall obey the stop signs and other traffic control signs posted in Sugartree, and shall obey the general rules of the road set by applicable law. The owner and/or operator of any vehicle violating the foregoing traffic rules, regulations and laws will be subject to any fine levied by the Association, which at the option of the Board may be made a part of the assessment upon the Site of the Owner or Owners having ownership or control over the offending vehicle.

ARTICLE VII EASEMENTS

Section One. General. Each Site now or hereafter subject to this Amended and

Restated Declaration shall be subject to all easements shown or set forth on the recorded Plan, as revised, as set forth herein. No structure of any type shall be erected or placed upon any part of a Site which would interfere with the rights and use of any and all easements shown on said recorded Plan, as revised.

Section Two. Emergency. There is hereby reserved a general easement to all policemen, firemen, ambulance personnel, garbage collectors, mailmen, utility personnel, security guards and other persons employed by the Association, delivery service personnel and all similar persons, to enter upon the Property, or any portion thereof, in the performance of their respective duties.

Section Three. Roadway Easement. The Association shall have responsibility for maintenance of the roadway easement areas in Sugartree as set forth on the Plan of the Property, as revised, as set forth hereinabove. All costs of such maintenance shall be paid through the assessments levied as provided herein. Said roadway easement shall be for the exclusive use of Owners, their family members, lessees, guests, and other persons permitted to enter Sugartree, as well as emergency and service personnel as provided in Section Two of this Article. Notwithstanding the foregoing, the Board shall have the authority to regulate and restrict the use of the roadway easement areas, as it may reasonably deem appropriate to protect the Property.

ARTICLE VIII SALE OR LEASE OF SITES

Section One. Right of First Refusal. To assure a community of congenial Owners and to protect the value of the Sites comprising the Property, any Owner who desires to sell or lease any Site shall first offer the same for sale or lease to the Association at the same price and on the same terms at which the highest bona fide offer has been made to the Owner therefor. An Owner desiring to sell or lease any Site shall give the Association notice via hand delivery or certified mail, return receipt requested, of the desire to sell or lease such Site, together with such other information as may be necessary to describe the offer, and as may be requested. Within thirty (30) days thereafter, the Board may (i) approve the transaction, (ii) furnish a purchaser or lessee approved by the Association who will accept the transaction upon terms as favorable as those stated in the notice, (iii) purchase or lease upon the same terms and conditions; or (iv) fail to respond, in which event the transaction shall be deemed approved. This right of first refusal does not apply to the holder of a deed of trust or mortgage upon the foreclosure or deed in lieu of foreclosure with respect thereto, or upon the first sale of said Site thereafter; provided, however, that in any event, such sale or lease shall remain subject to the covenants and restrictions of this instrument.

Section Two. Signs and Advertising. In order to preserve and protect the decorum of Sugartree, the Association reserves the right to restrict and regulate the advertising of, and placement of signs, placards, etc., on or relating to, a Site for sale or lease within the Property, or for any other purpose whatsoever, except that Owners may place small decals in customary places warning that the premises are protected by alarm systems. Nothing herein precludes an Owner from using media advertising in marketing of a Site for sale or lease.

ARTICLE IX GENERAL PROVISIONS

Section One. Duration. The provisions hereof shall be covenants running with the land and shall be binding and effective until December 31, 2020, at which time they shall be automatically extended for successive period of ten (10) years each unless it is agreed by the vote of a majority of the Owners to change, amend or revoke this Amended and Restated Declaration in whole or in part.

Section Two. Amendment. This Amended and Restated Declaration may be amended by an agreement signed by Owners of at least two-thirds (2/3) of the Sites then subject hereto. Any Owners may designate a person to sign such an agreement on their behalf by proxy, which proxy shall not be required to be recorded with the Register's Office for Davidson County, Tennessee. Such an amendment shall not become effective until the instrument evidencing such change has been filed for record with said Register's Office. However, the Board may add additional property to Sugartree, and subject the same to this Amended and Restated Declaration, and thereby amend

this Amended and Restated Declaration, as provided in Article II, Section Two above, by vote of the Board, without an agreement signed by Owners. Additionally, technical or minor, non-substantive amendments may be made by a majority vote of the Board present at a meeting thereof at which there is a quorum, and approved or ratified by voice vote at the annual or any special meeting of the Association. Such an amendment shall be effective when the instrument evidencing such amendment, signed by the President of the Association, has been filed for record with said Register's Office. Every purchaser or subsequent grantee of any interest in any Site or Property now or hereafter made subject to this Amended and Restated Declaration by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Amended and Restated Declaration may be amended as provided herein.

Section Three. Enforcement. If any person violates or attempts to violate any of these covenants, conditions and restrictions, or the By-Laws, or rules and regulations of Sugartree, in addition to all other rights and remedies provided for herein or in the By-Laws, it shall be lawful for the Association, or any Owner, to bring an action against the violating party at law or in equity for any claim which the provisions hereof may create in the Association or such other Owner, either to prevent said person from so doing such acts, or to recover damages for such violation. The provisions of this Section are in addition to and separate from the rights of the Association to collect assessments. Any failure to enforce any of said covenants, conditions and restrictions or other provisions shall in no event be deemed a waiver of the right to do so thereafter. This Amended and Restated Declaration, and the By-Laws, rules and regulations, shall be enforced and construed in accordance with the laws of, and in the courts of, the State of Tennessee.

Section Four. Severability. The provisions hereof are severable, such that the invalidity or unenforceability of any provision shall not impair the validity or enforceability of the remaining provisions.

Section Five. Headings and Binding Effect. Headings are inserted only for convenience and shall not be construed as defining, limiting, extending or otherwise modifying or adding to the particular sections to which they refer. The covenants, agreements and rights set forth hereby shall be binding upon and inure to the benefit of the respective heirs, executors, successors and assigns of the Declarants, all Owners of Sites in Sugartree, the Association, all Members thereof, all members of families of Owners, lessees, or other occupants of Sites in Sugartree, and (to the extent relevant), all persons who enter Sugartree; and all persons claiming by, through or under any of them.

Section Six. Unintentional Violation of Restrictions. In the event of unintentional violation of any provision of this Amended and Restated Declaration, the By-Laws, or any rules or regulations effective in Sugartree, the Association reserves the right (by and with the mutual written consent of the Owner(s) of such Site) to change, amend, or release any of the foregoing as the same may apply to that particular Site.

Section Seven. Number and Gender. As used in this Amended and Restated Declaration, the singular shall include the plural, and vice versa; and the use of the masculine shall include the feminine and neuter; use of the feminine shall include the masculine and neuter; and use of the neuter shall include the feminine and masculine.

IN WITNESS WHEREOF, this Amended and Restated Declaration of Covenants, Conditions and Restrictions has been executed effective the 17th day of September, 1997.

DECLARANTS:

(Signatures of Declarants are on attached pages)

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

2 Valley Forge

Wilson Stewart
Wilson Stewart

Carolyn S. Stewart
Carolyn S. Stewart

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Wilson Stewart**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 9 day of OCTOBER, 1997.

Artie Miller
Notary Public

My Commission Expires: 5-28-98

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Carolyn S. Stewart**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 10th day of October, 1997.

Judy Ewan
Notary Public

My Commission Expires: My Commission Expires JULY 24, 1999

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

3 Valley Forge

Moulton Farrar, III
Moulton Farrar, III

Ann W. Farrar
Ann W. Farrar

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Moulton Farrar, III**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 29 day of October, 1997.

