

Pamela L. Whitaker, Register
Sumner County Tennessee
Rec #: 455420 Instrument 567107
Rec'd: 35.00 NBk: 83 Pg 295
State: 0.00 Recorded
Clerk: 0.00 7/31/2001 at 9:30 am
EDP: 2.00 in Record Book
Total: 37.00
1301 Pg 721

9:30

This Instrument Prepared by:

Wm. Lee Horn
Wyatt, Tarrant & Combs, LLP
2525 West End Avenue
Suite 1500
Nashville, TN 37203-1743

FIRST AMENDMENT TO THE DECLARATION
OF COVENANTS AND RESTRICTIONS
FOR
THE LAST PLANTATION

THIS FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS FOR THE LAST PLANTATION (the "Amendment") is made and executed by Lake Properties of Gallatin, a Tennessee general partnership (the "Partnership"), and Plantation Properties, Inc., a Tennessee corporation (the "Corporation"), effective the 1st day of July, 2001. Unless otherwise defined herein, capitalized terms will have the meanings to such terms in the Declaration.

WITNESSETH:

WHEREAS, the Partnership previously executed a document entitled Declaration of Covenants and Restrictions for The Last Plantation, dated June 7, 2000, as recorded in the Register's Office of Sumner County, Tennessee in Book 1128, page 216, (the "Declaration") setting forth certain covenants and restrictions relating to certain real property as described therein;

WHEREAS, the Partnership has transferred all of its right, title and interest in the real property subject to the Declaration to the Corporation and others;

WHEREAS, the parties to this Agreement desire to amend the Declaration so that the Corporation will be the "Declarant" therein;

WHEREAS, the Declaration provides for amendment by the Declarant at any time upon approval of at least 51% of the votes of the Members;

WHEREAS, the Declaration defines Member as a person entitled to membership in the Association as provided in the Bylaws of the Association and the Declaration;

WHEREAS, the Bylaws of the Association provide for Four (4) votes for each lot as owned by the Declarant;

WHEREAS, the Declarant possesses greater than Fifty-one percent (51%) of the voting interest of the Association, thereby allowing it to amend the Declaration without consent of other Members;

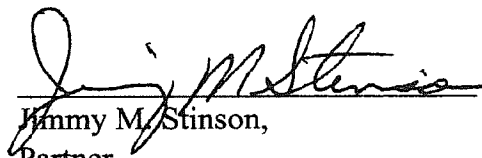
WHEREAS, the Corporation desires to subject other parcels of real estate as owned by it to the Declaration and Covenants.


NOW, THEREFORE, the parties agree as follows:

1. Paragraph 1.15 of the Declaration defining the term, "DECLARANT," shall be revised to define Declarant as the Partnership's successor, Plantation Properties, Inc., a Tennessee corporation, and its successors and assigns.
2. Exhibit A of the Declaration shall be amended to include the property described on Exhibit "A" attached hereto and made a part hereof.

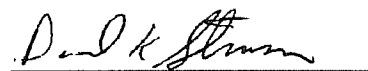
IN WITNESS WHEREOF, the parties hereto execute this instrument as of the date first above written.

LAKE PROPERTIES OF GALLATIN

By: 
Jimmy M. Stinson,
Partner

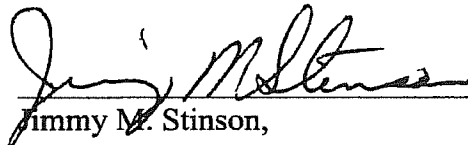
By: 
David K. Stinson,
Partner


By: The Jimmy M. Stinson Irrevocable
Trust

By: 
David K. Stinson, Trustee

PLANTATION PROPERTIES, INC.

Attest:

By: 
Jimmy M. Stinson,
President

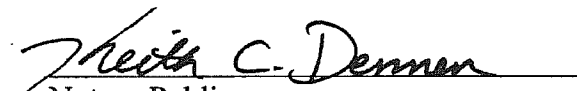

David K. Stinson,
Secretary

Page 723

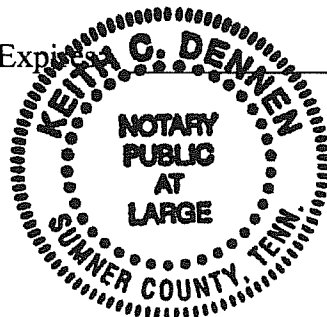
STATE OF TENNESSEE)
COUNTY OF Sumner)

Before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, personally appeared **Jimmy M. Stinson**, in his capacity as Partner of Lake Properties of Gallatin, to me known to be the person described therein (or who proved to me to be the same on a satisfactory basis) and who acknowledged that the foregoing instrument was executed by him for the purposes therein contained.

Witness my hand and seal at office in the aforesaid state and county this 2nd day of July, 2001.


Notary Public

My Commission Expires _____



My Commission Expires JAN. 2, 2005

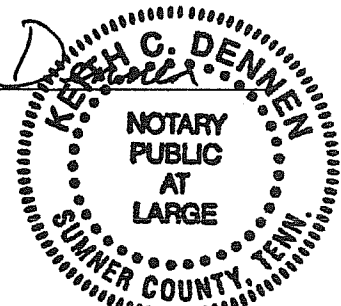
STATE OF TENNESSEE)
COUNTY OF Sumner)

Page 724

Before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, personally appeared **David K. Stinson**, in his capacity as Partner of Lake Properties of Gallatin, to me known to be the person described therein (or who proved to me to be the same on a satisfactory basis) and who acknowledged that the foregoing instrument was executed by him for the purposes therein contained.

Witness my hand and seal at office in the aforesaid state and county this 2nd day of July, 2001.

Keith C. Denner
Notary Public



My Commission Expires: _____

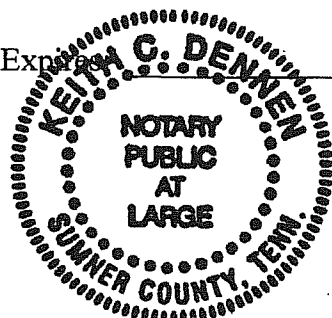
STATE OF TENNESSEE)
COUNTY OF Sumner)

My Commission Expires JAN. 2, 2005

Before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, personally appeared **David K. Stinson**, in his capacity as Trustee of the Jimmy M. Stinson Irrevocable Trust dated October 7, 2000, to me known to be the person described therein (or who proved to me to be the same on a satisfactory basis) and who acknowledged that the foregoing instrument was executed by him in his representative capacity for the purposes therein contained.

Witness my hand and seal at office in the aforesaid state and county this 2nd day of July, 2001.

Keith C. Denner
Notary Public



My Commission Expires: _____

My Commission Expires JAN. 2, 2005

Land situated in the Fourth Civil District, City of Gallatin, Sumner County, Tennessee, being located southeast of State Highway 31E (Gallatin Pike), north and east of Browns Lane, being more particularly described as follows:

All bearings stated herein are referred to the Tennessee State Plane Coordinate System, Grid North (NAD83).

BEGINNING at an iron rod (old) being the southeasterly corner of Bay Point Estates, Section Eleven, of record in Plat Book 14, Page 388, same being a common corner with Bay Point Estates, Section Seven, of record in Plat Book 12, Page 116, in the Register's Office of Sumner County, Tennessee.

THENCE, with the westerly line of said Section Seven S 03°15'01" E, 1203.94 feet to the northerly margin of Browns Lane;

THENCE, leaving said Section Seven with the margin of Browns Lane the following calls:

N 88°44'13" W, 900.09 feet;

N 89°08'44" W, 485.35 feet;

With a curve to the right, 25.62 feet, said curve having a central angle of 97°51'00", a radius of 15.00 feet and a chord of N 40°13'13" W, 22.62 feet;

N 08°42'17" E, 451.95 feet;

N 07°46'16" E, 577.05 feet to the Jonathan Rose property as of record in Plat Book 12, Page 389, R.O.S.C., TN;

THENCE, with Rose the following calls:

S 83°36'55" E, 137.45 feet to an iron rod (old);

S 85°34'15" E, 91.71 feet to an iron rod (old);

N 07°43'55" E, 88.32 feet to an iron rod (old);

N 06°57'05" E, 129.71 feet to an iron rod (old) being a corner of the Lakeland Inc. Property of record in Plat Book 12, Page 400, R.O.S.C., TN;

STATE OF TENNESSEE)
COUNTY OF Sumner)

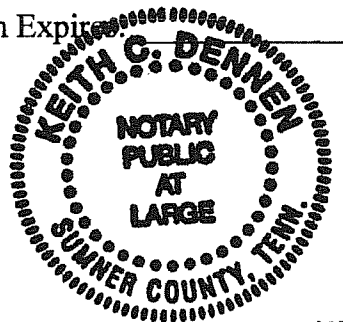
Page 726

Before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, personally appeared **Jimmy M. Stinson**, in his capacity as President of Plantation Properties, Inc., to me known to be the person described therein (or who proved to me to be the same on a satisfactory basis) and who acknowledged that the foregoing instrument was executed by him in his authorized representative capacity for the purposes therein contained.

