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AMENDED AND SUPPLEMENTAL RESTRICTIONS
DECLARATION OF RESERVATIONS AND RESTRICTIVE COVENANTS
BRIGHTON FARMS

STEVE HALL
REGISTER OF DEEDS
KNOX COUNTY

THE TERMS AND PROVISIONS OF THESE AMENDED AND SUPPLEMENTAL RESTRICTIONS ARE INTENDED TO AMEND AND SUPPLEMENT THOSE CERTAIN "DECLARATIONS OF RESERVATIONS AND RESTRICTIVE COVENANTS, BRIGHTON FARMS UNIT ONE, UNIT TWO AND UNIT THREE" AS SET FORTH IN WARRANTY DEED BOOK 1967, PAGE 561, IN THE REGISTER'S OFFICE FOR KNOX COUNTY, TENNESSEE, THE AMENDED AND SUPPLEMENTAL RESTRICTIONS AS SET FORTH IN WARRANTY DEED BOOK 1993, PAGE 1092, AND THE AMENDMENT TO DECLARATION OF RESTRICTIONS OF BRIGHTON FARMS, FOUND AT WARRANTY DEED BOOK 2249, PAGE 745 IN THE REGISTER'S OFFICE FOR KNOX COUNTY.

IN ORDER TO INSURE THE MORE EFFICIENT PRESERVATION OF VALUES AND AMENITIES IN "BRIGHTON FARMS", THE BRIGHTON FARMS HOMEOWNERS ASSOCIATION, A NON-PROFIT CORPORATION (Hereinafter referred to as "Association"), AGREES TO MAINTAIN AND ADMINISTER THE COMMUNITY PROPERTIES AND FACILITIES AND TO ADMINISTER AND ENFORCE THE COVENANTS AND RESTRICTIONS, INCLUDING, BUT NOT LIMITED TO, THE ASSESSMENT, COLLECTION AND DISBURSEMENT OF THE ASSESSMENTS AND CHARGES CREATED HEREIN AND AS STATED WITHIN THE BY-LAWS OF THE ASSOCIATION.

NOW THEREFORE, THE ASSOCIATION DECLARES THAT THE REAL PROPERTY DESCRIBED AND SET FORTH IN THE AFORESTATED RESERVATIONS AND RESTRICTIVE COVENANTS FOR BRIGHTON FARMS HEREINAFTER SHALL BE SUBJECT TO THE TERMS AND PROVISIONS OF THESE RESERVATIONS AND RESTRICTIONS WHICH SHALL RUN WITH THE LAND AND BE BINDING UPON ALL OWNERS AND OCCUPANTS OF BRIGHTON FARMS.

TO THE PUBLIC:

IF THE OWNERS OF SUCH LOTS OR ANY OF THEM, OR THEIR HEIRS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS HEREIN SET OUT, IT SHALL BE LAWFUL FOR ANY OTHER PERSON OWNING REAL PROPERTY SITUATED IN SUCH DEVELOPMENT TO PROSECUTE ANY PROCEEDING AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING ANY OF SUCH COVENANTS, AND EITHER TO PREVENT THE PERSON FROM SO DOING OR TO RECOVER DAMAGES FOR SUCH VIOLATIONS, OR BOTH.

INVALIDATION OF ANY OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS THAT SHALL REMAIN IN FULL FORCE AND EFFECT.

THE GRANTEE OF ANY DEED CONVEYING ANY LOT OR LOTS, PARCELS OR TRACTS SHOWN ON THE PLATS FOR THIS SUBDIVISION, OR ANY PARTS OR PORTIONS THEREOF SHALL BE DEEMED BY THE ACCEPTANCE OF SUCH DEED TO HAVE AGREED TO ALL SUCH RESERVATIONS AND RESTRICTIVE COVENANTS, AND TO HAVE COVENANTED TO OBSERVE, COMPLY WITH AND BE BOUND BY ALL SUCH COVENANTS AND RESTRICTIONS AS HEREINAFTER SET FORTH.

DEFINITIONS

1. "ASSOCIATION" SHALL MEAN AND REFER TO BRIGHTON FARMS HOMEOWNERS ASSOCIATION, INC.
2. "LOT" SHALL MEAN AND REFER TO ANY PLOT OF LAND SHOWN UPON ANY RECORDED SUBDIVISION MAP OF THE PROPERTIES WITH THE EXCEPTION OF COMMON PROPERTIES.
3. "PROPERTIES" SHALL MEAN AND REFER TO ALL SUCH EXISTING PROPERTIES, AND ADDITIONS THERETO, AS ARE SUBJECT TO THIS DECLARATION OR ANY SUPPLEMENTAL DECLARATION.
4. "OWNER" SHALL MEAN AND REFER TO THE OWNER, WHETHER ONE OR MORE PERSONS OR ENTITIES OF THE FEE SIMPLE TITLE TO ANY LOT SITUATED UPON THE PROPERTIES, BUT SHALL NOT MEAN OR REFER TO THE MORTGAGEE UNLESS AND UNTIL SUCH MORTGAGEE HAS ACQUIRED TITLE PURSUANT TO FORECLOSURE OR ANY PROCEEDING IN LIEU OF FORECLOSURE.
5. "COMMON PROPERTIES" SHALL MEAN AND REFER TO THOSE AREAS OF LAND FOR THE COMMON USE AND ENJOYMENT OF THE OWNERS OF THE PROPERTIES.

ITEM 1. RESIDENCE. THE TERM "LOTS" AS USED HEREIN SHALL REFER TO THE NUMBERED LOTS IN THE NUMBERED BLOCKS AS SHOWN ON THE PLAT RECORDED IN THE REGISTER OF DEEDS OFFICE FOR KNOX COUNTY, TENNESSEE. THE LOTS SHOWN ON SAID PLATS SHALL BE USED FOR RESIDENTIAL PURPOSES ONLY. NO LOT OR LOTS SHALL BE USED FOR OTHER THAN SINGLE-FAMILY RESIDENCE PURPOSE. THE HEIGHT OF THE MAIN RESIDENCE ON EACH LOT SHALL NOT BE MORE THAN TWO FULL STORIES ABOVE THE NORMAL SURFACE OF THE GROUND. NO BUILDING AT ANY TIME SITUATED ON ANY LOT SHALL BE USED FOR ANY BUSINESS, COMMERCIAL, AMUSEMENT, HOSPITAL, SANITARIUM, SCHOOL, CLUBHOUSE, RELIGIOUS, CHARITABLE, PHILANTHROPIC OR MANUFACTURING PURPOSE OR AS A PROFESSIONAL OFFICE. NO BUILDING SITUATED ON ANY LOT SHALL BE RENTED OR LEASED SEPARATELY FROM THE RENTAL OR LEASE OF THE ENTIRE PROPERTY. NO PART OF ANY SUCH BUILDING SHALL BE USED FOR THE PURPOSE OF RENTING ROOMS THERE OR AS A BOARDING HOUSE, HOTEL, MOTEL, TOURIST OR MOTOR COURT, OR OTHER TRANSIENT ACCOMMODATION. NO DUPLEX RESIDENCE, GARAGE APARTMENT OR APARTMENT HOUSE SHALL BE ERRECTED OR ALLOWED TO REMAIN ON ANY LOT. NO BUILDING ON ANY LOT AT ANY TIME SHALL BE CONVERTED INTO A DUPLEX RESIDENCE, GARAGE APARTMENT, APARTMENT HOUSE OR GUEST HOUSE.