Artie Fuller
Notary Public

My Commission Expires: 5-28-98

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Ann W. Farrar**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 29 day of October, 1997.

Artie Fuller
Notary Public

My Commission Expires: 5-28-98

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

6 Valley Forge

Michael Waterman

Michael Waterman

Mary Anne Waterman

Mary Anne Waterman

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Michael Waterman**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 30 day of October, 1997.

Judy Egan
Notary Public

My Commission Expires: My Commission Expires August 1999

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

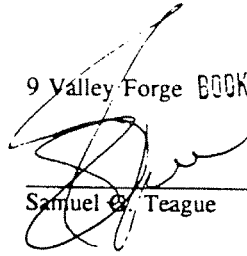
Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Mary Anne Waterman**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 31st day of October, 1997.

Judy Egan
Notary Public

My Commission Expires: My Commission Expires JULY 24, 1999

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

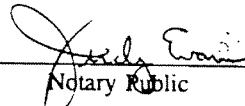
9 Valley Forge BOOK 11758 PAGE 181


Samuel G. Teague

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Samuel G. Teague**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 24 day of November, 1997.



Notary Public

My Commission Expires: ~~12/31/98~~ 12/31/99

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 182

10 Valley Forge

Sarah G. Santos
Sarah G. Santos

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Sarah G. Santos**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 9th day of October, 1997.

[Signature]
Notary Public

My Commission Expires: My Commission

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 153

11 Valley Forge

Thomas C. Gibson
Thomas C. Gibson

Dorisse G. Gibson
Dorisse G. Gibson

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Thomas C. Gibson**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 3rd day of October, 1997.

[Signature]
Notary Public

My Commission Expires: ~~My Commission Expires~~ JULY 24, 1999

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Dorisse G. Gibson**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

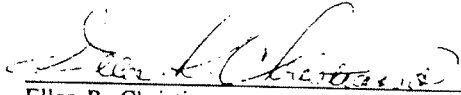
WITNESS my hand, at office, this 3rd day of October, 1997.

[Signature]
Notary Public

My Commission Expires: ~~My Commission Expires~~ JULY 24, 1999

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

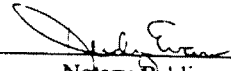
12 Valley Forge


Ellen R. Christianson

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Ellen R. Christianson**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 30 day of October, 1997.


Notary Public

My Commission Expires: My Commission Expires JULY 24, 1999

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

13 Valley Forge

Diane Waller
Diane Waller

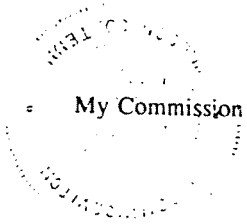
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Diane Waller**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this ~~6th~~ day of Nov, 1997.

A. J. Fenix
Notary Public

My Commission Expires: 11-25-2000



The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 456

14 Valley Forge

Edward Dunn
Edward Dunn

Shirley E. Dunn
Shirley Dunn

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Edward Dunn**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 20th day of October, 1997.

Shirley E. Dunn
Notary Public

My Commission Expires: My Commission Expires JULY 24, 1999

~~STATE OF TENNESSEE)~~
~~COUNTY OF DAVIDSON)~~
FLORIDA
DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Shirley Dunn**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 27th day of October, 1997.

Richard P. Frma
Notary Public

My Commission Expires: May 26, 2000


NOTARY PUBLIC
STATE OF FLORIDA
RICHARD P. FRMA
COMMISSION # CC 544870
EXPIRES MAY 26, 2000
BONDED THRU
ATLANTIC BONDING CO., INC.

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 187

16 Valley Forge

Henry Horrell
Henry Horrell

Kathleen Horrell
Kathleen Horrell

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Henry Horrell**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 31 day of September, 1997.

Jean M. Walker
Notary Public

My Commission Expires: Sept 23 2000

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Kathleen Horrell**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 31 day of September, 1997.

Jean M. Walker
Notary Public

My Commission Expires: Sept. 23 2000

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

17 Washington Park

Mason Rudolph
Mason Rudolph

Carol G. Rudolph
Carol G. Rudolph

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Mason Rudolph**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept, 1997.

Jean M. Walker
Notary Public

My Commission Expires: Sept 23, 2000

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Carol G. Rudolph**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept, 1997.

Jean M. Walker
Notary Public

My Commission Expires: Sept 23, 2000

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

18 Washington Park

Wimberley H. Cowan
Wimberley H. Cowan

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Wimberley H. Cowan**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of September, 1997.

Jean M. Walker
Notary Public

My Commission Expires: 06-30-2000

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

19 Washington Park

Natalie F. Bockian
Natalie F. Bockian

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Natalie F. Bockian**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 9th day of October, 1997.

Judy Evans
Notary Public

My Commission Expires: My Commission Expires JULY 24, 1999

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

21 Washington Park

Mrs. John G. Russell
Mrs. John G. Russell, Sr.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Mrs. John G. Russell, Sr., with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 20th day of November, 1997.

Judy Craig
Notary Public

My Commission Expires: 7-24-1999

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

22 Washington Park

Kathryn B. Gallagher
Kathryn B. Gallagher

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Kathryn B. Gallagher**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 15 day of Nov., 1998.

Jean M. Walker
Notary Public

My Commission Expires Apr. 23, 2000

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 493

23 Washington Park

Okey B. Johnson, Jr.
Okey B. Johnson, Jr.
Joyce B. Johnson
Joyce B. Johnson

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Okey B. Johnson, Jr.**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 10 day of November, 1997.

Richard R. [Signature]
Notary Public

My Commission Expires: 11-28-98

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Joyce B. Johnson**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 10 day of November, 1997.

Richard R. [Signature]
Notary Public

My Commission Expires: 11-28-98

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK **11758** PAGE **491**
24 Washington Park

Eleanor S. Jacobs
Eleanor S. Jacobs

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Eleanor S. Jacobs**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 30 day of October, 1997.

Judith Evans
Notary Public

My Commission Expires: My Commission Expires JULY 24, 1999

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 195
32 Washington Park

David F. Clark
David F. Clark

Starling P. Davis
Starling P. Davis

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **David F. Clark**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 25 day of JULY, ¹⁹⁹⁹~~1997~~.

[Signature]
Notary Public

My Commission Expires: SEPT 25 2002

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Starling P. Davis**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 28 day of JULY, ¹⁹⁹⁹~~1997~~.

[Signature]
Notary Public

My Commission Expires: SEPT 28 2002

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

33 Washington Park

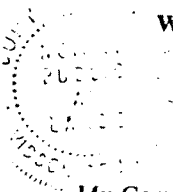
Gladys Stillman
Gladys Stillman

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Gladys Stillman**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 10th day of November, 1997.

Judy M. Friedli
Notary Public



My Commission Expires: 11-28-98

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugarcr...

36 Concord Park East ^{BOOK} 11758 ^{PAGE} 497

C. Hayes Cooney
C. Hayes Cooney

Patsy M. Cooney
Patsy M. Cooney

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **C. Hayes Cooney**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this Wed day of December 1999.

Sharon Stewart
Notary Public

My Commission Expires: 8-10-2002

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Patsy M. Cooney**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this Wed day of December 1999.