Witness my hand and seal at office in the aforesaid state and county this 2nd day of July, 2001.

Keith C. Dennen
Notary Public

My Commission Expires _____
45188156.3
5/9/01 11:40 AM



My Commission Expires JAN. 2, 2005

THENCE, with same N 07°34'58" E, 110.80 feet to an iron rod (old) being a corner on the southerly line of the aforementioned Bay Point Estates, Section Eleven;

THENCE with same the following calls:

Page 727

S 60°49'22" E, 27.09 feet to a concrete monument (old);
S 81°36'25" E, 1038.83 feet to the **POINT OF BEGINNING**
and containing 37.94 acres, more or less.

Being the same property conveyed to Lake Properties of Gallatin by Margaret Wemyss Connor, Helen Connor Wunderlich (formerly Helen Peters Connor), Thomas Kelly Connor, Jr., William Wemyss Connor, William H. Wemyss, Jr., Mary Ellen Lovell (formerly Mary Ellen Wemyss), William H. Wemyss, III, Jessie Wemyss Rucker (formerly Jessie Stumb Wemyss II), and Harriet W. Kirk (formerly Harriet Hatch Wemyss), of record in Book 1128, page 188, and the property conveyed to Lake Properties of Gallatin by David K. Stinson by Quitclaim Deed of record in Book 1128, page 195.

Subject to all matters disclosed upon the survey of the Property prepared by Barge, Waggoner, Sumner & Cannon, Inc. (File No. 26387-00, dated May 24, 2000).

12:31
Pamela L. Whitaker, Register
Sumner County Tennessee
Rec #: 505586 Instrument 617274
Rec'd: 55.00 HBK: 90 Pg 268
State: 0.00 Recorded
Clerk: 0.00 9/9/2002 at 12:31 PM
EDP: 2.00 in Record Book
Total: 57.00
1542 Pg 667

This instrument prepared by: (PLA)
Boulton, Cummings, Conners & Berry, PLC
414 Union Street, Suite 1600
Nashville, TN 37219

**SECOND AMENDMENT TO DECLARATION
OF COVENANTS AND RESTRICTIONS FOR
THE LAST PLANTATION**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE LAST PLANTATION (the "Amendment") is made and executed by TLP DEVCO LLC, a Tennessee limited liability company ("TLP"), this 9th day of September, 2002. Unless otherwise defined herein, capitalized terms will have the meanings of such terms in the Declaration (as hereinafter defined).

WITNESSETH:

WHEREAS, Lake Properties of Gallatin, a Tennessee general partnership (the "Partnership"), previously executed that certain Declaration of Covenants and Restrictions For The Last Plantation, dated June 7, 2000, as recorded in Record Book 1128, page 216, in the Register's Office of Sumner County, Tennessee (the "Original Declaration"), setting forth certain covenants and restrictions relating to certain real property as described therein (the "Property"); and

WHEREAS, by deeds recorded in Record Book 1256, page 492 and in Record Book 1285, page 340, both in the Register's Office of Sumner County, Tennessee, the Partnership transferred certain real property to Plantation Properties, Inc. (the "Corporation"), including all of the Property which had not been previously conveyed by the Partnership to others; and

WHEREAS the Original Declaration was amended pursuant to that certain First Amendment to the Declaration of Covenants and Restrictions for The Last Plantation (the "First Amendment"), said First Amendment being of record in Record Book 1301, page 721, Register's Office of Sumner County, Tennessee; and

WHEREAS, pursuant to the First Amendment, the Original Declaration was amended (i) to provide that the Corporation would be the "Declarant" therein, and (ii) to subject additional property to the covenants and restrictions thereof; and

WHEREAS, by deed recorded in Record Book 1497, page 817, in the Register's Office for Sumner County, Tennessee, the Corporation transferred and conveyed certain property to TLP, including all of the property subject to the Declaration then owned by the Corporation; and

WHEREAS, pursuant to that certain Assignment (the "Assignment"), dated as of June 21, 2002, the Corporation assigned to TLP all of the Corporation's interest as "Declarant" under the Original Declaration, as amended by the First Amendment, the Assignment being of

record in Record Book 1530, page 532, Register's Office of Sumner County, Tennessee (the Original Declaration, as amended by the First Amendment and as the rights of "Declarant" thereunder were assigned pursuant to the Assignment, is hereafter referred to collectively as the "Declaration"); and

WHEREAS, TLP desires to further amend the Declaration, including the Bylaws of the Association attached thereto as Exhibit "C", as set forth herein; and

WHEREAS, the Declaration provides for amendment of the Declaration at any time upon approval of at least fifty-one percent (51%) of the votes of the Members; and

WHEREAS, the Declaration defines Member as a person entitled to membership in the Association as provided in the Bylaws of the Association and the Declaration; and

WHEREAS, the Bylaws of the Association provide for four (4) votes for each Lot owned by the Declarant; and

WHEREAS, the Declarant possesses more than fifty-one percent (51%) of the voting interest of the Association, thereby allowing it to amend the Declaration without consent of other Members; and

WHEREAS, the Bylaws provide that prior to the Commencement of Association Meetings as described in such Bylaws, the Bylaws may be amended by Declarant in its sole and absolute discretion; and

WHEREAS, the Commencement of Association Meetings has not occurred.

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements contained herein, TLP, as "Declarant" under the Declaration, hereby modifies and amends the Declaration as follows:

1. Paragraph 1.15 of the Declaration is hereby deleted in its entirety and the following is substituted in lieu thereof:

1.15 "DECLARANT" shall mean and refer to TLP Devco LLC, a Tennessee limited liability company, and its successors and assigns.

2. Paragraph 1.18 of the Declaration is hereby deleted in its entirety and the following is substituted in lieu thereof:

1.18 "DEVELOPMENT PLAN" or "MASTER PLAN" shall mean the master development plan of The Last Plantation, as amended and changed from time to time, which is approved by all applicable governmental authorities, specifically including, but not limited to, the City of Gallatin Planning Commission. Declarant reserves the right for as long as Declarant owns any property within The Last Plantation to amend the Development Plan, to change the configuration of Lots, to change the number of Lots, to change the mix of Lot types within The Last Plantation and to increase or decrease the Common

Property as determined by Declarant in its sole and absolute discretion without the approval or the joinder by any Owners other than Declarant.

3. Paragraph 1.32 of the Declaration is hereby amended by deleting the words "by Declarant" therefrom.

4. Paragraph 1.34 of the Declaration is hereby deleted in its entirety and the following is substituted in lieu thereof:

1.34 "THE LAST PLANTATION" shall mean and refer to the planned development project which is located in Sumner County, Tennessee and is now known as The Last Plantation, as the same is legally described in the zoning applications and approvals of the City of Gallatin Planning Commission; plus any additional property added by Declarant, or by any other Person with the consent of Declarant as provided herein, and made subject to this Declaration or substantially similar covenants and restrictions.

5. Paragraph 2.2 of the Declaration is hereby deleted in its entirety and the following is substituted in lieu thereof:

2.2 Additional Property. Additional property may, at any time and from time to time, be subjected to this Declaration (the "Additional Property") by Declarant or by any other Person, with the written consent and approval of Declarant, by recording in the Register's Office of the County an amendment or supplement to this Declaration, describing such Additional Property. Except for an amendment or supplement subjecting property to this Declaration not owned by Declarant, which must be signed by the owner of such property, such amendments and supplements to this Declaration may be made by Declarant in its sole and absolute discretion without the approval of any Owners or the joinder of any Person. Additional Property will be shown on the Development Plan, as amended and supplemented, and will be developed in a manner compatible with the Development Plan.

6. Paragraph 3.6 of the Declaration is hereby amended as follows:

(a) By deleting from the first sentence thereof the language "So long as Declarant owns any property within The Last Plantation,"; and

(b) By deleting from the first sentence thereof the language "one (1) member" and inserting in lieu thereof the language "three (3) members".

7. Paragraph 4.2.2 of the Declaration is hereby amended by adding the following sentence at the end thereof:

The Association may also maintain and repair streets located with The Last Plantation which have been dedicated as public streets by

plat or otherwise, including, without limitation, cutting grass and installing landscaping within the right of way of such streets.

8. Paragraph 4.2.9 of the Declaration is hereby deleted in its entirety and the following is substituted in lieu thereof:

4.2.9 Recreational Facility. The recreational related facilities, if any, located on real property owned by the Association.

9. Paragraph 4.2.10 of the Declaration is hereby amended by changing the word "Developer" in the second sentence (fourth line) thereof to "Declarant".

10. The second paragraph of paragraph 5.1.1 of the Declaration is hereby amended by inserting after the words "installed by Declarant" in the initial sentence thereof the words "or the installation of such structure, planting or other material was approved by Declarant or the A.R.B.".

11. Paragraph 5.1.4 of the Declaration is hereby amended by deleting the last sentence thereof in its entirety.

12. Paragraph 6.2 of the Declaration is hereby amended as follows:

(a) By inserting after the word "Streets" in the second sentence (8th line) thereof the words "and streets located within The Last Plantation which have been dedicated as public streets by plat or otherwise"; and

(b) By deleting the last sentence thereof in its entirety.