ITEM 2. SIGNS AND ADVERTISING. EXCEPT AS OTHERWISE PERMITTED HEREIN, NO BILLBOARDS OR ADVERTISING SIGNS OF ANY KIND SHALL BE ERRECTED OR DISPLAYED ON ANY LOT WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE ASSOCIATION. THE OWNER MAY PLACE STANDARD SIGNS ADVERTISING THE RESIDENCE FOR SALE OR LEASE, STANDARD SECURITY SIGNS AND TEMPORARY SIGNS ADVERTISING RESIDENTIAL IMPROVEMENTS.

ITEM 3. CONSTRUCTION REQUIREMENTS. "SPLIT-FOYER" DWELLINGS SHALL NOT BE PERMITTED. NO BUILDING SHALL BE ERRECTED, PLACED, ALTERED OR PERMITTED TO REMAIN ON ANY LOT IN THIS SUBDIVISION HAVING A GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF OPEN PORCHES AND GARAGES, OF LESS THAN SIXTEEN HUNDRED (1600) SQUARE FEET FOR A ONE-STORY DWELLING. TWO STORY DWELLINGS SHALL HAVE NOT LESS THAN NINE HUNDRED (900) SQUARE FEET IN THE GROUND LEVEL MAIN STRUCTURE (EXCLUSIVE OF ANY WINGS) AND SHALL HAVE NOT LESS THAN EIGHTEEN HUNDRED (1800) SQUARE FEET WHEN THE ENTIRE STRUCTURE OF THE GROUND LEVEL AND THE SECOND STORY IMMEDIATELY ABOVE ARE COMBINED. ALL DWELLINGS SHALL HAVE A CONCRETE AND/OR CONCRETE BLOCK FOUNDATION THAT SHALL BE FACED WITH BRICK, STUCCO OR STONE. ALL BUILDINGS SHALL MEET THE REQUIREMENTS OF THE STATE AND/OR LOCAL BUILDING CODES AND SHALL BE CONSISTENT WITH ALL CONSTRUCTION IN THE SUBDIVISION.

ITEM 4. APPROVAL OF PLANS. FOR THE PURPOSE OF FURTHER INSURING A RESIDENTIAL AREA OF THE HIGHEST QUALITY AND STANDARDS, THE ASSOCIATION SHALL RESERVE THE EXCLUSIVE POWER AND DISCRETION TO CONTROL AND APPROVE ALL NEW BUILDINGS, STRUCTURES, DRIVEWAYS AND OTHER IMPROVEMENTS AND THE LOCATION OR PLACEMENT OF SUCH ON EACH LOT IN THE MANNER AND TO THE EXTENT SET FORTH WITHIN THESE RESTRICTIONS AND COVENANTS. EXTERIOR MAINTENANCE SUCH AS PAINTING, RE-SIDING OR RE-ROOFING OF THE MAIN OR DETACHED STRUCTURES THAT ARE CONSISTENT WITH THE EXISTING MATERIALS AND/OR COLORS, DO NOT REQUIRE APPROVAL.

NO BUILDING OR ITEM SHALL BE ERRECTED, PLACED, ALTERED OR PERMITTED TO REMAIN ON ANY LOT IN THE SUBDIVISION UNTIL THE BUILDING PLANS, SPECIFICATIONS AND PLOT PLANS SHOWING THE LOCATION OF SAID BUILDING OR ALTERATIONS HAVE BEEN SUBMITTED IN WRITING AND APPROVED BY THE ASSOCIATION. ALL THE ABOVE MENTIONED BUILDINGS, STRUCTURES, OBJECTS, ALTERATIONS, ETC., SHALL BE IN CONFORMITY AND HARMONY WITH EXISTING STRUCTURES IN THE SUBDIVISION.

THE ASSOCIATION SHALL RESPOND TO ALL REQUESTS WITHIN 30 CALENDAR DAYS ONCE ALL REQUIRED INFORMATION HAS BEEN SUBMITTED. APPROVAL OF SUCH PLANS AND SPECIFICATION SHALL BE EVIDENCED BY WRITTEN ENDORSEMENT ON SUCH PLANS AND SPECIFICATIONS, A COPY OF WHICH SHALL BE DELIVERED TO THE OWNER OR OWNERS OF THE LOT UPON WHICH THE PROSPECTIVE BUILDING, DRIVEWAY, IMPROVEMENT OR OTHER STRUCTURE IS CONTEMPLATED PRIOR TO THE BEGINNING OF CONSTRUCTION. NO CHANGES OR DEVIATIONS IN OR FROM SUCH PLANS AND SPECIFICATIONS AS APPROVED SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF THE ASSOCIATION. IN THE EVENT THE ASSOCIATION FAILS TO APPROVE OR DISAPPROVE ANY SUCH SUBMITTAL OF PLANS WITHIN THE (30) DAY PERIOD AFTER SUBMISSION, SUCH APPROVAL WILL NOT BE NECESSARY AND SUCH COVENANT WILL BE DEEMED FULLY COMPLIED WITH. NEITHER THE ASSOCIATION NOR ITS BOARD OF DIRECTORS SHALL BE LIABLE FOR ANY TECHNICAL DEFECTS IN SUCH PLANS OR SPECIFICATIONS THAT WERE SUBMITTED, OR IN ANY BUILDING OR STRUCTURE ERRECTED ACCORDING TO SUCH PLANS AND SPECIFICATIONS. ADHERENCE OF THE PLANS TO PROFESSIONAL BUILDING STANDARDS IS THE SOLE RESPONSIBILITY OF THE OWNER.