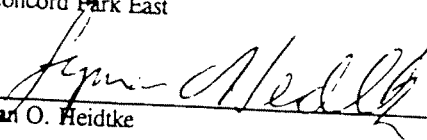
Sharon Stewart
Notary Public

My Commission Expires: 8-10-2002

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 195

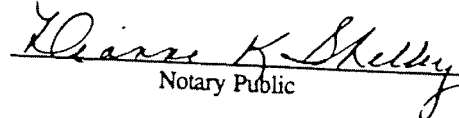
37 Concord Park East


Lyman O. Heidtke

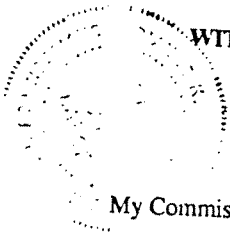
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Lyman O. Heidtke**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 14 day of July, 1998.


Notary Public

My Commission Expires Jan 29 2000



The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 1175 PAGE 199

40 Concord Park East

Weldon B. White, Jr.
Weldon B. White, Jr.

Elizabeth F. White
Elizabeth F. White

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Weldon B. White, Jr.**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept, 1997.

Jean M. Walker
Notary Public

My Commission Expires: Sept 23, 2000

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Elizabeth F. White**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept, 1997.

Jean M. Walker
Notary Public

My Commission Expires: Sept. 23, 2000

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

44 Concord Park East

James M. May
James M. May

Vivien H. May
Vivien H. May

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **James M. May**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 13 day of August, 1998.

Judy Egan
Notary Public

My Commission Expires: SEPTEMBER 22, 1999

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Vivien H. May**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 13 day of August, 1998.

Judy Egan
Notary Public

My Commission Expires: My Commission Expires JULY 24, 1999

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 501
45 Concord Park East

Francis W. Gluck
Francis W. Gluck

Judith Gluck
Judith Gluck

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Francis W. Gluck**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 6th day of October, 1997.

Judy Evans
Notary Public

My Commission Expires: My Commission Expires JULY 24, 1999

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Judith Gluck**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 10th day of October, 1997.

Judy Evans
Notary Public

My Commission Expires: My Commission Expires JULY 24, 1999

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

47 Concord Park East

J. Vernon Beall
J. Vernon Beall

Pat Beall
Pat Beall

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **J. Vernon Beall**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 19 day of November, 1997.

Judith Ewan
Notary Public

My Commission Expires: 7-24-1999

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Pat Beall**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 19 day of November, 1997.

Judith Ewan
Notary Public

My Commission Expires: 7-24-1999

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

52 Concord Park East

Patricia Sayers
Patricia Sayers

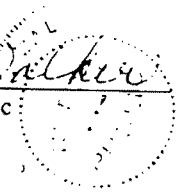
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Patricia Sayers**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept, 1997.

James M. Walker
Notary Public

My Commission Expires: Sept. 23, 2000



The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

54 Revere Park **BOOK 11738 PAGE 301**

James H. Hogge
James H. Hogge

Sharon P. Hogge
Sharon P. Hogge

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **James H. Hogge**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 28 day of October, 1997.

Artie Fuller
Notary Public

My Commission Expires: 5-28-98

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Sharon P. Hogge**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 28 day of October, 1997.

Artie Fuller
Notary Public

My Commission Expires: 5-28-98

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 505

55 Revere Park

Albert R. Herzog
Albert R. Herzog

Dorothy K. Herzog
Dorothy K. Herzog

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Albert R. Herzog**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 19 day of July, 1997.

Paula L. Pearce
Notary Public

My Commission Expires: My Commission Expires July 27, 2002

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Dorothy K. Herzog**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 19 day of July, 1997.

Paula L. Pearce
Notary Public

My Commission Expires: My Commission Expires July 27, 2002

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 506

56 Revere Park

F. Donald Hart
F. Donald Hart, Co-Trustee UTD 7/23/92
F/B/O Ann W. Hart

Ann W. Hart
Ann W. Hart, Co-Trustee UTD 7/23/92
F/B/O Ann W. Hart

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, ~~Donald~~ **Hart, Co-Trustee**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 12 day of August, 1998.

Judith Ewan
Notary Public

My Commission Expires: My Commission Expires JULY 24, 1999

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Ann W. Hart, Co-Trustee**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 12 day of August, 1998.

Judith Ewan
Notary Public

My Commission Expires: My Commission Expires JULY 24, 1999

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 307

57 Revere Park

Phillip Osborne STAPLES

Phillip Osborne Staples

Jo Ann Wade Staples
Jo Ann Wade Staples

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Phillip Osborne Staples**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 20th day of October, 1997.

Judy Evans
Notary Public

My Commission Expires: My Commission Expires JULY 24, 1999

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Jo Ann Wade Staples**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 24th day of October, 1997.

Judy Evans
Notary Public

My Commission Expires: My Commission Expires JULY 24, 1999

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 508

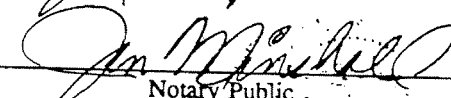
59 Revere Park


Roger A. Danner

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Roger A. Danner**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 15th day of July, 1999.


Notary Public

My Commission Expires: 11-24-01

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

62 Revere Park **BOOK 11758 PAGE 569**

Jack O. Rice
Jack O. Rice

Joan P. Rice
Joan P. Rice

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Jack O. Rice**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept, 1997.

James M. Walker
Notary Public

My Commission Expires: Sept 23, 2000

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Joan P. Rice**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept, 1997.

James M. Walker
Notary Public

My Commission Expires: Sept 23, 2000

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

63 Revere Park **BOOK 11758 PAGE 510**

Gerald Smith
Gerald Smith

Nora Juanita Smith
Nora Juanita Smith

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Gerald Smith**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 18 day of November, 1997.

Judy Erwin
Notary Public

My Commission Expires: 7-24-1999

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Nora Juanita Smith**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

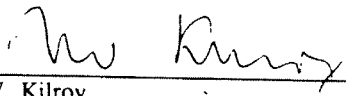
WITNESS my hand, at office, this ___ day of _____, 1997.

Notary Public

My Commission Expires: _____

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 511
64 Revere Park

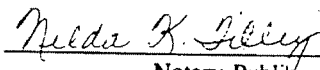


Anthony W. Kilroy

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Anthony W. Kilroy**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

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



Notary Public

My Commission Expires: 5-27-2001

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 512

65 Revere Park

Ann Stillman

Ann Stillman

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Ann Stillman**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept., 1997.

Jane M. Walker
Notary Public

My Commission Expires Sept. 23, 2000

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK **11758** PAGE **513**
66 Revere Park

Margaret T. Hutton
Margaret T. Hutton

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Margaret T. Hutton**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept, 1997.

Jean M. Walker
Notary Public

My Commission Expires Sept. 23, 2000

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 511
67 Revere Park

John W. Lamb
John W. Lamb
Linda K. Lamb
Linda K. Lamb

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **John W. Lamb**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 30 day of October, 1997.

Julie Evans
Notary Public

My Commission Expires: _____

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Linda K. Lamb**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 30 day of October, 1997.

Julie Evans
Notary Public

My Commission Expires: _____

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

68 Revere Park BOOK 11758 PAGE 515

Odin Small
Odin Small

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Odin Small**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of September, 1997.

Jeanette A. [Signature]
Notary Public

My Commission Expires: Sept. 23, 2000

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

68 Revere Park BOOK 11758 PAGE 515

Odin Small
Odin Small

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Odin Small**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of September, 1997.