13. Paragraph 6.5 of the Declaration is hereby amended by inserting the following at the end thereof:

In addition to the foregoing power and authority to levy and collect an Individual Assessment, the Declarant and/or the Association shall have the power and authority to levy and collect an Individual Assessment against any particular Lot for the cost of construction of sidewalks and planting any sod or other plantings based on community-wide standards in the event that residential improvements have not been completed on such Lot within twelve (12) months following the date that the particular Lot was transferred by Declarant.

14. Paragraph 6.9 of the Declaration is hereby amended by inserting at the end thereof a new subparagraph 6.9.5 as follows:

6.9.5 At the sole discretion of Declarant, property owned by a builder until the earlier of (i) the date such property is no longer owned by such builder or a successor in title thereto approved by Declarant, or (ii) the date such property, if

owned by Declarant, would no longer be exempt from the payment of Assessments pursuant to subparagraph 6.9.4 above.

15. Paragraph 9.1.1 of the Declaration is hereby amended by deleting the language "Until Commencement of Association Meetings as hereinabove described," from the third sentence thereof and inserting in lieu thereof the language "Until Declarant no longer owns any property within The Last Plantation or at such earlier time as Declarant may decide,".

16. Paragraph 9.2 of the Declaration is hereby amended by deleting such paragraph in its entirety.

17. Paragraph 10.1.3 of the Declaration is hereby amended by inserting the following language at the end thereof:

Any work on, or servicing of, vehicles must be performed within the garage. Vehicles may not be assembled, disassembled, serviced or worked on in plain view on any Lot.

18. Paragraph 10.1.5 of the Declaration is hereby amended by inserting the following sentence at the end thereof:

Vegetable and herb gardens are not allowed in front or side yards without the prior written approval of the A.R.B.

19. Paragraph 10.1.8 of the Declaration is hereby amended by inserting the following sentence at the end thereof:

Holiday decorations must be removed within sixty (60) days of the holiday.

20. Paragraph 10.1.11 of the Declaration is hereby amended by deleting the third sentence therefrom in its entirety and inserting in lieu thereof the following:

Chain link fencing may not be used except as permitted by the A.R.B. in its sole and absolute discretion.

21. Paragraph 10.1.12 of the Declaration is hereby amended by inserting the following subparagraph at the end thereof:

f. Pools must be located in the rear of the house unless otherwise approved by the A.R.B.

22. Paragraph 10.2.1 of the Declaration is hereby amended by inserting the following sentence after the second sentence thereof:

Garage, yard and estate sales are not permitted on any Lot.

23. Paragraph 10.2.3 of the Declaration is hereby amended by inserting the following sentence after the third sentence thereof:

Notwithstanding the foregoing, political signs in yards can be put up no more than two (2) months before the election and must be taken down no later than two (2) weeks after the election; provided, the A.R.B. may adopt rules concerning the size and location of such signs.

24. Paragraph 10.6 of the Declaration is hereby amended by inserting after the words "all cable, electric, gas, telephone, and" in the fourth sentence (seventh line) thereof the words "other utilities must be".

25. Paragraph 12.2.1 of the Declaration is hereby amended by deleting the language "Commencement of Association Meetings occurs, as described hereinabove," therefrom and inserting in lieu thereof the language "Declarant no longer owns any Lots,".

26. Paragraph 12.2.2 of the Declaration is hereby deleted in its entirety and the following is substituted in lieu thereof:

12.2.2 By Declarant. This Declaration may be amended upon the initiation of Declarant, at any time, upon approval of at least fifty-one percent (51%) of the votes of the Members; provided, however, that (i) if at the time Declarant possesses more than fifty-one percent (51%) of the voting interest in the Association and the recitals to any such amendment reflect such voting interest of Declarant, no formal vote of the Members shall be required and such amendment shall be effective upon execution by Declarant, and (ii) the Declaration may be amended by Declarant, at any time, for the purpose of subjecting additional real property to the provisions hereof, for the purpose of designating the basis of voting, membership and assessment for such additional real property, for the purposes of granting easements over any portion of the Additional Property which is also Common Property, and for the purpose of complying with the requirements of government authorities and lenders, without the joinder or consent of Owners, the Association, Institutional Mortgagees, or any other party, except that when additional real property is subjected to this Declaration which is not owned by Declarant, the joinder of the owner of such additional property shall also be required.

27. Paragraph 12.7 of the Declaration is hereby amended by deleting the name and address of the Declarant therein and inserting in lieu thereof the following:

TLP DevCo LLC
130 Maple Drive North
Hendersonville, TN 37075

28. Exhibit "A" of the Declaration is hereby deleted in its entirety and the Exhibit "A" attached hereto shall be inserted in lieu thereof. The effect of this amendment is to add certain real property to the definition of Property and thereby to subject such real property to the Declaration, to remove certain real property from the definition of Property and thereby to remove such real property from the Declaration and to retain certain real property in the definition of Property and thereby to retain such real property under the Declaration. All real property added to or removed from the Declaration by this Amendment is owned by Declarant.

29. Exhibit "B" of the Declaration is hereby deleted in its entirety and the Exhibit "B" attached hereto shall be inserted in lieu thereof.

30. Exhibit "C" of the Declaration is hereby amended by deleting paragraph 2 of Article I thereof in its entirety and inserting in lieu thereof the following:

2. REGISTERED OFFICE

The registered office of the Association is at 130 Maple Drive North, Hendersonville, Tennessee 37075.

31. Exhibit "C" of the Declaration is hereby amended by deleting the language "seventy-five percent (75%)" from subparagraph (1) of paragraph 2 of Article III thereof and inserting in lieu thereof the language "eighty percent (80%)".

32. Exhibit "C" of the Declaration is hereby amended by deleting the initial paragraph of paragraph 1 of Article III thereof in its entirety and inserting in lieu thereof the following:

The Association will have two (2) classes of membership, Class "A" Membership and Class "B" Membership, as follows:

(1) Class "A" Membership. Class "A" Members will be all Owners of fee title to Lots other than Declarant. Class "A" Members will be entitled to one (1) vote for each Lot in which they hold fee title.

(2) Class "B" Membership. The Class "B" Member will be Declarant. The Class "B" Member will be entitled to four (4) votes for each Lot owned by Declarant. The Class "B" Member will also be entitled to appoint all of the members of the Board of Directors prior to the Commencement of Association Meetings. Upon Commencement of Association Meetings, members of the Board of Directors will be elected or appointed as provided herein.

33. Exhibit "C" of the Declaration is hereby amended by deleting the last two (2) sentences of paragraph 2 of Article V thereof and inserting in lieu thereof the following:

On and after the Commencement of Association Meetings, the Class "B" Member will be entitled to appoint three (3) directors. Declarant, may, in its sole and absolute discretion, permit the

Members to elect directors earlier than the conditions set forth above. Further, Declarant may, in its sole and absolute discretion, by written notice to the Association, waive either permanently or for such time period as may be specified therein, the right of Declarant to appoint three (3) directors, from and after which such directors which would otherwise be appointed by Declarant shall be elected as other directors.

34. Paragraph 3 of Article V of Exhibit "C" of the Declaration is hereby amended as follows:

(a) By adding the following sentence at the end of the initial sentence thereof:

The initial three (3) directors appointed by the Class "B" Member shall serve staggered terms consistent with the preceding sentence so that initially one (1) such director shall serve for a term of three (3) years, one (1) such director shall serve for a term of two (2) years and one (1) such director shall serve for a term of one (1) year.

(b) By deleting from the third sentence thereof (second sentence prior to the amendment set forth in subparagraph (a) above) the words "and the Class 'C' Member" therefrom.

35. Exhibit "C" of the Declaration is hereby amended by deleting from paragraph 4 of Article V thereof the words "and the Class 'C' Member".

36. Exhibit "C" of the Declaration is hereby amended by deleting the first sentence of the initial paragraph of paragraph 6 of Article V thereof in its entirety and inserting in lieu thereof the following:

Any director appointed by Declarant may be removed, with or without cause, only by Declarant.

37. Exhibit "C" of the Declaration is hereby amended by deleting the fourth paragraph of paragraph 5 of Article XII thereof in its entirety and inserting in lieu thereof the following:

No amendment may remove, revoke or modify any right or privilege of Declarant without the written consent of Declarant.

38. Except as herein specifically amended, all terms and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, TLP executes this Amendment as of the date and year first above written.

TLP DEVCO LLC
a Tennessee limited liability company

By: Leon Moore
Leon Moore, President

STATE OF TENNESSEE)
COUNTY OF SUMNER)

Before me, Rebecca B. Jensen, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Leon Moore, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of TLP Devco LLC, a Tennessee limited liability company, the within named bargainor, a Tennessee limited liability company, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as President.

WITNESS my hand and seal at office in Hendersonville, Tennessee, this the 9th day of September, 2002.