ITEM 5. DETACHED OUTBUILDINGS, STRUCTURES, AND OBJECTS. DETACHED OUTBUILDINGS WHICH INCLUDE STORAGE SHEDS, TOOL OR WORKSHOPS, GREENHOUSES, CHILDREN'S PLAYHOUSES, GAZEBOS, OR ANY OTHER STRUCTURE, EXCLUDING SWIMMING POOL INSTALLATION FACILITIES, THAT EXTEND MORE THAN THREE (3) FEET ABOVE THE NORMAL SURFACE OF THE GROUND, MUST BE APPROVED BY THE ASSOCIATION AS STATED IN ITEM 4, APPROVAL OF PLANS.

THE FOLLOWING STRUCTURES AND OBJECTS MAY BE ERECTED AND MAINTAINED AND ALLOWED TO REMAIN ON THE LOT ONLY IF THE SAME ARE APPROVED BY THE ASSOCIATION AS STATED IN ITEM 4, APPROVAL OF PLANS: PENS, HOUSES FOR PETS, WOOD, CLOTHES RACKS AND CLOTHES LINES, CHILDREN'S PLAY HOUSES, MISCELLANEOUS STORAGE FACILITIES (OTHER THAN UNDERGROUND RECEPTACLES) AND ANY OTHER STRUCTURES OR OBJECTS WHICH MAY BE DEEMED TO BE OF AN UNSIGHTLY NATURE OR APPEARANCE. NO ELEVATED TANKS OF ANY KIND SHALL BE ERECTED, PLACED, OR PERMITTED ON ANY PART OF SUCH PREMISES.

ITEM 6. GARAGES & CARPORTS. ALL GARAGES AND CARPORTS SHALL BE PART OF THE MAIN STRUCTURE AND SHALL HAVE A CAPACITY FOR AT LEAST TWO (2) VEHICLES. CARPORTS SHALL BE SCREENED ON ANY STREET FRONTINGS, USING MATERIALS OF CONFORMITY AND HARMONY WITH THE MAIN STRUCTURE. GARAGE OR CARPORT ADDITIONS MAY BE ERECTED AND MAINTAINED AND ALLOWED TO REMAIN ON THE LOT, PROVIDED ALL PLANS AND SPECIFICATIONS AS STATED IN ITEM 4, APPROVAL OF PLANS, HAVE BEEN SUBMITTED AND APPROVED BY THE ASSOCIATION.

ITEM 7. UTILITY LINES, AND RADIO AND TELEVISION ANTENNAS. ALL PRIMARY AND SECONDARY TELEPHONE, ELECTRIC AND OTHER UTILITY LINES, INCLUDING CABLE TV LINES AND CONNECTIONS BETWEEN THE MAIN UTILITY LINES AND THE RESIDENCE AND OTHER BUILDINGS LOCATED ON EACH LOT SHALL BE CONCEALED AND LOCATED UNDERGROUND SO AS NOT TO BE VISIBLE. ELECTRIC SERVICE SHALL BE PROVIDED THROUGH UNDERGROUND PRIMARY SERVICE LINES RUNNING TO TRANSFORMERS. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR ALL MAINTENANCE, OPERATIONS, SAFETY, REPAIR AND REPLACEMENT OF ANY SECONDARY ELECTRICAL SYSTEM EXTENDING TO THE RESIDENT'S BUILDING OR TO ANY OTHER POINT ON THE LOT FROM THE APPLICABLE TRANSFORMER. NO EXPOSED RADIO OR TELEVISION AERIALS OR ANTENNAS OF ANY KIND SHALL BE ERECTED, PLACED, OR MAINTAINED ON ANY PART OF SUCH PREMISES, WITH THE EXCEPTION OF ONE SATELLITE DISH NOT TO EXCEED 36" IN DIAMETER. THE DISH SHALL BE PLACED IN THE REAR YARD OF THE HOME, OR ATTACHED TO THE SIDE OR BACK OF THE MAIN RESIDENCE, BUT IS PROHIBITED ON THE FRONT OF ANY RESIDENCE. THE ASSOCIATION MAY WAIVE ANY PORTION OF THIS RESTRICTION. HOWEVER, ANY WAIVER OF THIS RESTRICTION SHALL NOT CONSTITUTE A WAIVER AS TO OTHER LOTS, LINES OR DEVICES.

ITEM 8. COMPLETION OF CONSTRUCTION. ONCE THE CONSTRUCTION OF ANY MAIN RESIDENCE HAS BEGUN, WORK SHALL BE CARRIED ON DILIGENTLY AND CONTINUOUSLY UNTIL ITS FULL COMPLETION. ALL CONSTRUCTION MUST BE COMPLETED WITHIN 9 MONTHS, UNLESS SUCH COMPLETION IS RENDERED IMPOSSIBLE AS A DIRECT RESULT OF STRIKES, FIRES, NATIONAL EMERGENCIES, NATURAL CALAMITIES, OR ANY OTHER CAUSE BEYOND THE CONTROL OF THE OWNER. THE ASSOCIATION MAY WAIVE THIS RESTRICTION. ANY WAIVER OF THIS RESTRICTION SHALL NOT CONSTITUTE A WAIVER AS TO OTHER BUILDING COMPLETIONS.

ITEM 9. OCCUPANCY. NO PRIVATE DWELLING HOUSE ERECTED UPON ANY LOT SHALL BE OCCUPIED IN ANY MANNER WHILE IN THE COURSE OF CONSTRUCTION, NOR AT ANY TIME PRIOR TO IT'S BEING FULLY COMPLETED, AS HEREIN REQUIRED. NOR SHALL ANY RESIDENCE, WHEN COMPLETED, BE OCCUPIED UNTIL MADE TO COMPLY WITH THE APPROVED PLANS, THE REQUIREMENTS HEREIN, AND ALL OTHER COVENANTS, CONDITIONS, RESERVATIONS, AND RESTRICTIONS. NO TEMPORARY BUILDING, TRAILER HOME, BASEMENT OR OTHER TEMPORARY STRUCTURE SHALL BE PLACED OR ERECTED UPON ANY LOT UNLESS APPROVED BY THE ASSOCIATION OR ITS DESIGNATED AGENT, SUCESSORS OR ASSIGNS. PRIOR TO COMPLETION OF CONSTRUCTION, THE PROPERTY OWNER SHALL INSTALL AT HIS EXPENSE A SUITABLE PAVED DRIVEWAY FROM THE PAVED PORTION OF THE ABUTTING ACCESS WAY TO HIS RESIDENCE. DURING CONSTRUCTION ON ANY LOT, ALL VEHICLES INVOLVED IN SUCH CONSTRUCTION, INCLUDING THOSE DELIVERING MATERIALS AND SUPPLIES, SHALL ENTER UPON SUCH LOT FROM THE ACCESS WAY ONLY, AND SUCH VEHICLE SHALL NOT BE PARKED AT ANY TIME UPON ANY PROPERTY OTHER THAN THE LOT ON WHICH THE CONSTRUCTION IS PROCEEDING.

