

ARTICLES OF INCORPORATION
OF
CAMBRIDGE FARMS HOMEOWNERS'
ASSOCIATION, INC.

*require 9 directors
3 @ 3yrs
3 @ 2yrs
3 @ 1yr*

In compliance with the requirements of Tennessee Incorporation, the undersigned, all of whom are residents of Sumner county, Tennessee and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is Cambridge Farms Homeowners' Association, Inc., hereafter called the "Association".

ARTICLE II

The principal office of the Association is located at 2504 Highway 31W., White House, TN 37188.

ARTICLE III

Robert H. Goodall, whose address is 904 Lakeshore Drive, Gallatin, TN 37066, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property as described in R.B. 171 p. 480, R.B. 195 p. 453, and R.B. 212 p. 862 and more particularly described as being tracts 8, 9, 10, 13, 20, 21, 22, 23.

and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association

as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of Register of Sumner County of Tennessee and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth as length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Tennessee by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

CAMBRIDGE FARMS HOMEOWNERS' ASSOCIATION, INC.
INFORMATION BROCHURE

ARTICLE I

ORGANIZATIONAL STRUCTURE

The affairs of this Association shall be managed by a board of not less than three (3) nor more than nine (9) directors, as such number may from time to time be established by the Members. The Directors need not be Members of the Association. The initial Board of Directors shall consist of three (3) Directors.

ARTICLE II

MEMBERSHIP

SECTION I. MEMBERS. Every person or entity who is an owner of any Lot which is included in the Properties shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

SECTION II. CLASSES OF MEMBERSHIP. The Association shall have two classes of membership:

(a) Class A. Class A Members shall be all Owners, except for Declarant prior to termination of Class B membership. If, however, Declarant owns one or more Lots after the termination of Class B membership, then Declarant shall become a Class A Member.

(b) Class B. The Class B membership shall be the Declarant, its successors or assigns. The Class B membership shall terminate and cease upon the first to occur of (i) the specific written termination by Declarant, (ii) when seventy-five percent (75%) of the Lots have been sold from the builders thereof to ultimate homeowners in all sections of Cambridge Farms or (iii) January 1, 2012.

SECTION 3. Class A Voting. Class A Members shall be entitled to one vote for each Lot owned. The vote for any one lot owned by more than one person or entity shall be exercised as they among themselves shall determine, but in no event shall the vote or votes with respect to any jointly owned Lot be cast separately.

SECTION 4. Class B Voting. Until the termination of Class B membership, the Class B member shall have three votes for each Lot owned.

ARTICLE III

ANNEXATION, MERGER AND DISSOLUTION

SECTION 1. DISSOLUTION. The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purpose similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

SECTION 2. ANNEXATION AND MERGERS. The Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and common Area, provided that any such merger, consolidation, or annexation shall have the assent of two-thirds (2/3) of each class members.

ARTICLE IV

ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation for Assessments. each owner of any Lot shall, by acceptance of a deed therefore, whether or not it shall be so expressed in any deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of these restrictions and promised to pay to the Association both annual assessments and charges and special assessments, such assessments to be established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and be a charge and continuing lien upon the Lot against which such assessment is made as of the effective date of each assessment. Each such assessment, together with such interest thereon and costs of collection therefore as are hereinafter provided, shall also be the personal obligation of the person or entity who was Owner of such Lot at the time when the assessment fell due. In the case of co-ownership of a Lot, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment. For the improvement, maintenance, operation and security of the Common Area, including, but not limited to, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. At the option of the Association, annual assessments may be used to provide supplemental landscaping

maintenance within Lots and to provide garbage and trash collection and disposal if needed to supplement that provided by public authority. Further, the Association may require annual assessments to be paid in equal monthly, quarterly, or annual installments.

Section 2. Maximum Annual Assessment. The maximum annual assessment for calendar year 1992 shall be \$120.00 for each Lot, fractions of calendar years to be computed and prorated equitably, at the same uniform rate for the calendar year 1992. Thereafter, maximum annual assessments shall be determined by the Association as follows:

(a) From and after January 1, 1992, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1, 1992, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at the annual meeting or a special meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the minimum.

Section 3. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all occupied Lots. All initially unoccupied Lots shall be assessed at twenty-five percent (25%) of the assessment for occupied Lots. The full assessment for occupied Lots shall be prorated and due on the first day of the month following the first occupancy of a residence on any Lot and thereafter at the full assessment rate regardless of occupancy.