Rebecca B. Jensen
Notary Public

My Commission Expires:

5-29-05

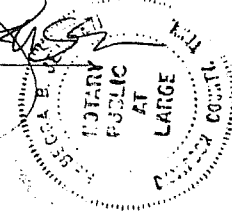


EXHIBIT "A"

Land situated in the Fourth Civil District, City of Gallatin, Sumner County, Tennessee, being more particularly described as follows:

Being Lots 1-48, 53-63, 68-69, 76-115 and 117-123 on the Final Plat Phase 1 The Last Plantation At Fairvue Mansion, of record in Plat Book 18, pages 363 through 367, as amended by instruments of record in Record Book 1257, page 424, in Record Book 1286, page 213, and in Record Book 1374, page 293, all in the Register's Office of Sumner County, Tennessee, to which plat reference is hereby made for a more complete description of said lots.

Being Lots 49-52, 64, 66-67 and 71-75 on The Last Plantation At Fairvue Mansion Phase 1 Final Re-Plat of Lots 49-52, 64-67, & 70-75, of record in Plat Book 19, pages 298 through 300, in the Register's Office of Sumner County, Tennessee, the original plat of such lots having been amended by instruments of record in Record Book 1286, page 213 and in Record Book 1374, page 293, said Register's Office, to which plat reference is hereby made for a more complete description of said lots.

Being Lot 65 on The Last Plantation at Fairvue Mansion Phase 1 Resubdivision of Lot 65, of record in Plat Book 20, page 139, in the Register's Office of Sumner County, Tennessee, the original plat of such lot having been amended by instrument of record in Record Book 1286, page 213, said Register's Office, to which plat reference is hereby made for a more complete description of said lot.

Being Lots 124-169 on the Final Plat Phase 2 The Last Plantation At Fairvue Mansion, of record in Plat Book 19, pages 295 through 297, in the Register's Office of Sumner County, Tennessee, to which plat reference is hereby made for a more complete description of said lots.

Being Lots 212-218 and 220-226 on the Phase 3 Section 1 Final Plat The Last Plantation at Fairvue Mansion, of record in Plat Book 20, page 278, in the Register's Office of Sumner County, Tennessee, to which plat reference is hereby made for a more complete description of said lots.

Being Lots 116, 170-193 and 205-211 on the Final Plat Phase 4 The Last Plantation At Fairvue Mansion, of record in Plat Book 20, pages 56 through 58, in the Register's Office of Sumner County, Tennessee, to which plat reference is hereby made for a more complete description of said lots.

Being Lots 194-199, 201-204, 313-322 and 324-337 on the Phase 5 Final Plat The Last Plantation At Fairvue Mansion, of record in Plat Book 20, page 55, in the Register's Office of Sumner County, Tennessee, to which plat reference is hereby made for a more complete description of said lots.

EXHIBIT "B"

Intentionally Deleted

9.55
Pamela L. Whitaker, Register
Sumner County Tennessee
Rec #: 522291 Instrument 633980
Rec'd: 20.00 NBK: 92 Ps 413
State: 0.00 Recorded
Clerk: 0.00 1/14/2003 at 9:55 am
EDP: 2.00 in Record Book
Total: 22.00
1633 Ps 754

This instrument prepared by: (PLA)
Boult, Cummings, Conners & Berry, PLC
414 Union Street, Suite 1600
Nashville, TN 37219

**THIRD AMENDMENT TO DECLARATION
OF COVENANTS AND RESTRICTIONS FOR
THE LAST PLANTATION**

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE LAST PLANTATION (the "Amendment") is made and executed by TLP DEVCO LLC, a Tennessee limited liability company ("TLP"), effective the ____ day of January, 2003. Unless otherwise defined herein, capitalized terms will have the meanings of such terms in the Declaration (as hereinafter defined).

WITNESSETH:

WHEREAS, Lake Properties of Gallatin, a Tennessee general partnership (the "Partnership"), previously executed that certain Declaration of Covenants and Restrictions For The Last Plantation, dated June 7, 2000, as recorded in Record Book 1128, page 216, in the Register's Office of Sumner County, Tennessee (the "Original Declaration"), setting forth certain covenants and restrictions relating to certain real property as described therein (the "Property"); and

WHEREAS, by deeds recorded in Record Book 1256, page 492 and in Record Book 1285, page 340, both in the Register's Office of Sumner County, Tennessee, the Partnership transferred certain real property to Plantation Properties, Inc. (the "Corporation"), including all of the Property which had not been previously conveyed by the Partnership to others; and

WHEREAS the Original Declaration was amended pursuant to that certain First Amendment to the Declaration of Covenants and Restrictions for The Last Plantation (the "First Amendment"), said First Amendment being of record in Record Book 1301, page 721, Register's Office of Sumner County, Tennessee; and

WHEREAS, pursuant to the First Amendment, the Original Declaration was amended (i) to provide that the Corporation would be the "Declarant" therein, and (ii) to subject additional property to the covenants and restrictions thereof; and

WHEREAS, by deed recorded in Record Book 1497, page 817, in the Register's Office for Sumner County, Tennessee, the Corporation transferred and conveyed certain property to TLP, including all of the property subject to the Original Declaration, as amended by the First Amendment, then owned by the Corporation; and

WHEREAS, pursuant to that certain Assignment (the "Assignment"), dated as of June 21, 2002, the Corporation assigned to TLP all of the Corporation's interest as "Declarant"

under the Original Declaration, as amended by the First Amendment, the Assignment being of record in Record Book 1530, page 532, Register's Office of Sumner County, Tennessee; and

WHEREAS, the Original Declaration, as amended by the First Amendment, was further amended pursuant to that certain Second Amendment to Declaration of Covenants and Restrictions for The Last Plantation (the "Second Amendment"), said Second Amendment being of record in Record Book 1542, page 667, Register's Office of Sumner County, Tennessee (the Original Declaration, as amended by the First Amendment, as the rights of "Declarant" thereunder were assigned pursuant to the Assignment, and as further amended by the Second Amendment, is hereafter referred to collectively as the "Declaration"); and

WHEREAS, the Declaration provides for amendment of the Declaration at any time upon approval of at least fifty-one percent (51%) of the votes of the Members; and

WHEREAS, the Declaration defines Member as a person entitled to membership in the Association as provided in the Bylaws of the Association and the Declaration; and

WHEREAS, the Bylaws of the Association provide for four (4) votes for each Lot owned by the Declarant; and

WHEREAS, the Declarant possesses more than fifty-one percent (51%) of the voting interest of the Association, thereby allowing it to amend the Declaration without consent of other Members; and

WHEREAS, Section 12.22 of the Declaration permits the Declarant to amend the Declaration for the purpose of subjecting additional property to the provisions thereof without the joinder or consent of any other party other than the owner of such additional property not owned by Declarant; and

WHEREAS, TLP desires to further amend the Declaration to subject additional real property to the provisions thereof and to make certain other amendments, all as set forth herein.

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements contained herein, TLP, as "Declarant" under the Declaration, hereby modifies and amends the Declaration as follows:

1. Paragraph 9.1.5 of this Declaration is hereby amended by inserting the following after the third (3rd) sentence thereof:

Further, the A.R.B. shall have the right to refuse to approve the contractor or any subcontractor intended to be engaged for construction of any Improvements in the A.R.B.'s sole and absolute discretion and to designate a list of contractors from which the applicant must choose the contractor to construct such applicant's Improvements.

2. Exhibit "A" of the Declaration is hereby amended by adding thereto the real property described on Exhibit A to this Amendment, all of which is owned by the Declarant.

3. Except as herein specifically amended, all terms and provisions of the Declaration shall remain in full force and effect.

TLP DEVCO LLC
a Tennessee limited liability company

By: CSM

Title: SECRETARY

STATE OF TENNESSEE)
COUNTY OF SUMNER)

Before me, CAROL A. WILSON, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Chris Wickett, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Secretary TLP Devco LLC, a Tennessee limited liability company, the within named bargainor, a Tennessee limited liability company, and that he as such Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Secretary.

WITNESS my hand and seal at office in Hendersonville, Tennessee, this the 9 day of January, 2003.

Carol A. Wilson
Notary Public

My Commission Expires:

7-24-04

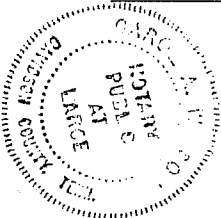


EXHIBIT A

Being Lot 70 and Lots 227-303 on the Phase 3 Section 2 Final Plat The Last Plantation at Fairvue Mansion, of record in Plat Book 20, page 346, in the Register's Office of Sumner County, Tennessee, to which plat reference is hereby made for a more complete description of said lots.