ITEM 10. **LETTER AND DELIVERY BOXES.** ALL MAIL OR PAPER DELIVERY BOXES AND NAME SIGNS FOR SUCH BOXES SHALL BE UNIFORM IN LOCATION, COLOR, SIZE, DESIGN, LETTERING AND ALL OTHER PARTICULARS. THESE SHALL BE APPROVED BY THE ASSOCIATION TO KEEP AN ATTRACTIVE APPEARANCE FROM ALL SIDES AND FROM ALL POINTS OF VIEW. THE APPROVED LETTER AND DELIVERY BOXES ARE AS FOLLOWS:

- COPPER COVERED MAILBOXES MANUFACTURED BY STILL RIVER DESIGNS:
CONTACT STILL RIVER DESIGNS @ 866-731-7737 OR WWW.STILLRIVERDESIGNS.COM
(DOOR REPAIR KITS OR INFORMATION ON REPAIRING DAMAGED MAILBOXES MAY ALSO BE OBTAINED FROM STILL RIVER DESIGNS).
- THE MAILBOX SHALL BE PLACED ON A WOODEN POST THAT INCLUDES A NEWSPAPER DELIVERY BOX DIRECTLY UNDERNEATH, WHICH IS AVAILABLE AT ROCKY HILL HARDWARE @ 690-0876. THE POST SHALL BE PAINTED COPPER VERDE (GREEN) AVAILABLE THROUGH PITTSBURGH PAINTS.

IF OWNERS DESIRE TO RESTORE THE ORIGINAL APPROVED MAILBOX TO COPPER IN COLOR, THE FOLLOWING HAS BEEN USED SUCCESSFULLY:

- SPRAY CAN OF RUSTOLEUM - SPECIALLY METALLIC - COPPER

THE UNITED STATES POSTAL SERVICE REQUIRES THAT THE BOTTOM OF ALL MAILBOXES SHOULD BE 42" IN HEIGHT FROM THE STREET PAVEMENT AND THE FRONT OF THE MAILBOX WHEN CLOSED SHOULD NOT EXTEND OVER THE CURB.

ITEM 11. **DRAINAGE.** DRAINAGE WAYS SHALL CONFORM TO THE REQUIREMENTS OF ALL LAWFUL PUBLIC AUTHORITIES.

ITEM 12. **ANIMALS.** NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BRED, OR KEPT ON ANY LOT EXCEPT DOGS, CATS, AND CUSTOMARY HOUSEHOLD PETS PROVIDED THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSE. RESIDENTS MUST COMPLY WITH THE APPLICABLE KNOX COUNTY REGULATIONS AND ORDINANCES CONCERNING PETS. PETS MUST BE KEPT UNDER HOMEOWNER'S CONTROL AT ALL TIMES AND NO PETS SHALL BE ALLOWED THAT CREATES A DANGER OR NUISANCE TO THE NEIGHBORHOOD.

ITEM 13. **SEWAGE DISPOSAL.** EVERY PROPERTY SHALL CONNECT TO THE SANITARY SEWER. NO PORTABLE OR OUTSIDE TOILET SHALL BE PERMITTED UNLESS BY THE USE OF WORKMEN DURING THE COURSE OF ANY NEW CONSTRUCTION.

ITEM 14. **DIVISION OF LOTS.** NO LOT IN BRIGHTON FARMS SHALL BE SUBDIVIDED.

ITEM 15. **NUISANCES.** NO LOT SHALL BE USED IN WHOLE OR PART FOR THE STORAGE OF RUBBISH OR ANY THING THAT WILL CAUSE SUCH LOT TO APPEAR UNKEMPT OR THAT IS OBNOXIOUS TO THE EYE. NOR SHALL ANY SUBSTANCE, THING OR MATERIAL BE KEPT THAT EMITS FOUL OR NOXIOUS ODORS OR CONSTITUTES A HEALTH HAZARD. DISTURBANCE CAUSED BY NOISE OR LIGHT THAT AFFECTS THE PEACE, QUIET, COMFORT OR SERENITY OF THE OCCUPANTS OF SURROUNDING PROPERTIES, IS PROHIBITED.

ITEM 16. **SET BACK LINES.** THE PROCEDURE FOR DETERMINING SET BACK LINES SHALL BE THE SAME AS THOSE SET FORTH BY THE KNOX COUNTY SUBDIVISION ZONING REGULATIONS.

ITEM 17. **FENCES AND RETAINING WALLS.** NO FENCES OR RETAINING WALLS SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT UNLESS APPROVED BY THE ASSOCIATION. SEE SECTION 4, APPROVAL OF PLANS.

ITEM 18. **OUTDOOR LIGHTING.** EACH PROPERTY OWNER SHALL ERECT AND MAINTAIN A WORKING ENTRANCE POST LIGHT. OWNERS MAY INSTALL LANDSCAPE LIGHTING, IF SO DESIRED. STANDARD FLOOD LIGHTING AFFIXED TO THE RESIDENCE SHALL BE THE ONLY SECURITY LIGHTING ALLOWED.

ITEM 19. **MINING AND DRILLING.** NO WELLS MAY BE DRILLED OR MAINTAINED ON ANY LOT WITHOUT FIRST NOTIFYING THE ASSOCIATION. EACH PROPERTY OWNER AT HIS EXPENSE SHALL CONNECT HIS WATERLINES TO THE WATER DISTRIBUTION MAIN PROVIDED TO SERVE THAT OWNER'S LOT AND SHALL PAY CONNECTION AND WATER METER CHARGES ESTABLISHED OR APPROVED BY THE UTILITY DISTRICT OR THEIR SUCCESSOR THAT PROVIDES SERVICE FOR SAID LOT. AFTER SUCH CONNECTIONS, EACH PROPERTY OWNER SHALL PAY WHEN DUE, THE PERIODIC CHARGES OR RATES FOR THE FURNISHING OF WATER MADE BY THE SUPPLIER THEREOF. NO INDIVIDUAL WATER SUPPLY SYSTEM OR WELL SHALL BE PERMITTED ON ANY LOT EXCEPT TO SUPPLY WATER TO THE LOT'S AIR CONDITIONING, SWIMMING POOL OR OTHER EXTERIOR USE. THE OWNER IS SOLELY RESPONSIBLE FOR ANY DAMAGE CAUSED BY SAID WELL AND THE ASSOCIATION AND ITS BOARD OF DIRECTORS, ASSUME NO LIABILITY. NO DERRICK OR OTHER STRUCTURE DESIGNED FOR USE IN DRILLING FOR OIL OR NATURAL GAS SHALL BE ERECTED, PLACED OR PERMITTED UPON ANY PART OF SUCH PREMISES, NOR SHALL ANY OIL, NATURAL GAS, PETROLEUM, ASPHALTUM, OR HYDROCARBON PRODUCTS OR MINERALS OF ANY KIND BE PRODUCED OR EXTRACTED THEREFROM.