Jeanette Walker
Notary Public

My Commission Expires: Sept. 23, 2000

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

69 Revere Park **BOOK 11758 PAGE 316**

Clark H. Hutton, Jr.
Clark H. Hutton, Jr.

Betty S. Hutton
Betty S. Hutton

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Clark H. Hutton, Jr.**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept, 1997.

Jean M. Walker
Notary Public

My Commission Expires: Sept 23, 2000

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Betty S. Hutton**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept, 1997.

Jean M. Walker
Notary Public

My Commission Expires: Sept 23, 2000

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

70 Revere Park **BOOK 11758 PAGE 517**

Margaret A. Tupper
Margaret Tupper

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Margaret Tupper**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept, 1997.

Jean M. Walker
Notary Public

My Commission Expires: Sept. 23, 2000

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11759 PAGE 515

71 Concord Park West

L. Rowe Driver
L. Rowe Driver

Carolyn Driver
Carolyn Driver

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **L. Rowe Driver**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept, 1997.

Jean M. Walker
Notary Public

My Commission Expires Sept 23, 2000

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Carolyn Driver**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept, 1997.

Jean M. Walker
Notary Public

My Commission Expires Sept. 23, 2000

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

72 Concord Park West ^{BOOK} 11758 ^{PAGE} 519

Miriam Schulman
Miriam Schulman

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Miriam Schulman**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 19 day of November, 1997.

Judy Egan
Notary Public

My Commission Expires: 7-24-1999

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 520
73 Concord Park West

Bertram R. Eisner
Bertram R. Eisner

Margaret M. Eisner
Margaret M. Eisner

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Bertram R. Eisner**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 18 day of November, 1997.

Judy Ewan
Notary Public

My Commission Expires: 7-24-1999

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Margaret M. Eisner**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 18 day of November, 1997.

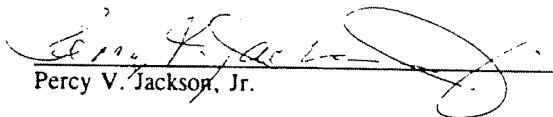
Judy Ewan
Notary Public

My Commission Expires: 7-24-1999

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 521

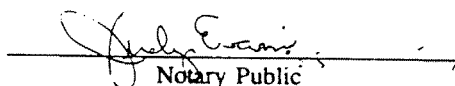
74 Concord Park West


Percy V. Jackson, Jr.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Percy V. Jackson, Jr.**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 9th day of October, 1997.


Notary Public

My Commission Expires: My Commission Expires JULY 24, 1999

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 522

75 Concord Park West

Sally M. Levine
Sally M. Levine

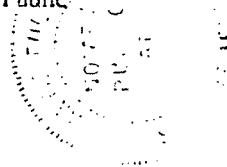
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Sally M. Levine**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 12 day of October, 1997.

Artie Fuller
Notary Public

My Commission Expires: 5-28-98



The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

76 Concord Park West

Harriet D. McHenry
Harriet D. McHenry

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Harriet D. McHenry**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of September, 1997.

Jean M. Walker
Notary Public

My Commission Expires: Sept. 23, 2000

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

77 Concord Park West 58 PAGE 521

Ronald E. Overfield
Ronald E. Overfield

Kathryn J. Overfield
Kathryn J. Overfield

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Ronald E. Overfield**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 17 day of October, 1997.

Artie Fuller
Notary Public

My Commission Expires: 5-28-98

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Kathryn J. Overfield**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 17 day of October, 1997.

Artie Fuller
Notary Public

My Commission Expires: 5-28-98

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

78 Concord Park West

Lonnie S. Burnett
Lonnie S. Burnett

Betty S. Burnett
Betty S. Burnett

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Lonnie S. Burnett**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 31 day of Sept, 1997.

Jean M. Walker
Notary Public

My Commission Expires Sept. 23, 2000

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Betty S. Burnett**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 31 day of Sept, 1997.

Jean M. Walker
Notary Public

My Commission Expires Sept. 23, 2000

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

79 Concord Park West

Stephen Asbury

Stephen Asbury

Barbara Asbury

Barbara Asbury

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Stephen Asbury**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept, 1997.

Jean M. Walker
Notary Public

My Commission Expires: Sept 23, 2000

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Barbara Asbury**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept, 1997.

Jean M. Walker
Notary Public

My Commission Expires: Sept 23, 2000

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

81 Concord Park West

Ken P. McDonald
Ken P. McDonald

Sandra McDonald
Sandra McDonald

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Ken P. McDonald**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 6 day of November, 1997.

George J. [Signature]
Notary Public

My Commission Expires: 5-11-98

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Sandra McDonald**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 6 day of November, 1997.

Carolyn C. [Signature]
Notary Public

My Commission Expires: 5-11-98

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 525

82 Concord Park West

Dale Morris
Dale Morris

Earline Morris
Earline Morris

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Dale Morris**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 1st day of Nov., 1999.

Jean M. Walker
Notary Public

My Commission Expires: Sept. 23, 2000

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Earline Morris**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 1st day of Nov., 1999.

Jean M. Walker
Notary Public

My Commission Expires: Sept 23, 2000

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 529

85 Concord Park West

Louis K. Graham
Louis K. Graham

Patsy Graham
Patsy Graham

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Louis K. Graham**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 20th day of November, 1997.

Judy Evans
Notary Public

My Commission Expires: 7-24-1999

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Patsy Graham**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

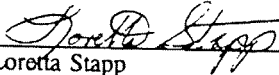
WITNESS my hand, at office, this 20th day of November, 1997.

Judy Evans
Notary Public

My Commission Expires: 7-24-1999

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11755 PAGE 530
86 Valley Forge

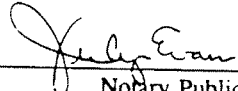


Loretta Stapp

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Loretta Stapp**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 20 day of November, 1997.



Notary Public

My Commission Expires: 7-24-1999

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 531

88 Valley Forge

David Dortch

David Dortch

Ruth Dortch

Ruth Dortch

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **David Dortch**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 12 day of July, 1999.

Mandee Jahn

Notary Public

My Commission Expires: March 29, 2003

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Ruth Dortch**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 12 day of July, 1999.

Mandee Jahn

Notary Public

My Commission Expires: March 29, 2003

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK **11758** PAGE **532**
90 Valley Forge

Robert A. Doochin
Robert Doochin

Alberta Doochin
Alberta Doochin

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Robert Doochin**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 23rd day of October, 1997.

Ronald H. Ester
Notary Public

My Commission Expires: 9-18-99

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Alberta Doochin**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 23rd day of October, 1997.

Ronald H. Ester
Notary Public

My Commission Expires: 9-18-99

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK **11758** PAGE **533**
91 Valley Forge

Marie Carney Reed
Marie Carney Reed

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Marie Carney Reed**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept, 1997.

James M. Walker
Notary Public

My Commission Expires Sept. 23, 2000

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 531
92 Valley Forge

Harold S. Bernard
Harold Bernard

Ann Bernard
Ann Bernard

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Harold Bernard**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 24 day of November, 1997.

Judy Egan
Notary Public

My Commission Expires: 7-24-1999

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Ann Bernard**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 24 day of November, 1997.