2:25

Pamela L. Whitaker, Register
Sumner County Tennessee
Rec #: 529829 Instrument 641517
Rec'd: 25.00 HBk: 93 Pg 435
State: 0.00 Recorded
Clerk: 0.00 3/16/2003 at 2:25 PM
EDR: 2.00 in Record Book
Total: 27.00

This instrument prepared by: (PLA)
Boult, Cummings, Conners & Berry, PLC
414 Union Street, Suite 1600
Nashville, TN 37219

1673 Pg 686

**FOURTH AMENDMENT TO DECLARATION
OF COVENANTS AND RESTRICTIONS FOR
THE LAST PLANTATION**

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE LAST PLANTATION (the "Amendment") is made and executed by TLP DEVCO LLC, a Tennessee limited liability company ("TLP"), and by BOTSKO BUILDERS INCORPORATED (the "Lot Owner"), effective the ____ day of _____, 2003. Unless otherwise defined herein, capitalized terms will have the meanings of such terms in the Declaration (as hereinafter defined).

WITNESSETH:

WHEREAS, Lake Properties of Gallatin, a Tennessee general partnership (the "Partnership"), previously executed that certain Declaration of Covenants and Restrictions For The Last Plantation, dated June 7, 2000, as recorded in Record Book 1128, page 216, in the Register's Office of Sumner County, Tennessee (the "Original Declaration"), setting forth certain covenants and restrictions relating to certain real property as described therein (the "Property"); and

WHEREAS, by deeds recorded in Record Book 1256, page 492 and in Record Book 1285, page 340, both in the Register's Office of Sumner County, Tennessee, the Partnership transferred certain real property to Plantation Properties, Inc. (the "Corporation"), including all of the Property which had not been previously conveyed by the Partnership to others; and

WHEREAS the Original Declaration was amended pursuant to that certain First Amendment to the Declaration of Covenants and Restrictions for The Last Plantation (the "First Amendment"), said First Amendment being of record in Record Book 1301, page 721, Register's Office of Sumner County, Tennessee; and

WHEREAS, pursuant to the First Amendment, the Original Declaration was amended (i) to provide that the Corporation would be the "Declarant" therein, and (ii) to subject additional property to the covenants and restrictions thereof; and

WHEREAS, by deed recorded in Record Book 1497, page 817, in the Register's Office for Sumner County, Tennessee, the Corporation transferred and conveyed certain property to TLP, including all of the property subject to the Original Declaration, as amended by the First Amendment, then owned by the Corporation; and

WHEREAS, pursuant to that certain Assignment (the "Assignment"), dated as of June 21, 2002, the Corporation assigned to TLP all of the Corporation's interest as "Declarant" under the Original Declaration, as amended by the First Amendment, the Assignment being of record in Record Book 1530, page 532, Register's Office of Sumner County, Tennessee; and

WHEREAS, the Original Declaration, as amended by the First Amendment, was further amended pursuant to that certain Second Amendment to Declaration of Covenants and Restrictions for The Last Plantation (the "Second Amendment"), said Second Amendment being of record in Record Book 1542, page 667, Register's Office of Sumner County, Tennessee; and

WHEREAS, pursuant to the Second Amendment, the Original Declaration, as amended pursuant to the First Amendment, was amended in certain respects, including, but not limited to, modifying Section 12.22 thereof to permit the Declarant to amend the Original Declaration, as previously amended, for the purpose of subjecting additional property to the provisions thereof without the joinder or consent of any other party other than the owner of such additional property not owned by Declarant; and

WHEREAS, the Original Declaration, as amended by the First Amendment and by the Second Amendment, was further amended pursuant to that certain Third Amendment to Declaration of Covenants and Restrictions for The Last Plantation (the "Third Amendment"), said Third Amendment being of record in Record Book 1633, page 754, Register's Office of Sumner County, Tennessee (the Original Declaration, as amended by the First Amendment, as the rights of "Declarant" thereunder were assigned pursuant to the Assignment, as amended by the Second Amendment, and as amended by the Third Amendment, is hereafter referred to collectively as the "Declaration"); and

WHEREAS, TLP and the Lot Owner desire to further amend the Declaration to subject additional real property to the provisions thereof as set forth herein.

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements contained herein, TLP, as "Declarant" under the Declaration, and Lot Owner hereby modify and amend the Declaration as follows:

1. Exhibit "A" of the Declaration is hereby amended by adding thereto the real property described on Exhibit A to this Amendment, all of which is owned by the Lot Owner.
2. Except as herein specifically amended, all terms and provisions of the Declaration shall remain in full force and effect.

(Signature pages to follow.)

TLP DEVCO LLC
a Tennessee limited liability company

By: *Leon Moore*
Leon Moore, President

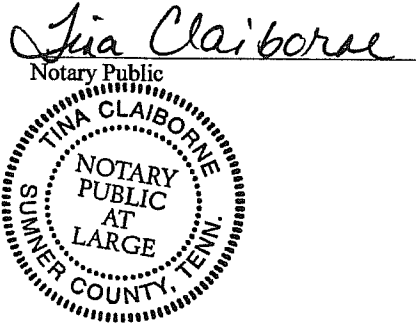
STATE OF TENNESSEE)
COUNTY OF SUMNER)

Before me, Tina Claiborne, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Leon Moore, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of TLP Devco LLC, a Tennessee limited liability company, the within named bargainor, a Tennessee limited liability company, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as President.

WITNESS my hand and seal at office in Hendersonville, Tennessee, this the 10th day of March, 2003.

My Commission Expires:

07-23-05



BOTSKO BUILDERS INCORPORATED
(owner of Lot 219, Phase 3)

By: Mark S. Botko
Title: President

STATE OF TENNESSEE)
COUNTY OF Sumner)

Before me, Elizabeth A. VanDeGuchte, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Mark S. Botko, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of BOTSKO BUILDERS INCORPORATED, the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him self as such Mark S. Botko.

WITNESS my hand and seal at office in Hendersonville, Tennessee, this the 5 day of March, 2003.

Elizabeth A. VanDeGuchte
Notary Public
My Commission Expires: February 2004

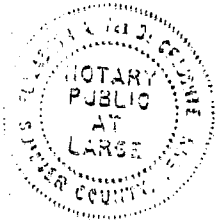


EXHIBIT A

Land situated in the Fourth Civil District, City of Gallatin, Sumner County, Tennessee, being more particularly described as follows:

Being Lot 219 on the Phase 3 Section 1 Final Plat The Last Plantation at Fairvue Mansion, of record in Plat Book 20, page 278, in the Register's Office of Sumner County, Tennessee, to which plat reference is hereby made for a more complete description of said lot.

Being the same property conveyed to Botsko Builders Incorporated by deed of record in Record Book 1535, page 257, Register's Office for Sumner County, Tennessee.

Pamela L. Whitaker, Register
Sumner County Tennessee
Rec #: 534396 Instrument 646084
Rec'd: 25.00 NBK: 94 Pg 271
State: 0.00 Recorded
Clerk: 0.00 4/9/2003 at 2:30 pm
EDP: 2.00 in Record Book
Total: 27.00
1699 Ps 489

2.30
This instrument prepared by: (PLA)
Boult, Cummings, Conners & Berry, PLC
414 Union Street, Suite 1600
Nashville, TN 37219

**FIFTH AMENDMENT TO DECLARATION
OF COVENANTS AND RESTRICTIONS FOR
THE LAST PLANTATION**

THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE LAST PLANTATION (the "Amendment") is made and executed by TLP DEVCO LLC, a Tennessee limited liability company ("TLP"), effective the 9th day of April, 2003. Unless otherwise defined herein, capitalized terms will have the meanings of such terms in the Declaration (as hereinafter defined).

WITNESSETH:

WHEREAS, Lake Properties of Gallatin, a Tennessee general partnership (the "Partnership"), previously executed that certain Declaration of Covenants and Restrictions For The Last Plantation, dated June 7, 2000, as recorded in Record Book 1128, page 216, in the Register's Office of Sumner County, Tennessee (the "Original Declaration"), setting forth certain covenants and restrictions relating to certain real property as described therein (the "Property"); and

WHEREAS, by deeds recorded in Record Book 1256, page 492 and in Record Book 1285, page 340, both in the Register's Office of Sumner County, Tennessee, the Partnership transferred certain real property to Plantation Properties, Inc. (the "Corporation"), including all of the Property which had not been previously conveyed by the Partnership to others; and

WHEREAS the Original Declaration was amended pursuant to that certain First Amendment to the Declaration of Covenants and Restrictions for The Last Plantation (the "First Amendment"), said First Amendment being of record in Record Book 1301, page 721, Register's Office of Sumner County, Tennessee; and

WHEREAS, pursuant to the First Amendment, the Original Declaration was amended (i) to provide that the Corporation would be the "Declarant" therein, and (ii) to subject additional property to the covenants and restrictions thereof; and

WHEREAS, by deed recorded in Record Book 1497, page 817, in the Register's Office for Sumner County, Tennessee, the Corporation transferred and conveyed certain property to TLP, including all of the property subject to the Original Declaration, as amended by the First Amendment, then owned by the Corporation; and

WHEREAS, pursuant to that certain Assignment (the "Assignment"), dated as of June 21, 2002, the Corporation assigned to TLP all of the Corporation's interest as "Declarant"

under the Original Declaration, as amended by the First Amendment, the Assignment being of record in Record Book 1530, page 532, Register's Office of Sumner County, Tennessee; and