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ITEM 20. **MAINTENANCE OF LOTS.** ALL LOTS MUST BE LANDSCAPED AND MAINTAINED. THE OWNER OF EACH LOT SHALL KEEP SUCH LOT FREE OF TALL GRASS, UNDERGROWTH, DEAD TREES, DANGEROUS DEAD TREE LIMBS, WEEDS, TRASH AND RUBBISH, AND KEEP SUCH LOT AT ALL TIMES IN A NEAT AND ATTRACTIVE CONDITION. IN THE EVENT THE OWNER OF ANY LOT FAILS TO COMPLY WITH THE PRECEDING SENTENCE OF THIS PARAGRAPH 20, THE ASSOCIATION SHALL HAVE THE RIGHT, BUT NO OBLIGATION, TO GO UPON SUCH LOT AND FURNISH LABOR NECESSARY OR DESIRABLE IN ITS SOLE JUDGMENT TO MAINTAIN THE PROPERTY IN A NEAT AND ATTRACTIVE CONDITION, ALL AT THE EXPENSE OF THE OWNER. THE EXPENSE SHALL BE PAYABLE ON DEMAND BY SUCH OWNER TO THE ASSOCIATION.

ITEM 21. **RECREATIONAL AND/OR OTHER VEHICLES.** NO ONE SHALL BE PERMITTED TO STORE HOUSE TRAILERS, CAMPERS, MOTOR HOMES, BOATS OF ANY KIND, TRAILERS, OR SUCH OTHER TYPE VEHICLE ON OR ABOUT SAID RESIDENCES UNLESS THE SAME ARE STORED INSIDE A GARAGE SO AS NOT TO BE READILY VISIBLE FROM THE STREET OR ADJOINING PROPERTIES. NO AUTOMOBILES WHICH ARE INOPERABLE OR ARE BEING STORED SHALL BE REPEATEDLY PARKED, KEPT, REPAIRED OR MAINTAINED ON THE STREET, DRIVEWAY OR LAWN OF ANY LOT.

ITEM 22. **GARBAGE CANS.** GARBAGE CANS AND ALL OTHER SUCH CONTAINERS SHALL BE STORED IN THE GARAGE AREA OR SUCH OTHER AREA ADJACENT TO THE RESIDENCE SO AS NOT TO BE READILY VISIBLE FROM THE STREET OR ADJOINING PROPERTIES. GARBAGE CANS OR CONTAINERS WILL BE PERMITTED IN THE DRIVEWAY AREA FOR "PICK-UP" PURPOSES ONLY, FOR A TIME PERIOD NOT TO EXCEED TWENTY-FOUR (24) HOURS.

ITEM 23. **SWIMMING POOLS AND SPAS.** NO SWIMMING POOLS, SPAS OR OTHER SUCH RECREATIONAL STRUCTURES SHALL BE PERMITTED IN THE FRONT OR SIDE YARD OF ANY HOUSE. SWIMMING POOLS AND SPAS ARE PERMITTED IN THE REAR YARD AREA PROVIDED THE SAME ARE NOT MORE THAN THREE (3) FEET ABOVE GROUND LEVEL AND HAVE THE PRIOR APPROVAL OF THE ASSOCIATION.

ITEM 24. **REMEDIES.** WHENEVER THERE SHALL HAVE BEEN BUILT, OR THERE SHALL EXIST, ON ANY LOT ANY STRUCTURE, BUILDING, THING OR CONDITION WHICH IS IN VIOLATION OF THESE COVENANTS AND RESTRICTIONS, THE ASSOCIATION SHALL HAVE THE RIGHT, BUT NO OBLIGATION TO ENTER UPON THE PROPERTY WHERE SUCH VIOLATION EXISTS AND ABATE OR REMOVE THE SAME, ALL AT THE EXPENSE OF THE OWNER OF SUCH PROPERTY. THE EXPENSE SHALL BE PAYABLE BY SUCH OWNER TO THE ASSOCIATION ON DEMAND. SUCH ENTRY AND ABATEMENT OR REMOVAL SHALL NOT BE DEEMED A TRESPASS OR MAKE THE ASSOCIATION, OR ITS BOARD OF DIRECTORS, LIABLE IN ANY WAY FOR ANY DAMAGES ON ACCOUNT THEREOF.

ITEM 25. **ENFORCEMENT & SEVERABILITY.** IF THE OWNERS OF ANY LOT, THEIR HEIRS OR ASSIGNS, SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS OR RESTRICTIONS HEREIN, IT SHALL BE LAWFUL FOR THE ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, OR ANY OWNER AS DEFINED HEREIN TO PROSECUTE ANY PROCEEDING AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANTS OR RESTRICTIONS AND EITHER TO PREVENT THE PERSON FROM SO DOING OR TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATIONS. INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGEMENT OR COURT ORDER SHALL NOT IN ANY WAY AFFECT ANY OF THE OTHER PROVISIONS THAT SHALL REMAIN IN FULL FORCE AND EFFECT.

ITEM 26. **HOMEOWNERS ASSOCIATION.** FOR THE PURPOSE OF MAINTAINING ALL COMMON COMMUNITY AREAS AND SERVICES WITHIN THE DEVELOPMENT, EACH AND EVERY LOT OWNER, IN ACCEPTING A DEED OR CONTRACT FOR ANY LOT IN SUCH PREMISES, AGREES TO AND SHALL BE A MEMBER OF AND BE SUBJECT TO THE OBLIGATIONS AND DULY INACTED BY-LAWS AND RULES OF THE BRIGHTON FARMS HOMEOWNERS ASSOCIATION, A NON-PROFIT ORGANIZATION, GOVERNED BY A BOARD OF DIRECTORS.

ITEM 27. **TERM.** THESE COVENANTS ARE TO TAKE EFFECT IMMEDIATELY AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL 1 JANUARY 2013 AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS BY VOTE THE MAJORITY OF THE THEN OWNERS OF LOTS AGREE TO CHANGE SAID COVENANTS IN WHOLE OR IN PART.