Judy Egan
Notary Public

My Commission Expires: 7-24-1999

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 535

96 Jamestown Park

Mildred Van Sant
Mildred Van Sant

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Mildred Van Sant**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 18 day of November, 1997.

Judy Evans
Notary Public

My Commission Expires: 7-27-1999

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

97 Jamestown Park **BOOK 11758 PAGE 536**

Joyce Daniel Hill
Joyce Daniel Hill

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Joyce Daniel Hill**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 30 day of October, 1997.

John Fuller
Notary Public

My Commission Expires: 5-28-98

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

99 Jamestown Park BOOK 11755 PAGE 537

Jo Ann Dickerson
Jo Ann Dickerson
formerly known as
Jo Ann D. Arkowitz

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Jo Ann Dickerson**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 18 day of November, 1997.

Judy Evans
Notary Public

My Commission Expires: 7-24-1999

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 538

100 Jamestown Park

Gerald Averbuch
Gerald Averbuch

Blossom Averbuch
Blossom Averbuch

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Gerald Averbuch**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept, 1997.

Jean M. Walker
Notary Public

My Commission Expires Sept 23, 2000

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Blossom Averbuch**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept, 1997.

Jean M. Walker
Notary Public

My Commission Expires Sept 23, 2000

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11738 PAGE 539

102 Adams Park

George E. Bandy

George E. Bandy

Georgia Bandy

Georgia Bandy

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **George E. Bandy**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 22 day of Oct, 1997.

Artie Fuller

Notary Public

My Commission Expires: 5-28-98

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Georgia Bandy**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 22 day of Oct, 1997.

Artie Fuller

Notary Public

My Commission Expires: 5-28-98

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 310

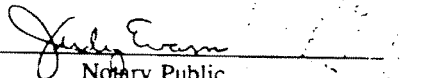
103 Adams Park


Susan S. Fuller

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Susan S. Fuller**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 7th day of November, 1998.


Notary Public

My Commission Expires: ~~My Commission Expires~~ JULY 24, 1999

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 541

104 Adams Park

David J. Mahanes

David J. Mahanes

Dorothy R. Mahanes

Dorothy R. Mahanes

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **David J. Mahanes**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept, 1997.

Jean M. Walker
Notary Public

My Commission Expires: Sept. 23, 2000

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Dorothy R. Mahanes**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept, 1997.

Jean M. Walker
Notary Public

My Commission Expires: Sept. 23, 2000

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 342

106 Adams Park

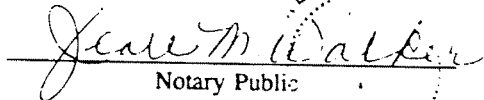


Lenn Goodman

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Lenn Goodman**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept, 1997.



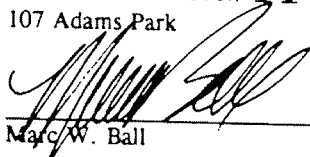
Notary Public

My Commission Expires: Sept 23, 2000

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 543

107 Adams Park

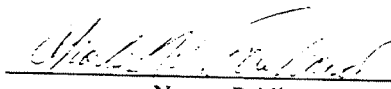


Marc W. Ball

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Marc W. Ball**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21st day of October, 1997.



Notary Public

My Commission Expires: March 2, 1999

TOURIST ASSOCIATION

TOURIST ASSOCIATION

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

108 Adams Park **BOOK 11758 PAGE 541**

Eddith S. Moats
Eddith S. Moats

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Eddith S. Moats**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept., 1997.

Jean M. Walker
Notary Public

My Commission Expires: Sept 23, 2000

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 545

109 Adams Park

Charles C. Self

Charles C. Self

Eric S. Self

Eric S. Self

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Charles C. Self**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 14 day of October, 1997.

Judy Egan

Notary Public

My Commission Expires: My Commission Expires JULY 24, 1999

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Eric S. Self**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 14 day of October, 1997.

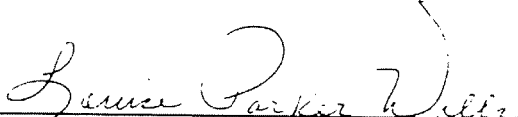
Judy Egan

Notary Public

My Commission Expires: My Commission Expires JULY 24, 1999

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK **11758** PAGE **546**
110 Prospect Hill

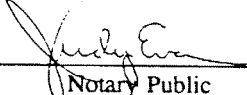


Louise Parker Wills

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Louise Parker Wills**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 15 day of October, 1997.



Notary Public

My Commission Expires: _____

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

111 Prospect Hill BOOK 11758 PAGE 547

Martin Levy
Martin Levy

Rowena Levy
Rowena Levy

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Martin Levy**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 13 day of November, 1997.

Judy Ewan
Notary Public

My Commission Expires: 7-24-1999

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Rowena Levy**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 13 day of November, 1997.

Judy Ewan
Notary Public

My Commission Expires: 7-24-1999

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 548

112 Prospect Hill

Jerome S. Klein
Jerome S. Klein

Miriam B. Klein
Miriam B. Klein

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Jerome S. Klein**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 27 day of October, 1997.

Anteo Fultcher
Notary Public

My Commission Expires: 5-28-98

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Miriam B. Klein**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 18 day of March, 1997.

John Egan
Notary Public

My Commission Expires: 7-24-1999

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

113 Prospect Hill BOOK 11758 PAGE 549

Charles R. Arendale
Charles R. Arendale

Mary Jane Arendale
Mary Jane Arendale

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Charles R. Arendale**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept, 1997.

Jean M. Walker
Notary Public

My Commission Expires Sept 23, 2000

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Mary Jane Arendale**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept, 1997.

Jean M. Walker
Notary Public

My Commission Expires Sept 23, 2000

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 550

114 Prospect Hill

Ann J. Cook Calhoun
Ann J. Cook Calhoun

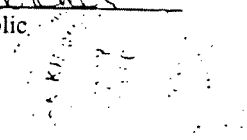
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Ann J. Cook Calhoun**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 14th day of August, 1999.

Melissa Ketches
Notary Public

My Commission Expires: My Commission Expires September 22, 2002



The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

116 Prospect Hill BOOK 11758 PAGE 551

J. Terry Higgins, Jr.
J. Terry Higgins, Jr.
Janice L. Higgins
Janice L. Higgins

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **J. Terry Higgins, Jr.**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 24 day of Sept, 1997.

Jean M. Walker
Notary Public

My Commission Expires: Sept. 23, 2000

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Janice L. Higgins**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 31 day of Sept, 1997.

Jean M. Walker
Notary Public

My Commission Expires: Sept. 23, 2000

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

117 Prospect Hill **BOOK 11758 PAGE 552**

Charles Edmon Wells
Charles Edmon Wells

Ann Harwell Wells
Ann Harwell Wells

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Charles Edmon Wells**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 16th day of October, 1997.

Judy Ewan
Notary Public

My Commission Expires: My Commission Expires JULY 24, 1999

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Ann Harwell Wells**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 16th day of October, 1997.

Judy Ewan
Notary Public

My Commission Expires: My Commission Expires JULY 24, 1999

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 553

118 Prospect Hill

Nelson C. Andrews

Nelson C. Andrews

Susan Andrews

Susan Andrews

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Nelson C. Andrews**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 16th day of October, 1997.

Julie K. ...
Notary Public

My Commission Expires: July 3, 2000

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Susan Andrews**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 16th day of October, 1997.