WHEREAS, the Original Declaration, as amended by the First Amendment, was further amended pursuant to that certain Second Amendment to Declaration of Covenants and Restrictions for The Last Plantation (the "Second Amendment"), said Second Amendment being of record in Record Book 1542, page 667, Register's Office of Sumner County, Tennessee; and

WHEREAS, the Original Declaration, as amended by the First Amendment and by the Second Amendment, was further amended pursuant to that certain Third Amendment to Declaration of Covenants and Restrictions for The Last Plantation (the "Third Amendment"), said Third Amendment being of record in Record Book 1633, page 754, Register's Office of Sumner County, Tennessee; and

WHEREAS, the Original Declaration, as amended by the First Amendment, by the Second Amendment and by the Third Amendment, was further amended pursuant to that certain Fourth Amendment to Declaration of Covenants and Restrictions for The Last Plantation (the "Fourth Amendment"), said Fourth Amendment being of record in Record Book 1673, page 686, Register's Office of Sumner County, Tennessee (the Original Declaration, as amended by the First Amendment, as the rights of "Declarant" thereunder were assigned pursuant to the Assignment, as amended by the Second Amendment, as amended by the Third Amendment, and as amended by the Fourth Amendment, is hereafter referred to collectively as the "Declaration"); and

WHEREAS, the Declaration provides for amendment of the Declaration at any time upon approval of at least fifty-one percent (51%) of the votes of the Members; and

WHEREAS, the Declaration defines Member as a person entitled to membership in the Association as provided in the Bylaws of the Association and the Declaration; and

WHEREAS, the Bylaws of the Association provide for four (4) votes for each Lot owned by the Declarant; and

WHEREAS, the Declarant possesses more than fifty-one percent (51%) of the voting interest of the Association, thereby allowing it to amend the Declaration without consent of other Members; and

WHEREAS, the Declarant desires to further amend the Declaration in certain respects as set forth herein.

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements contained herein, TLP, as "Declarant" under the Declaration, hereby modifies and amends the Declaration as follows:

1. Paragraph 1.2 of the Declaration is hereby deleted in its entirety and the following is substituted in lieu thereof:

1.2 "ASSESSMENT" shall mean and refer to those charges made by the Association or, as to Neighborhood Assessments, by a Neighborhood Association, as applicable, from time to time, against Owners, for the purposes, and subject to the terms, set forth herein, including, without limitation, General Assessments (as defined in Section 6.2), Special Assessments (as defined in Section 6.3.1), emergency Special Assessments (as described in Section 6.3.2), Neighborhood Assessments (as described in Section 6.4) and Individual Assessments (as defined in Section 6.5).

2. Paragraph 1.28 of the Declaration is hereby deleted in its entirety and the following is substituted in lieu thereof:

1.28 "NEIGHBORHOOD EXPENSES" shall mean, refer to and include those actual and estimated expenses incurred or to be incurred by the Association or by a Neighborhood Association, as applicable, primarily for the benefit of a Neighborhood or Neighborhoods as specifically authorized by the Board of Directors of the Association or the applicable Neighborhood Association, including, without limitation, expenses for lawn care and landscaping maintenance and replacement relating to the Lots within such Neighborhood and maintenance and exterior painting of improvements located on the Lots within such Neighborhood.

3. Paragraphs 6.3 and 6.4 of the Declaration are hereby amended by changing the designation of paragraph 6.3 to "6.3.1", by changing the designation of paragraph 6.4 to "6.3.2" and by inserting prior thereto the following language:

6.3 "Special Assessments and Emergency Special Assessments". The Association shall have the power and authority to levy and collect special assessments as follows:

4. The Declaration is hereby amended by inserting a new Paragraph 6.4 as follows:

6.4 "Neighborhood Assessments". The Association or a Neighborhood Association, as applicable, shall have the power and authority to levy and collect Neighborhood Assessments from the individual Lot Owners within the applicable Neighborhood to fund Neighborhood Expenses. Neighborhood Assessments shall be assessed equally among all Lot Owners within the applicable Neighborhood, except as otherwise provided in this Declaration. Neighborhood Assessments shall be payable in such manner as determined by the Association or the Neighborhood Association, as applicable, levying such Neighborhood Assessments.

5. The Declarant hereby designates a Neighborhood to be known as "Plantation Village" consisting of the Lots described on Exhibit A attached hereto and incorporated herein by this reference.

6. Except as herein specifically amended, all terms and provisions of the Declaration shall remain in full force and effect.

TLP DEVCO LLC
a Tennessee limited liability company

By: *Leon Moore*
Leon Moore, President

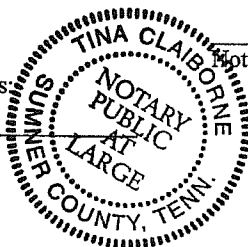
STATE OF TENNESSEE)
COUNTY OF SUMNER)

Before me, *Tina Claiborne*, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Leon Moore, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of TLP Devco LLC, a Tennessee limited liability company, the within named bargainer, a Tennessee limited liability company, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as President.

WITNESS my hand and seal at office in Hendersonville, Tennessee, this the *9th* day of April, 2003.

My Commission Expires

07-23-05



Tina Claiborne
Notary Public

EXHIBIT A

Plantation Village

Lots 124-169 shown on the Final Plat Phase 2 The Last Plantation At Fairvue Mansion, of record in Plat Book 19, pages 295 through 297, in the Register's Office of Sumner County, Tennessee, to which plat reference is hereby made for a more complete description of said lots.

Lots 116, 170-193 and 205-211 shown on the Final Plat Phase 4 The Last Plantation At Fairvue Mansion, of record in Plat Book 20, pages 56 through 58, in the Register's Office of Sumner County, Tennessee, to which plat reference is hereby made for a more complete description of said lots.

Lots 194-199, 201-204, 313-322 and 324-337 shown on the Phase 5 Final Plat The Last Plantation At Fairvue Mansion, of record in Plat Book 20, page 55, in the Register's Office of Sumner County, Tennessee, to which plat reference is hereby made for a more complete description of said lots.

Record Book 1942 Ps 336

This instrument prepared by: (PLA)
Boult, Cummings, Conners & Berry, PLC
414 Union Street, Suite 1600
Nashville, TN 37219

Pamela L. Whitaker, Register
Sumner County Tennessee
Rec #: 571336 Instrument 690610
Rec'd: 30.00 NBk: 100 Ps 363
State: 0.00 Recorded
Clerk: 0.00 2/10/2004 at 3:47 PM
EDP: 2.00 in Record Book
Total: 32.00

**SIXTH AMENDMENT TO DECLARATION
OF COVENANTS AND RESTRICTIONS FOR
THE LAST PLANTATION**

THIS SIXTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE LAST PLANTATION (the "Amendment") is made and executed by TLP DEVCO LLC, a Tennessee limited liability company ("TLP"), and by TLP DEVELOPMENT CORPORATION, a Tennessee corporation (the "Lot Owner"), effective the 10th day of February, 2004. Unless otherwise defined herein, capitalized terms will have the meanings of such terms in the Declaration (as hereinafter defined).

WITNESSETH:

WHEREAS, Lake Properties of Gallatin, a Tennessee general partnership (the "Partnership"), previously executed that certain Declaration of Covenants and Restrictions For The Last Plantation, dated June 7, 2000, as recorded in Record Book 1128, page 216, in the Register's Office of Sumner County, Tennessee (the "Original Declaration"), setting forth certain covenants and restrictions relating to certain real property as described therein (the "Property"); and

WHEREAS, by deeds recorded in Record Book 1256, page 492 and in Record Book 1285, page 340, both in the Register's Office of Sumner County, Tennessee, the Partnership transferred certain real property to Plantation Properties, Inc. (the "Corporation"), including all of the Property which had not been previously conveyed by the Partnership to others; and

WHEREAS the Original Declaration was amended pursuant to that certain First Amendment to the Declaration of Covenants and Restrictions for The Last Plantation (the "First Amendment"), said First Amendment being of record in Record Book 1301, page 721, Register's Office of Sumner County, Tennessee; and

WHEREAS, pursuant to the First Amendment, the Original Declaration was amended (i) to provide that the Corporation would be the "Declarant" therein, and (ii) to subject additional property to the covenants and restrictions thereof; and

WHEREAS, by deed recorded in Record Book 1497, page 817, in the Register's Office for Sumner County, Tennessee, the Corporation transferred and conveyed certain property to TLP, including all of the property subject to the Original Declaration, as amended by the First Amendment, then owned by the Corporation; and

WHEREAS, pursuant to that certain Assignment (the "Assignment"), dated as of June 21, 2002, the Corporation assigned to TLP all of the Corporation's interest as "Declarant" under the Original Declaration, as amended by the First Amendment, the Assignment being of record in Record Book 1530, page 532, Register's Office of Sumner County, Tennessee; and

WHEREAS, the Original Declaration, as amended by the First Amendment, was further amended pursuant to that certain Second Amendment to Declaration of Covenants and Restrictions for The Last Plantation (the "Second Amendment"), said Second Amendment being of record in Record Book 1542, page 667, Register's Office of Sumner County, Tennessee; and