ITEM 28. **ATTORNEY FEES.** PROVIDED, THAT SHOULD THE ASSOCIATION, ITS BOARD OF DIRECTORS OR ANY OTHER REVERSIONARY OWNER EMPLOY COUNSEL TO ENFORCE ANY OF THE FOREGOING COVENANTS, CONDITIONS, RESERVATIONS, OR RESTRICTIONS, OR RE-ENTRY, BY REASON OF SUCH BREACH, ALL COSTS FOR COUNSEL SHALL BE PAID BY THE OWNER OF SUCH LOT OR LOTS. THE ASSOCIATION OR ANY OTHER REVERSIONARY OWNER SHALL HAVE A LIEN UPON SUCH LOT OR LOTS TO SECURE THE PAYMENT OF ALL SUCH ACCOUNTS. THE REMEDIES CONTAINED IN THIS PARAGRAPH SHALL BE CONSTRUED AS CUMULATIVE WITH ALL OTHER REMEDIES NOW OR HEREINAFTER PROVIDED BY LAW.

ITEM 29. **WAIVER OF BREACH.** THE FAILURE OF THE ASSOCIATION OR ITS BOARD OF DIRECTORS TO ENFORCE ANY COVENANT OR RESTRICTION OR ANY OBLIGATION, OR RIGHT, POWER, PRIVILEGE, AUTHORITY OR RESERVATION HEREIN CONTAINED, HOWEVER LONG CONTINUED, SHALL IN NO EVENT BE DEEMED A WAIVER OF THE RIGHT TO ENFORCE THE SAME THEREAFTER AS TO THE SAME BREACH OR VIOLATION THEREOF OCCURRING PRIOR TO OR SUBSEQUENT THERETO.

ITEM 30. **MORTGAGE INTEREST.** THE BREACH OF ANY OF THE FOREGOING COVENANTS, CONDITIONS, RESERVATIONS, OR RESTRICTIONS, OR ANY RE-ENTRY BY REASON OF SUCH BREACH, SHALL NOT DEFEAT OR RENDER INVALID THE LIEN OF ANY MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH FOR VALUE AS TO ANY LOT OR LOTS OR PORTIONS OF LOTS IN SUCH PREMISES. BUT THESE COVENANTS, CONDITIONS, RESERVATIONS, AND RESTRICTIONS, SHALL BE BINDING UPON AND EFFECTIVE AGAINST ANY SUCH MORTGAGES OR TRUSTEE OR OWNER THEREOF, WHOSE TITLE THERETO OR WHOSE GRANTOR'S TITLE IS OR WAS ACQUIRED BY FORECLOSURE, TRUSTEE'S SALE, OR OTHERWISE.

ITEM 31. **WAIVER AND MODIFICATION.** THE ASSOCIATION, ITS AGENTS, ASSIGNS OR SUCCESSORS HEREBY RESERVE THE RIGHT IN THEIR ABSOLUTE DISCRETION AT ANY TIME BY AMENDMENT TO ANNUL, WAIVE, CHANGE OR MODIFY ANY OF THE RESTRICTIONS, CONDITIONS OR COVENANTS CONTAINED HERE AS TO ANY PART OF BRIGHTON FARMS SUBDIVISION. SUCH AMENDMENTS SHALL CONFORM TO THE GENERAL PURPOSES AND STANDARDS OF THE COVENANTS AND RESTRICTIONS HEREIN CONTAINED. SAID AMENDMENTS MAY BE MADE FOR THE PURPOSE OF CURING ANY AMBIGUITY OR ANY INCONSISTENCY BETWEEN THE PROVISIONS CONTAINED HEREIN. SAID AMENDMENTS MAY INCLUDE ANY CONTRACT OR DEED OR OTHER INSTRUMENT HEREINAFTER APPLICABLE TO SAID LAND, WHICH DOES NOT LOWER THE STANDARDS OF THESE COVENANTS AND RESTRICTIONS, CONTAINED HEREIN.

ITEM 32. **ASSIGNMENT OR TRANSFER.** ANY OR ALL OF THE RIGHTS AND POWERS, TITLE, EASEMENTS, AND ESTATES RESERVED OR GIVEN TO THE ASSOCIATION IN THIS INSTRUMENT MAY BE ASSIGNED TO ANY ONE OR MORE CORPORATIONS OR ASSIGNS THAT WILL AGREE TO ASSUME SAID RIGHTS, POWERS, DUTIES AND OBLIGATIONS AND CARRY OUT AND PERFORM THE SAME. ANY SUCH ASSIGNMENT OR TRANSFER SHALL BE MADE BY APPROPRIATE WRITTEN INSTRUMENT IN WHICH THE ASSIGNS OR TRANSFEREE SHALL JOIN FOR THE PURPOSE OF EVIDENCING ITS ACCEPTANCE OF SUCH RIGHTS AND POWERS AND SUCH ASSIGNS OR TRANSFEREE SHALL THEREUPON HAVE THE SAME RIGHTS AND POWERS, AND BE SUBJECT TO THE SAME OBLIGATIONS AND DUTIES AS ARE HEREIN GIVEN TO AND ASSUMED BY THE ASSOCIATION. THE ASSOCIATION SHALL THEREUPON BE RELEASED FROM ALL RIGHTS AND OBLIGATIONS ASSIGNED OR TRANSFERRED. SAID ASSIGNMENT OR TRANSFER SHALL BE MADE OF RECORD IN THE REGISTER OF DEEDS OFFICE OF KNOX COUNTY, TENNESSEE.

IN WITNESS WHEREOF, THE BRIGHTON FARMS HOMEOWNERS ASSOCIATION, A NON-PROFIT CORPORATION, AND ITS NAME TO BE SIGNED HERETO BY THE PRESIDENT OF ITS BOARD OF DIRECTORS, THIS 26TH DAY OF SEPTEMBER, 2005.

BRIGHTON FARMS HOMEOWNERS ASSOCIATION, INC.

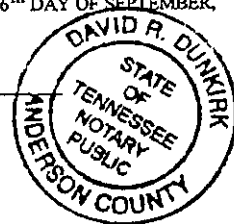
Lon M. Emery
LON M. EMERY, PRESIDENT

STATE OF TENNESSEE
COUNTY OF ANDERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR ANDERSON COUNTY, TENNESSEE, PERSONALLY APPEARED LON M. EMERY, WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO, UPON OATH, ACKNOWLEDGED HIMSELF TO BE THE PRESIDENT OF THE BRIGHTON FARMS HOMEOWNERS ASSOCIATION, A NON-PROFIT CORPORATION, THE WITHIN NAMED BARGAINOR, AND THAT HE AS SUCH PRESIDENT BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED, BY SIGNING THE NAME OF THE ASSOCIATION BY HIMSELF AS PRESIDENT.