Julie K. ...
Notary Public

My Commission Expires: July 3, 2000



The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 554

119 Prospect Hill

Rachel Kornman
Rachel Kornman

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Rachel Kornman**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 18 day of November, 1997.

Judy Evans
Notary Public

My Commission Expires: 7-24-1999

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 555

120 Prospect Hill

Thomas L. Cummings
Thomas L. Cummings

Ann James Cummings
Ann James Cummings

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Thomas L. Cummings**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept, 1997.

Jean M. Walker
Notary Public

My Commission Expires: Sept. 23, 2000

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Ann James Cummings**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept, 1997.

Jean M. Walker
Notary Public

My Commission Expires: Sept. 23, 2000

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 356

121 Prospect Hill

Earl H. Dunn, Sr.

Earl H. Dunn, Sr.

Barbara D. Dunn

Barbara D. Dunn

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Earl H. Dunn, Sr.**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept, 1997.

Jean M. Walker
Notary Public

My Commission Expires Sept 23, 2000

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Barbara D. Dunn**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept, 1997.

Jean M. Walker
Notary Public

My Commission Expires Sept 23, 2000

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 557
124 Prospect Hill

Elizabeth R. Chalfant
Elizabeth R. Chalfant

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Elizabeth R. Chalfant**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 13th day of OCTOBER, 1997.

[Signature]
Notary Public

My Commission Expires: 9.29.2001

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 558

125 Prospect Hill

[Signature]
Freeda K. Hill

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Freeda K. Hill**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 2nd day of September, 1997. P.P.G.



[Signature]
Notary Public

My Commission Expires: 11/23/2000

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 559

126 Prospect Hill

Vickie S. Stout

Vickie S. Stout

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Vickie S. Stout**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 1st day of Nov., 1997.

Jean M. Walker
Notary Public

My Commission Expires Sept. 23, 2000

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 360
129 Prospect Hill

Wallace Edwards
Wallace Edwards

Elizabeth Edwards
Elizabeth Edwards

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Wallace Edwards**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 10th day of November, 1997.

Judy Ewan
Notary Public

My Commission Expires: ~~My Commission Expires~~ JULY 24, 1999

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Elizabeth Edwards**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 10th day of November, 1997.

Judy Ewan
Notary Public

My Commission Expires: ~~My Commission Expires~~ JULY 24, 1999

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

130 Prospect Hill BOOK 11779 PAGE 561

Dianne Wild
Dianne Wild

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Dianne Wild**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 12 day of August, 1998.

Judy Evans
Notary Public

My Commission Expires: JULY 26 1999

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 562

131 Prospect Hill

Louise H. McCoy
Louise H. McCoy, Trustee

June M. Ball
June M. Ball, Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for said state, personally appeared **Louise H. McCoy, Trustee**, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

WITNESS my hand, at office, this 31 day of Sept, 1997.

Jeanne M. Walker
Notary Public

My Commission Expires: Sept 23, 2000

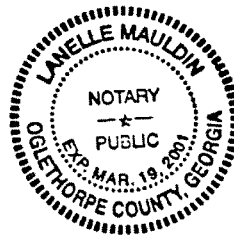
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for said state, personally appeared **June M. Ball, Trustee**, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

WITNESS my hand, at office, this 25th day of Sept, 1997.

Janelle Mauldin
Notary Public

My Commission Expires: 3/19/01



The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

132 Prospect Hill BOOK 11758 PAGE 563

Mark Averbuch
Mark Averbuch

Shelley Averbuch
Shelley Averbuch

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Mark Averbuch**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 10th day of Nov., 1999.

Jean M. Walker
Notary Public

My Commission Expires: Sept. 23, 2000

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Shelley Averbuch**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 10th day of Nov., 1999.

Jean M. Walker
Notary Public

My Commission Expires: Sept. 23, 2000

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 564

133 Prospect Hill

James S. Beard

James S. Beard

Jane C. Beard

Jane C. Beard

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **James S. Beard**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 17th day of November, 1997.

Mary W. Parks
Notary Public

My Commission Expires: 11/25/2000

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Jane C. Beard**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 16th day of November, 1997.

Judy Evans
Notary Public

My Commission Expires: 10-25-2000

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 365

135 Prospect Hill

Amelia G. Trickett
Amelia G. Trickett

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Amelia G. Trickett**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 13th day of October, 1997.

Arabi Arlan
Notary Public

My Commission Expires: 9-23-00

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 566
137 Prospect Hill

Eva C. Brackin
Eva C. Brackin

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Eva C. Brackin**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 13 day of August, 1998.

Judy E...
Notary Public

My Commission Expires: ~~My Commission Expires~~ JULY 24, 1999

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 567

139 Prospect Hill

Lucius W. Carroll, II
Lucius W. Carroll, II

Lucie Carroll
Lucie Carroll

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Lucius W. Carroll, II**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 30 day of September, 1997.

Judy Eram
Notary Public

My Commission Expires: My Commission Expires JULY 24, 1999

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Lucie Carroll**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 30 day of September, 1997.

Judy Eram
Notary Public

My Commission Expires: My Commission Expires JULY 24, 1999

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11755 PAGE 565
140 Prospect Hill

Susan S. Wolverton
Susan S. Wolverton

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Susan S. Wolverton**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 23 day of October, 1997.

Judy Egan
Notary Public

My Commission Expires: My Commission Expires JULY 24, 1999

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 569

142 Prospect Hill

[Signature]
Paul R. Benny

[Signature]
Leslie H. Benny

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Paul R. Benny**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 8 day of November, 1997.

[Signature]
Notary Public

My Commission Expires: 7-24-1999

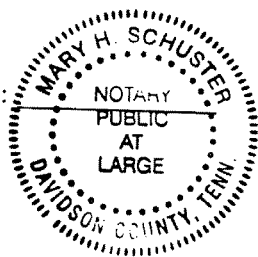
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Leslie H. Benny**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 4th day of December, 1997.

[Signature]
Notary Public

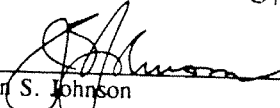
My Commission Expires:



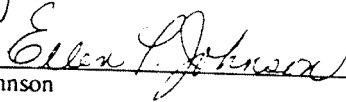
My Commission Expires SEPT 26, 1996

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

143 Prospect Hill ^{BOOK} 11758 ^{PAGE} 570



John S. Johnson

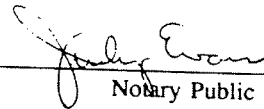


Ellen P. Johnson

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **John S. Johnson**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 15 day of October, 1997.



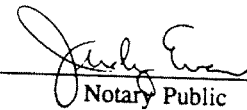
Notary Public

My Commission Expires: My Commission Expires JULY 24, 1999

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Ellen P. Johnson**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 15 day of October, 1997.



Notary Public

My Commission Expires: My Commission Expires JULY 24, 1999

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 571

145 Prospect Hill

Marvin J. Nischan
Marvin J. Nischan

Phoebe Nischan
Phoebe Nischan

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Marvin J. Nischan**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 14th day of October, 1997.

Judy Evans
Notary Public

My Commission Expires: My Commission Expires JULY 24, 1999

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Phoebe Nischan**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 16th day of November, 1997.