WHEREAS, the Original Declaration, as amended by the First Amendment and by the Second Amendment, was further amended pursuant to that certain Third Amendment to Declaration of Covenants and Restrictions for The Last Plantation (the "Third Amendment"), said Third Amendment being of record in Record Book 1633, page 754, Register's Office of Sumner County, Tennessee; and

WHEREAS, the Original Declaration, as amended by the First Amendment, by the Second Amendment and by the Third Amendment, was further amended pursuant to that certain Fourth Amendment to Declaration of Covenants and Restrictions for The Last Plantation (the "Fourth Amendment"), said Fourth Amendment being of record in Record Book 1673, page 686, Register's Office of Sumner County, Tennessee; and

WHEREAS, the Original Declaration, as amended by the First Amendment, by the Second Amendment, by the Third Amendment and by the Fourth Amendment, was further amended pursuant to that certain Fifth Amendment to Declaration of Covenants and Restrictions for The Last Plantation (the "Fifth Amendment"), said Fifth Amendment being of record in Record Book 1699, page 489, Register's Office of Sumner County, Tennessee (the Original Declaration, as amended by the First Amendment, as the rights of "Declarant" thereunder were assigned pursuant to the Assignment, as amended by the Second Amendment, as amended by the Third Amendment, as amended by the Fourth Amendment and as amended by the Fifth Amendment, is hereafter referred to collectively as the "Declaration"); and

WHEREAS, Section 12.22 of the Declaration permits the Declarant to amend the Declaration for the purpose of subjecting additional property to the provisions thereof without the joinder or consent of any other party other than the owner of such additional property not owned by Declarant; and

WHEREAS, TLP and the Lot Owner desire to further amend the Declaration to subject additional real property to the provisions thereof as set forth herein; and

WHEREAS, the Declaration provides for amendment of the Declaration at any time upon approval of at least fifty-one percent (51%) of the votes of the Members; and

WHEREAS, the Declaration defines Member as a person entitled to membership in the Association as provided in the Bylaws of the Association and the Declaration; and

WHEREAS, the Bylaws of the Association provide for four (4) votes for each Lot owned by the Declarant; and

WHEREAS, the Declarant possesses more than fifty-one percent (51%) of the voting interest of the Association, thereby allowing it to amend the Declaration without consent of other Members; and

WHEREAS, the Declarant desires to further amend the Declaration in certain respects as set forth herein.

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements contained herein, TLP, as "Declarant" under the Declaration, and the Lot Owner hereby modify and amend the Declaration as follows:

1. Exhibit "A" of the Declaration is hereby amended by adding thereto the real property described on Exhibit A to this Amendment, all of which is owned by the Lot Owner.

2. The Declarant hereby designates a Neighborhood to be known as "Jacobs Pointe" consisting of the Lots described on Exhibit B attached hereto and incorporated herein by this reference.

3. The Declarant hereby designates the real property (herein the "Jacobs Drive Property") shown as "JACOBS DRIVE (PRIVATE ROAD)" on the Phase 15 Final Plat Fairvue Plantation, of record in Plat Book 21, page 223, in the Register's Office of Sumner County, Tennessee, as Exclusive Common Property for the exclusive use and enjoyment of the Owners of the Lots within the "Jacobs Pointe" Neighborhood and their guests and invitees. Until such time as the Jacobs Drive Property is conveyed to the Association as contemplated in Paragraph 4.1 of the Declaration, (i) the Declarant hereby grants to the Association, for the benefit of the Owners of the Lots within the "Jacobs Pointe" Neighborhood, subject to the terms and provisions of the Declaration, a non-exclusive easement, right, license and privilege of passage and use, both pedestrian and vehicular, for the purpose of ingress and egress (but not parking) over, upon and across the Jacobs Drive Property, and (ii) such access easement shall be Exclusive Common Property for the exclusive use and enjoyment of the Owners of the Lots within the "Jacobs Pointe" Neighborhood and their guests and invitees.

4. Except as herein specifically amended, all terms and provisions of the Declaration shall remain in full force and effect.

TLP DEVCO LLC
a Tennessee limited liability company

By: Leon Moore
Leon Moore, President

Page 338

STATE OF TENNESSEE)
COUNTY OF SUMNER)

Before me, Patrick L. Alexander, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Leon Moore, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of TLP Devco LLC, a Tennessee limited liability company, the within named bargainor, a Tennessee limited liability company, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as President.

WITNESS my hand and seal at office in Hendersonville, Tennessee, this the 3rd day of February, 2004.

Patrick L. Alexander
Notary Public

My Commission Expires: November 9, 2004

TLP DEVELOPMENT CORPORATION
a Tennessee corporation

By: Leon Moore

Leon Moore, President

STATE OF TENNESSEE)
COUNTY OF SUMNER)

Before me, Patrick L. Alexander, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Leon Moore, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of TLP Development Corporation, the within named bargainor, a Tennessee corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

WITNESS my hand and seal at office in Hendersonville, Tennessee, this the 3rd day of February, 2004.

Patrick L. Alexander
Notary Public

My Commission Expires: November 27, 2004

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EXHIBIT A

Land situated in the Fourth Civil District, City of Gallatin, Sumner County, Tennessee, being more particularly described as follows:

Being Lots 357 through 362 on the Final Plat Phase 6 Section I Fairvue Plantation, of record in Plat Book 21, pages 211-214, in the Register's Office of Sumner County, Tennessee, to which plat reference is hereby made for a more complete description of said lots.

Being Lots 536 through 547 and Lots 549 through 554 on the Phase 15 Final Plat Fairvue Plantation, of record in Plat Book ~~21~~, page ~~223~~ in the Register's Office of Sumner County, Tennessee, to which plat reference is hereby made for a more complete description of said lots.

Being a part of the same property conveyed to TLP Development Corporation by deed of record in Record Book 1939, page 739, Register's Office for Sumner County, Tennessee, and being the same property conveyed to TLP Development Corporation by deed from TLP DevCo LLC of record in Record Book 1939, page 761, Register's Office for Sumner County, Tennessee, and being the same property conveyed to TLP Development Corporation by deed from TLP Investment Company LLC of record in Record Book 1939, page 775, Register's Office for Sumner County, Tennessee.

EXHIBIT B

Jacobs Pointe

Lots 536 through 547 and Lots 549 through 554 as shown on the Phase 15 Final Plat Fairvue Plantation, of record in Plat Book 21, page 223, in the Register's Office of Sumner County, Tennessee, to which plat reference is hereby made for a more complete description of said lots.

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Pamela L. Whitaker, Register
Sumner County Tennessee
Rec #: 586831 Instrument 712159
Rec'd: 30.00 NBk: 103 Pg 345
State: 0.00 Recorded
Clerk: 0.00 7/26/2004 at 9:35 am
EDP: 2.00 in Record Book
Total: 32.00 2058 Pages 203-208

This instrument prepared by: (PLA)
Boult, Cummings, Conners & Berry, PLC
414 Union Street, Suite 1600
Nashville, TN 37219

Ret

**SEVENTH AMENDMENT TO DECLARATION
OF COVENANTS AND RESTRICTIONS FOR
THE LAST PLANTATION**

THIS SEVENTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE LAST PLANTATION (the "Amendment") is made and executed by TLP DEVCO LLC, a Tennessee limited liability company ("TLP"), and by TLP DEVELOPMENT CORPORATION, a Tennessee corporation (the "Lot Owner"), effective the 22nd day of July, 2004. Unless otherwise defined herein, capitalized terms will have the meanings of such terms in the Declaration (as hereinafter defined).

WITNESSETH:

WHEREAS, Lake Properties of Gallatin, a Tennessee general partnership (the "Partnership"), previously executed that certain Declaration of Covenants and Restrictions For The Last Plantation, dated June 7, 2000, as recorded in Record Book 1128, page 216, in the Register's Office of Sumner County, Tennessee (the "Original Declaration"), setting forth certain covenants and restrictions relating to certain real property as described therein (the "Property"); and

WHEREAS, by deeds recorded in Record Book 1256, page 492 and in Record Book 1285, page 340, both in the Register's Office of Sumner County, Tennessee, the Partnership transferred certain real property to Plantation Properties, Inc. (the "Corporation"), including all of the Property which had not been previously conveyed by the Partnership to others; and

WHEREAS the Original Declaration was amended pursuant to that certain First Amendment to the Declaration of Covenants and Restrictions for The Last Plantation (the "First Amendment"), said First Amendment being of record in Record Book 1301, page 721, Register's Office of Sumner County, Tennessee; and

WHEREAS, pursuant to the First Amendment, the Original Declaration was amended (i) to provide that the Corporation would be the "Declarant" therein, and (ii) to subject additional property to the covenants and restrictions thereof; and

WHEREAS, by deed recorded in Record Book 1497, page 817, in the Register's Office for Sumner County, Tennessee, the Corporation transferred and conveyed certain property to TLP, including all of the property subject to the Original Declaration, as amended by the First Amendment, then owned by the Corporation; and