WITNESS MY HAND AND OFFICIAL SEAL AND OFFICE IN KNOX COUNTY, TENNESSEE, THIS 26TH DAY OF SEPTEMBER, 2005.

David R. Dunkirk
DAVID R. DUNKIRK, NOTARY PUBLIC



My Commission Expires: JUNE 30, 2009



Instr: 200509260027603
PAGE: 5 OF 6

THIS INSTRUMENT PREPARED BY: JAMES S. TIPTON, JR.
GENTRY, TIPTON, KIZER & McLEMORE, P.C.
2610 First Tennessee Plaza
Post Office Box 1990
Knoxville, Tennessee 37901
(423) 525-5300

STEVE HALL
REGISTER OF DEEDS
KNOX COUNTY

Amendment to Declaration of Restrictions of Brighton Farms

This Amendment, made this 24 day of May, 1997, by DOROTHY J. FARNHAM ("Owner"), WILLIAM J. FARNHAM d/b/a FARNHAM DEVELOPMENT, a sole proprietorship ("Farnham"), HUGH G. NEIL, JR. ("Neil"), and BRIGHTON FARMS, LLC, a Tennessee limited liability company ("BFLLC").

RECITALS:

1. Farnham, as the "Developer" of Brighton Farms Subdivision, located on Hardin Valley Road in Knox County, Tennessee (the "Subdivision"), consisting at present of Unit 1, as shown on map of record in Map Cabinet L, Slot 16-B, in the Office of Register of Deeds, Knox County, Tennessee (the "Register's Office"), and Unit 2, as shown by map of record in Map Cabinet N, Slot 101-A in the Register's Office, declared, executed, and recorded in the Register's Office, certain reservations, covenants, conditions, and restrictions applicable to the Subdivision, of record in Warranty Deed Book 1967, Page 561; as amended by document recorded in Warranty Deed Book 1993, Page 1092, and as further amended by document recorded in Deed Book 2131, Page 409 (collectively, the "Restrictions").

2. In declaring, executing, and recording the Restrictions as Developer of the real property developed as Units 1 and 2 of the Subdivision, Farnham was acting with the knowledge and consent of the Owner, who was the actual, original owner of the real property developed as Unit 1 and Unit 2 of the Subdivision, and who at present remains as the owner of certain lots in Unit 1 and Unit 2, as well as a tract adjoining Unit 2, consisting of approximately 21 acres, identified on the map of record in Map Cabinet N, Slot 101-A, referred to above, as reserved for "Future Development", and which is intended to be developed as Unit 3 of the Subdivision.

3. Following the execution of this Amendment, the Owner will convey and transfer title of her remaining lots in Unit 1 and Unit 2 of the Subdivision to Neil, and shall convey and transfer title to the approximately 21 acres (hereinafter "Unit 3" of the Subdivision) to BFLLC.

4. By this Amendment, the parties desire to document the transfer by Farnham, as "Developer" under the existing Restrictions, of all of his rights, title, interest, powers, and duties as Developer to Neil, in regard to Unit 1 and Unit 2 of the Subdivision, and to BFLLC, in regard to Unit 3 of the Subdivision, and to document the acceptance of such transfer by the respective transferees, all in accord with the terms of this Amendment.

NOW THEREFORE, the parties hereby amend the Restrictions as follows:

1. It is agreed and declared that BFLLC, as the Owner's successor in title, and as Farnham's successor and assign as "Developer", shall have the sole and exclusive right to develop Unit 3 of the Subdivision, to exercise all rights and powers of the Developer under the existing Restrictions in respect to Unit 3, and that the Restrictions, as amended by this Amendment, are hereby adopted and made applicable to any future development of Unit 3 as though the same had been originally imposed upon Unit 3. Further, BFLLC shall have the exclusive right, hereafter, as Developer in respect to Unit 3, to record additional or amended declarations of reservations and restrictive

INST: 71545 MB 2249 PG: 745
REC'D FOR REC 05/15/1997 15:48:37 KNOX CO. TN
RECORD FEE: \$ 15.00
MORTGAGE TAX: \$ 0.00 TRANSFER TAX: \$ 0.00

Instr: 199705150036246
Pages: 1 of 4
Cross Ref: MB 2249/745
Back File Automation

covenants applicable to Unit 3, containing essentially the same substance as the existing Restrictions, in accord with Article II, Section 2 of the document of record in Deed Book 1993, Page 1092 in the Register's office, referred to above.

2. Effective upon the transfer of record title from the Owner to Neil of the Owner's remaining lots in Unit 1 and Unit 2 of the Subdivision, Neil shall, as Farnham's successor and assign, take and succeed to all of the Developer's rights, interests, and powers, of whatsoever nature, conferred upon the Developer in the Restrictions, in respect to Unit 1 and Unit 2 of the Subdivision.

3. Effective upon the transfer of record title from the Owner to BFLLC of Unit 3 of the Subdivision, BFLLC shall, as Farnham's successor and assign, take and succeed to all of the Developer's rights, interests, and powers, of whatsoever nature, conferred upon the Developer in the Restrictions, in respect to Unit 3 of the Subdivision.

4. The parties acknowledge and agree that in order to facilitate and maintain a uniform plan of development throughout the Subdivision, it is beneficial and advisable for Neil, in his role as Developer as to Unit 1 and Unit 2 of the Subdivision, and BFLLC, in its role as Developer as to Unit 3 of the Subdivision, to consult and cooperate in connection with the administration and enforcement of the Restrictions, as amended. Therefore, pursuant to the terms of the Restrictions granting him the power to do so, Neil hereby assigns, transfers, and delegates all of his rights, powers, title, easements, and estates reserved or given to him as Developer in respect to Unit 1 and Unit 2 to a committee composed of Neil (or his designee) and a designee of BFLLC (such original designee shall be Mike Stevens, unless and until BFLLC shall notify Neil in writing of his removal and replacement).