Judy Evans
Notary Public

My Commission Expires JULY 24, 1999

My Commission Expires: _____

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 572
147 Prospect Hill

Pat Zimmerman
Pat Zimmerman

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Pat Zimmerman**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 20 day of November, 1997.

Judy Evans
Notary Public

My Commission Expires: 7-24-1999

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 573

148 Prospect Hill

Robert H. Meador
Robert H. Meador

Jo Walker Meador
Jo Walker Meador

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Robert H. Meador**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept., 1997.

Jean M. Walker
Notary Public

My Commission Expires: Sept. 23, 2000

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Jo Walker Meador**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept., 1997.

Jean M. Walker
Notary Public

My Commission Expires: Sept. 23, 2000

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 374
155 Valley Forge

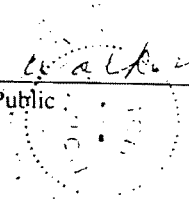
James W. Hearn
James W. Hearn

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **James W. Hearn**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21st day of September, 1997.

Sean M. Walker
Notary Public



My Commission Expires: Sept 23, 2000

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 575

156 Valley Forge

Peter Loosen

Peter Loosen

Laura Loosen

Laura Loosen

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Peter Loosen**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept, 1997.

Jean M. Walker
Notary Public

My Commission Expires Sept. 23, 2000

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Laura Loosen**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept, 1997.

Jean M. Walker
Notary Public

My Commission Expires Sept. 23, 2000

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 576

160 Charleston Park

Edward H. Vance
Edward H. Vance

Gayle D. Vance
Gayle D. Vance

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Edward H. Vance**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 15 day of October, 1997.

Judy Evans
Notary Public

My Commission Expires: ~~My Commission Expires~~ JULY 24, 1999

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Gayle D. Vance**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 10 day of October, 1997.

Judy Evans
Notary Public

My Commission Expires: ~~My Commission Expires~~

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 577

163 Charleston Park

Lewis H. Conner, Jr.
Lewis H. Conner, Jr.

Mrs. Lewis H. Conner, Jr.
Mrs. Lewis H. Conner, Jr.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Lewis H. Conner, Jr.**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 26th day of July, 1997.

Anna McHaffey
Notary Public

My Commission Expires: 7-27-02

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Mrs. Lewis H. Conner, Jr.**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 26th day of July, 1997.

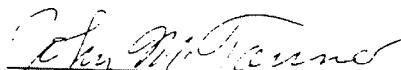
Anna McHaffey
Notary Public

My Commission Expires: 7-27-02

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

164 Charleston Park

BOOK 11758 PAGE 578

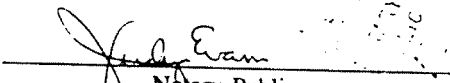


John M. Tanner

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **John M. Tanner**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 22 day of September, 1997.



Notary Public

My Commission Expires: My Commission Expires 11/21/1999

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 579

166 Charleston Park,

Alton Ross
Alton Ross

Wanda Ross
Wanda Ross

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Alton Ross**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept, 1997.

Jean M. Walker
Notary Public

My Commission Expires: Sept. 23, 2000

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Wanda Ross**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept, 1997.

Jean M. Walker
Notary Public

My Commission Expires: Sept. 23, 2000

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 580

167 Charleston Park

Richard H. Knight, Jr.
Richard H. Knight, Jr.

Linda W. Knight
Linda W. Knight

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Richard H. Knight, Jr.**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 31 day of December, 1997.

Artie Fuller
Notary Public

My Commission Expires: 5-28-98

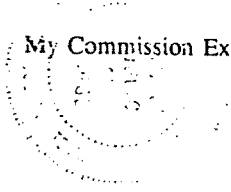
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Linda W. Knight**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 17th day of September, 1997.

Artie Fuller
Notary Public

My Commission Expires: 9/18/99



The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 581
168 Charleston Park

Robert H. Braswell
Robert H. Braswell

Barbara Braswell
Barbara Braswell

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Robert H. Braswell**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 6th day of October, 1997.

Judy Evans
Notary Public

My Commission Expires: ~~My Commission Expires~~ JULY 24, 1999

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Barbara Braswell**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 6th day of October, 1997.

Judy Evans
Notary Public

My Commission Expires: ~~My Commission Expires~~ JULY 24, 1999

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 552
169 Charleston Park

Roupen M. Gulbenk
Roupen M. Gulbenk

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Roupen M. Gulbenk**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept, 1997.

Jean M. [Signature]
Notary Public

My Commission Expires: Sept 23, 2000

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 583

170 Charleston Park

Robert A. Hardin
Robert A. Hardin

Joann Hardin
Joann Hardin

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Robert A. Hardin**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 16th day of October, 1997.

Sandra K Prince
Notary Public

My Commission Expires: Nov 25, 2000

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Joann Hardin**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 16th day of October, 1997.

Sandra K Prince
Notary Public

My Commission Expires: Nov 25, 2000

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 584

176 Charleston Park

Dorothy J. McIlhenny
Dorothy J. McIlhenny

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Dorothy J. McIlhenny**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept, 1997.

Jean M. Walker
Notary Public

My Commission Expires: SEPT. 23 2000

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 555

178 Charleston Park

Vonceil J. Greene
Vonceil J. Greene

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Vonceil J. Greene**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept, 1997.

James D. Walker
Notary Public

My Commission Expires: Sept 23, 2000

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 586

179 Charleston Park

Robert Richardson
Robert Richardson

Mary Lee Richardson
Mary Richardson

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Robert Richardson**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 3 day of July, 1998

Judy Ewan
Notary Public

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Mary Richardson**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 3 day of July, 1998.

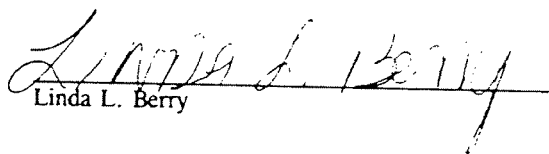
Judy Ewan
Notary Public

My Commission Expires: 7-24-99

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 557

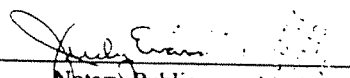
180 Charleston Park


Linda L. Berry

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Linda L. Berry**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 23 day of October, 1997.


Notary Public

My Commission Expires: My Commission Expires JULY 24, 1999

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 588

182 Valley Forge

Robert C. Holsen
Robert C. Holsen

Constance W. Holsen
Constance W. Holsen

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Robert C. Holsen**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of September 1997.

Jean M. Walker
Notary Public

My Commission Expires: Sept 23, 2000

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Constance W. Holsen**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of September 1997.

Jean M. Walker
Notary Public

My Commission Expires: Sept. 23, 2000

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 589

183 Moultrie Park

Billy N. Sherrill

Billy N. Sherrill

Charlene E. Sherrill

Charlene E. Sherrill

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Billy N. Sherrill**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 28 day of October, 1997.

Catherine J. Lutz

Notary Public

My Commission Expires: Sept 29, 2001

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Charlene E. Sherrill**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 28 day of October, 1997.

Catherine J. Lutz

Notary Public

My Commission Expires: Sept. 29, 2001

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 590

187 Moultrie Park

Charles H. Watkins, Jr.
Charles H. Watkins, Jr.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Charles H. Watkins, Jr.**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 10th day of October, 1997.