WHEREAS, pursuant to that certain Assignment (the "Assignment"), dated as of June 21, 2002, the Corporation assigned to TLP all of the Corporation's interest as "Declarant" under the Original Declaration, as amended by the First Amendment, the Assignment being of record in Record Book 1530, page 532, Register's Office of Sumner County, Tennessee; and

WHEREAS, the Original Declaration, as amended by the First Amendment, was further amended pursuant to that certain Second Amendment to Declaration of Covenants and Restrictions for The Last Plantation (the "Second Amendment"), said Second Amendment being of record in Record Book 1542, page 667, Register's Office of Sumner County, Tennessee; and

WHEREAS, the Original Declaration, as amended by the First Amendment and by the Second Amendment, was further amended pursuant to that certain Third Amendment to Declaration of Covenants and Restrictions for The Last Plantation (the "Third Amendment"), said Third Amendment being of record in Record Book 1633, page 754, Register's Office of Sumner County, Tennessee; and

WHEREAS, the Original Declaration, as amended by the First Amendment, by the Second Amendment and by the Third Amendment, was further amended pursuant to that certain Fourth Amendment to Declaration of Covenants and Restrictions for The Last Plantation (the "Fourth Amendment"), said Fourth Amendment being of record in Record Book 1673, page 686, Register's Office of Sumner County, Tennessee; and

WHEREAS, the Original Declaration, as amended by the First Amendment, by the Second Amendment, by the Third Amendment and by the Fourth Amendment, was further amended pursuant to that certain Fifth Amendment to Declaration of Covenants and Restrictions for The Last Plantation (the "Fifth Amendment"), said Fifth Amendment being of record in Record Book 1699, page 489, Register's Office of Sumner County, Tennessee; and

WHEREAS, the Original Declaration, as amended by the First Amendment, by the Second Amendment, by the Third Amendment, by the Fourth Amendment and by the Fifth Amendment, was further amended pursuant to that certain Sixth Amendment to Declaration of Covenants and Restrictions for The Last Plantation (the "Sixth Amendment"), said Sixth Amendment being of record in Record Book 1942, page 336, Register's Office of Sumner County, Tennessee (the Original Declaration, as amended by the First Amendment, as the rights of "Declarant" thereunder were assigned pursuant to the Assignment, as amended by the Second Amendment, as amended by the Third Amendment, as amended by the Fourth Amendment, as amended by the Fifth Amendment and as amended by the Sixth Amendment, is hereafter referred to collectively as the "Declaration"); and

WHEREAS, Section 12.22 of the Declaration permits the Declarant to amend the Declaration for the purpose of subjecting additional property to the provisions thereof without the joinder or consent of any other party other than the owner of such additional property not owned by Declarant; and

WHEREAS, TLP and the Lot Owner desire to further amend the Declaration to subject additional real property to the provisions thereof as set forth herein; and

WHEREAS, the Declaration provides for amendment of the Declaration at any time upon approval of at least fifty-one percent (51%) of the votes of the Members; and

WHEREAS, the Declaration defines Member as a person entitled to membership in the Association as provided in the Bylaws of the Association and the Declaration; and

WHEREAS, the Bylaws of the Association provide for four (4) votes for each Lot owned by the Declarant; and

WHEREAS, the Declarant possesses more than fifty-one percent (51%) of the voting interest of the Association, thereby allowing it to amend the Declaration without consent of other Members; and

WHEREAS, the Declarant desires to further amend the Declaration in certain respects as set forth herein.

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements contained herein, the Lot Owner hereby subjects the property described on Exhibit A attached hereto and incorporated herein by this reference to the terms and provisions of the Declaration, including, without limitation, the restrictions and easements set forth in the Declaration, and TLP, as "Declarant" under the Declaration, hereby modifies and amends the Declaration as follows:

1. The Declaration is hereby amended by inserting a new paragraph 5.3 as follows:

5.3. Golf Course Easement. Declarant hereby grants, creates and establishes for the benefit of the Club a perpetual easement over the portion of each Lot adjacent to the Club's golf course as described herein for the construction, installation, operation, maintenance, repair and replacement of such golf course including, without limitation, (i) the right of individuals playing the golf course to go into such easement area for the purpose of playing or searching for any ball which may have been hit into such easement area, (ii) the right of the Club to install, maintain and replace trees, shrubs, plants, flowers, grass, sod and other landscaping and related improvements within such easement area as deemed appropriate by the Club, including, without limitation, the right to apply fertilizer and other chemicals, (iii) the right of the Club to construct, install, operate, maintain, repair and replace within such easement area irrigation systems for watering such trees, shrubs, plants, flowers, grass, sod and other landscaping and/or the Club's golf course and utilities needed for the operation and maintenance of such irrigation systems, and (iv) the right of the Club to install or place "out of bounds" signs or markers and/or other signs or markers within such easement area (but any such signs or markers shall not be deemed to indicate the boundary of

such easement area which shall be as set forth herein). Further, no buildings, fences or improvements of any nature and no trees, shrubs, plants, flowers or other landscaping and no fertilizer or other chemicals shall be placed within such easement area without the prior written approval of the Club, and no trees, shrubs, plants, flowers grass, sod, other landscaping or related improvements existing within such easement area and no signs, markers, trees, shrubs, plants, flowers, grass, sod, other landscaping or related improvements installed or placed within such easement area by the Club shall be destroyed, removed, disturbed or altered in any manner without the prior written approval of the Club. The golf course easement described herein shall exist on, over, across and under each Lot adjacent to the Club's golf course parallel and adjacent to the boundary between each such Lot and the Club's golf course for the entire length, or portion thereof, as applicable, as is adjacent to the Club's golf course and into each such Lot a distance equal to the greater of (i) fifteen feet (15') or (ii) the distance for the "golf course easement" set forth on any subdivision plat with respect to such Lot recorded in the Register's Office for Sumner County, Tennessee or (iii) the distance set forth in any other golf course or similar easement recorded in the Register's Office for Sumner County, Tennessee.

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2. The Declaration is hereby amended by inserting in paragraph 12.2.2 thereof, following the language "for the purposes of granting of easements over any portion of the Additional Property which is also Common Property", the language "for the purpose of designating a Neighborhood".

3. The Declaration is hereby amended by inserting at the end of the last paragraph of Exhibit A to the Sixth Amendment the language "as corrected by Instrument of Correction of record in Record Book 2006, page 5, said Register's Office".

4. Exhibit "A" of the Declaration is hereby amended by adding thereto the real property described on Exhibit A to this Amendment, all of which is owned by the Lot Owner and all of which shall hereafter be subject to the terms and provisions of the Declaration, including, without limitation, the restrictions and easements set forth in the Declaration.

5. Except as herein specifically amended, all terms and provisions of the Declaration shall remain in full force and effect.

TLP DEVCO LLC
a Tennessee limited liability company

By: Leon Moore
Leon Moore, President

(signatures continued on following page)

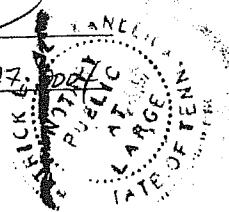
STATE OF TENNESSEE)
COUNTY OF SUMNER)

Before me, Patrick L. Alexander, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Leon Moore, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of TLP Devco LLC, a Tennessee limited liability company, the within named bargainor, a Tennessee limited liability company, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as President.

WITNESS my hand and seal at office in Hendersonville, Tennessee, this the 22nd day of July, 2004.

Patrick L. Alexander
Notary Public

My Commission Expires: November 27, 2004



TLP DEVELOPMENT CORPORATION
a Tennessee corporation

By: Leon Moore

Leon Moore, President

STATE OF TENNESSEE)
COUNTY OF SUMNER)

Before me, Patrick L. Alexander, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Leon Moore, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of TLP Development Corporation, the within named bargainor, a Tennessee corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

WITNESS my hand and seal at office in Hendersonville, Tennessee, this the 22nd day of July, 2004.

Patrick L. Alexander
Notary Public

My Commission Expires: November 27, 2004

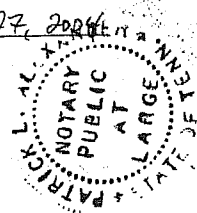


EXHIBIT A

Land situated in the Fourth Civil District, City of Gallatin, Sumner County, Tennessee, being more particularly described as follows:

Being Lots 443 through 468, Lots 470 through 471 and Lots 473 through 489, all as shown on the Final Plat Phase 10 Fairvue Plantation, of record in Plat Book 21, pages 334-335, in the Register's Office of Sumner County, Tennessee, to which plat reference is hereby made for a more complete description of said lots.

Being a part of Parcel B of the property conveyed to TLP Development Corporation by deed of record in Record Book 1939, page 739, Register's Office for Sumner County, Tennessee, and being a part of Parcel B and a part of Parcel C of the property conveyed to TLP Development Corporation by deed from TLP DevCo LLC of record in Record Book 2005, page 812, Register's Office for Sumner County, Tennessee, and being a part of the property conveyed to TLP Development Corporation by deed from TLP Investment Company LLC of record in Record Book 2005, page 797, Register's Office for Sumner County, Tennessee.

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