5. As an inducement for Neil and BFLLC, respectively, to purchase property from the Owner, and to accept assignment of Farnham's rights as Developer, the Owner and Farnham do hereby warrant and represent, jointly and severally, to Neil and BFLLC, and each of them, that they have the full right, power, and authority to enter into this Amendment and to make the assignments and transfers to Neil and BFLLC as provided for herein; that Farnham has performed all of his obligations to date as Developer under the Restrictions, and that he is not in default in any respect in regard to such obligations as Developer, and that the Owner and Farnham will hold Neil and BFLLC harmless from and shall indemnify them against any and all claims, defenses, causes of action, losses, and expenses (including reasonable attorney's fees) arising from any default or alleged default by Farnham as the Developer; that they have properly and in good form conveyed good and marketable title to the "Common Properties", as defined in the Restrictions, consisting of Lots 1 and 2 of Unit 1 of the Subdivision, to Brighton Farms Homeowners Association, Inc. (the "Association"), such that the Association received good and marketable title to hold such Common Properties for the mutual benefit of all "Members" of the Association as defined in the Restrictions, including future "Owners" of any "Lot" in the contemplated Unit 3 of the Subdivision; and that they hereby pledge to execute and deliver any additional documents as may be reasonably requested hereafter by Neil and/or BFLLC, for the purpose of further clarifying or accomplishing the purposes set forth in this Amendment.

6. The parties acknowledge and agree that Farnham, as Developer of the Subdivision, has, by the execution of the document recorded in Deed Book 1993 Page 1092, referred to above, transferred to the Association the right to administer, maintain, and make assessments and charges in respect to, the Common Properties, as well as the right to take legal action to prevent violation of the Restrictions and/or to recover damages or dues for any such violation of the Restrictions (such right to be exercised as a non-exclusive right, in addition to and independent of the rights of the Developer and/or individual owners of lots in the Subdivision to exercise their remedies under the Restrictions).



IN WITNESS WHEREOF, the parties have executed this Amendment this _____ day of May, 1997.

Dorothy J. Farnham
DOROTHY J. FARNHAM

W. J. Farnham
WILLIAM J. FARNHAM, d/b/a
FARNHAM DEVELOPMENT, a
sole proprietorship

Hugh G. Neil, Jr.
HUGH G. NEIL, JR.

BRIGHTON FARMS, LLC, a Tennessee
limited liability company

Phillip O. Lawson
PHILLIP O. LAWSON, Chief Manager

STATE OF TENNESSEE
COUNTY OF KNOX

Before me, the undersigned authority, a Notary Public for the said County and State, personally appeared DOROTHY J. FARNHAM, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged she executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at office, this 5th day of May, 1997.

Marlene O. Darden
Notary Public

My Commission Expires: 4-4-99

STATE OF TENNESSEE
COUNTY OF KNOX

Before me, the undersigned authority, a Notary Public for the said County and State, personally appeared WILLIAM J. FARNHAM, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged he executed the foregoing instrument for the purposes therein contained.


Witness my hand and seal, at office, this 5th day of May, 1997.

Marlene O. Darden
Notary Public

STATE OF TENNESSEE
COUNTY OF KNOX

Before me, the undersigned authority, a Notary Public for the said County and State, personally appeared HUGH G. NEIL, JR., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged he executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at office, this 13th day of May, 1997.

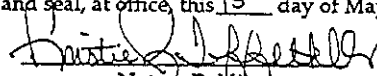

Notary Public

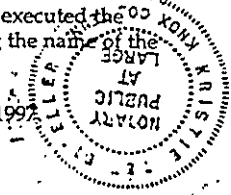


STATE OF TENNESSEE
COUNTY OF KNOX

Before me, the undersigned authority, a Notary Public for the said County and State, personally appeared PHILLIP O. LAWSON with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Chief Manager (or other officer authorized to execute the instrument) of BRIGHTON FARMS, LLC, a Tennessee limited liability company, the within named bargainor, and that he as such officer, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation, by himself as such officer.

Witness my hand and seal, at office, this 15 day of May, 1997.


Notary Public



My Commission Expires: My commission expires Oct. 4, 1998

JST/lhh: A 1361U



THIS INSTRUMENT PREPARED BY:
WILLIAM J. FARNHAM
1706 LOUISVILLE DR.
KNOXVILLE, TN 37921

BRIGHTON FARMS DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

FIRST AMENDMENT

WEREAS, FARNHAM DEVELOPMENT, HERETOFORE DECLARED AND IMPOSED CERTAIN COVENANTS, CONDITIONS AND RESTRICTIONS UPON A TRACT OF LAND IN THE SIXTH (6TH) CIVIL DISTRICT OF KNOX COUNTY, TENNESSEE, DESCRIBED AS BRIGHTON FARMS UNIT I, AS THE SAME APPEARS OF RECORD IN DEED BOOK 1967 PAGE 0561 AND AMENDED IN DEED BOOK 1993, PAGE 1092, IN THE REGISTER'S OFFICE FOR KNOX COUNTY, TENNESSEE, ALL OF WHICH ARE HEREINAFTER REFERRED TO AS "DECLARATION", AND

WHEREAS, IT IS DESIRED TO ADD ADDITIONAL PROPERTY TO THE ORIGINAL DEVELOPMENT AND IMPOSE THE SAME COVENANTS, CONDITIONS AND RESTRICTIONS AND AMENDMENTS AS APPLICABLE TO EARLIER PHASES OF UNIT I, SO AS TO IMPOSE A UNIFORM PLAN OF DEVELOPMENT THROUGHOUT THE SUBDIVISION.

NOW, THEREFORE, FARNHAM DEVELOPMENT, THE DECLARANT, HEREBY AMENDS THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD IN DEED BOOK 1967 PAGE 0561 AND DEED BOOK 1993 PAGE 1092, AND HEREBY IMPOSES SAID DECLARATION UPON THE PROPERTY HEREINAFTER DESCRIBED: BRIGHTON FARMS SUBDIVISION, UNIT TWO, OF RECORD IN CABINET N SLIDE 101A IN THE REGISTERS OFFICE OF KNOX COUNTY, TENNESSEE.

ALL OTHER PROVISIONS OF THE DECLARATION, AS AMENDED ARE ADOPTED AND MADE APPLICABLE TO THE PROPERTY HEREIN DESCRIBED AS THOUGH THE SAME HAD BEEN ORIGINALLY IMPOSED UPON THE PROPERTY HEREIN DESCRIBED AND REFERRED TO.

IN WITNESS WHEREOF, THE UNDERSIGNED DECLARANT HAS CAUSED THIS INSTRUMENT TO BE EXECUTED ON THIS DAY THE 11th DAY OF February 1994.

William J. Farnham
FARNHAM DEVELOPMENT
WILLIAM J. FARNHAM, PRESIDENT

STATE OF TENNESSEE
COUNTY OF KNOX

SWORN TO AND SUBSCRIBED BEFORE ME THIS 11th DAY OF February 1994

MY COMMISSION EXPIRES:

Notary Public, Knox County, Tennessee.
My Commission Expires February 21, 1994

Cindy Turner
NOTARY

Instr: 198402110032846
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Cross Ref: WB 2131/409
Back File Automation

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See WB 224979 745 Amended.