Julie E. [Signature]
Notary Public

My Commission Expires ~~My Commission Expires~~ JULY 24, 1999

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 591

188 Moultrie Park

Jack D. Kopald
Jack D. Kopald

Candice G. Kopald
Candice G. Kopald

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Candice G. Kopald with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 7 day of November, 1997.

W. S. ...
Notary Public

My Commission Expires: MY COMMISSION EXPIRES SEPT. 23, 2000

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Jack D. Kopald, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 4th day of November, 1997.

Lynn S. Dalab
Notary Public

My Commission Expires: 5-20-2000

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 592

190 Moultrie Park

Raymond C. Whiteaker, Jr.
Raymond C. Whiteaker, Jr.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Raymond C. Whiteaker, Jr.**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept., 1997.

Jean M. Whiteaker
Notary Public

My Commission Expires Sept. 23, 2000

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 593

192 Moultrie Park

Gene Allen Rose
Gene Allen Rose

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Gene Allen Rose**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 31 day of Sept, 1997.

Jean M. Walker
Notary Public

My Commission Expires: Sept 23, 2000

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 594

193 Moultrie Park

Michael B. Seshul
Michael B. Seshul

Cecile A. Seshul
Cecile A. Seshul

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Michael B. Seshul**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept, 1997.

Jean M. Walker
Notary Public

My Commission Expires: Sept 23, 2000

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Cecile A. Seshul**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept, 1997.

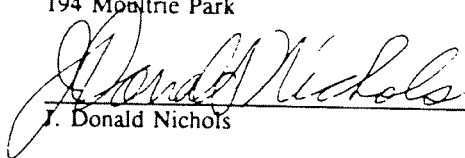
Jean M. Walker
Notary Public

My Commission Expires: Sept. 23, 2000

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 595

194 Moultrie Park

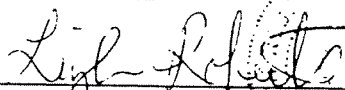


J. Donald Nichols

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **J. Donald Nichols**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 27th day of October, 1997.



Notary Public, Davidson County, Tennessee
My Commission Expires May 27, 2001. Notary Public

My Commission Expires: _____

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 596

195 Moultrie Park

Frances B. Hutchinson
Frances B. Hutchinson

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Frances B. Hutchinson**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept, 1997.

Jean M. Walker
Notary Public

My Commission Expires: Sept. 23, 2000

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 597

196 Moultrie Park

Victoria Pierce Turner
Victoria Pierce Turner

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Victoria Pierce Turner**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 16 day of Oct, 1997.

Arthur Fuller
Notary Public

My Commission Expires: 5-28-98

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 598
197 Moultrie Park

Janet M. Hasslock
Janet M. Hasslock

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Janet M. Hasslock**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

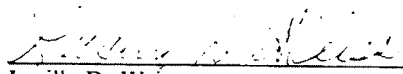
WITNESS my hand, at office, this 20 day of November, 1997.

Julie Egan
Notary Public

My Commission Expires: 7-24-1999

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

198 Moultrie Park BOOK 11758 PAGE 599

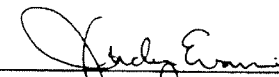


Lucille D. Weiss

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Lucille D. Weiss**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 15 day of October, 1997.



Notary Public

My Commission Expires: ~~My Commission Expires 11/11/99~~

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 600

199 Moultrie Park

Gloria Weiss Turner
Gloria Weiss Turner

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Gloris Weiss Turner**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of SEPT, 1997.

Jean M. Walker
Notary Public

My Commission Expires SEPT 23, 2000

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 601

200 Moultrie Park

Dale M. Quillen
Dale M. Quillen

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Dale M. Quillen**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 15th day of October, 1997.

J. Michelle Rodson
Notary Public

My Commission Expires: 7/22/2000

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 602

202 Moultrie Park

Edith Bass
Edith Bass

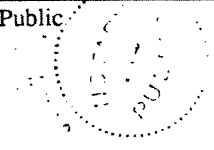
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Edith Bass**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept, 1997.

Jean M. Walker
Notary Public

My Commission Expires: Sept. 23, 2000



The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 603

203 Moultrie Park

Thomas K. Robinson
Thomas K. Robinson

Marie D. Robinson
Marie D. Robinson

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Thomas K. Robinson**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept, 1997.

Jean M. Walker
Notary Public

My Commission Expires: Sept. 23, 2000

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Marie D. Robinson**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept, 1997.

Jean M. Walker
Notary Public

My Commission Expires: Sept. 23, 2000

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

204 Moultrie Park BOOK 11758 PAGE 604

Elizabeth H. Hooton
Elizabeth Hooton

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Elizabeth Hooton**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 23 day of October, 1997.

Judy Egan
Notary Public

My Commission Expires: 10/23/2000

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 605
205 Concord Park West

Edward B. Van Voorhees
Edward B. Van Voorhees

Lucile B. Van Voorhees
Lucile B. Van Voorhees

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Edward B. Van Voorhees**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 24 day of October, 1997.

Judy Ewan
Notary Public

My Commission Expires: My Commission Expires JULY 24, 1999

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Lucile B. Van Voorhees**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 24 day of October, 1997.

Judy Ewan
Notary Public

My Commission Expires: My Commission Expires JULY 24, 1999

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 600

207 Concord Park West

Thomas L. Davis
Thomas L. Davis

Jane L. Davis
Jane L. Davis

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Thomas L. Davis**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 28th day of October, 1997.

Audrey L. Salih
Notary Public

My Commission Expires: 3/24/2001

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Jane L. Davis**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 28th day of October, 1997.

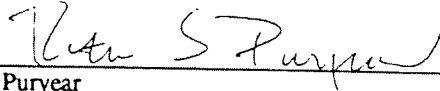
Audrey L. Salih
Notary Public

My Commission Expires: 3/24/2001

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 607

215 Chestnut Hill

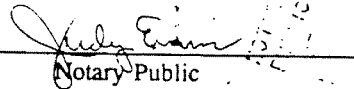


Rita S. Puryear

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Rita S. Puryear**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 23 day of October, 1997.


Notary Public

My Commission Expires: My Commission Expires JULY 24, 1999

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 608

216 Chestnut Hill

Anne B. Stevenson

Anne B. Stevenson

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Anne B. Stevenson**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of Sept, 1997.

Jeanne M. Walker
Notary Public

My Commission Expires: Sept 23, 2000

The undersigned execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 609

217 Chestnut Hill

Stephen L. Bolin
Stephen L. Bolin

Candice L. Bolin
Candice L. Bolin

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Stephen L. Bolin**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 8th day of October, 1997.

Andy Ewan
Notary Public

My Commission Expires: My Commission Expires JULY 24, 1999

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Candice L. Bolin**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 8th day of October, 1997.

Andy Ewan
Notary Public

My Commission Expires: My Commission Expires JULY 24, 1999

The undersigned executes the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugartree.

BOOK 11758 PAGE 610

219 Chestnut Hill

NORTH AMERICAN PROPERTIES, INC.

By: [Signature]

Its: President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for said state, personally appeared GEORGE N. SPIVA, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that (s)he executed the same.

WITNESS my hand, at office, this 22 day of OCTOBER 1997.

[Signature]
Notary Public

My Commission Expires: May 28, 2000

0661402
IDENTIFICATION REFERENCE

99 NOV 29 PM 12:59
BILL GARRETT REGISTER
DAVIDSON COUNTY, TN.

9996 11/29 0161 0300 CR 582.00