Section 4. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots in the first day of the first month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be established by the Board of Directors.

Section 5. Effect of Non-Payment of Assessment or Other Charges. If any annual, quarterly, or monthly assessment or any special assessment is not paid on the date when due, or if any sum or charge agreed to be paid by Owners in this Declaration is not paid when due, then such assessment, sum or charge shall be delinquent and shall accrue interest thereon at the highest rate permissible under the laws of the State of Tennessee, after the date due. If such

assessment, sum or charge is not paid within thirty (30) days after the due date, the Association may bring an action at law against the Owner personally and/or foreclose the lien against the Lot by court action or trustee's sale, as hereinafter provided, and there shall be added to the amount of such assessment, sum or charge all reasonable attorneys' fees and costs incurred by the Association in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessments as indicated above.

Section 6. Enforcement of Lien by Trustee's Sale. For and in consideration of the privileges and protections granted herein, and for the express purpose of securing the payment of the assessments, other sums and charges described in Section 5 above; rendering unnecessary court proceedings for the enforcement of the lien described in Sections 1 and 5 above, each owner accepting a deed to a Lot, for his heirs, administrators, successors and assigns, does hereby transfer and convey unto Laura Y. Goodall, Trustee, her successors and assigns, each such Lot deeded to such Owner, with the appurtenances, estate, title and interest thereto belonging, unto the Trustee for the following uses in trust:

Said Owners agree to pay all assessments, sums and charges when due and upon demand of said Trustee or the Association, to pay, discharge or remove any and all liens (except a first mortgage or deed of trust lien) which may be hereafter placed against said Owner's Lot which shall adversely affect the lien granted herein, and in case the Trustee or his successors or the Association shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of said Lot or the lien granted herein, or appear in any court to prove said indebtedness, all costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed and be payable by Owner upon demand of the Trustee or Association, and upon failure to do any of these things then said Trustee or Association may do any or all of said things, and the amounts so paid shall bear interest from the date of payment at the highest rate then permitted by the laws of the State of Tennessee, and shall be and become a part of the indebtedness secured hereby.

If said assessments, sums or charges, or interest thereon, are not paid promptly when due or within any period of cure allowed above, or if after said Owner(s) fail(s) to pay any other sums due as above provided, or further, fail to reimburse the Trustee or Association within thirty (30) days from the date of Trustee's or Association's payment of such sums, this trust conveyance shall remain in full force and effect, and the said Trustee or his successor in trust is hereby authorized and empowered, upon giving twenty (20) days notice by three (3) publications in any newspaper, daily or weekly, published in Sumner County, Tennessee, to

materials for driveways, walls, fences, swimming pools and tennis courts. In the event the Architectural Committee shall fail to approve or disapprove the Plans in writing within thirty (30) days after they have been received by the Architectural Committee, such approval will not be required and this covenant shall be deemed to have been complied with. The Plans shall be delivered to the Architectural Committee in person or by certified mail at the address to be designated from time to time by Declarant or the Association.

Plans for any improvements must conform to certain restrictions as set forth in Section Two hereof, and further must conform to the other requirements of this Declaration. The Architectural Committee shall be the sole judge or arbiter of such conformance or non-conformance. Further, the Architectural Committee may approve or disapprove plans when the Architectural Committee, in its sole discretion, determines that the proposed improvements or any feature of the Plans are not architecturally or esthetically compatible with Cambridge Farms.

If the Architectural Committee approves the Plans, the actual construction in accordance with the Plans shall be the responsibility of the Owner; provided, however, upon the completion of the improvements, and prior to occupancy, the Owner shall notify Declarant, who shall have ten (10) days thereafter in which to have the improvements inspected by the Architectural Committee to insure that the construction was completed in accordance with the Plans approved by the Architectural Committee prior to construction. In the event that the Architectural Committee shall fail to approve or disapprove the completed improvements in writing within ten (10) days after receipt of notice from the Owner that the improvements are completed, such approval shall not be required and these covenants will be deemed to have been complied with. In the event an Owner has made changes from the original Plans approved by the Architectural Committee and such changes were not previously approved by the Architectural Committee, occupancy of the subject improvements shall be delayed until the necessary corrections have been made.

In the event any Owner shall fail to complete his residence according to the approved plans or to maintain the improvements situated upon his or her lot in a manner satisfactory to the Association, the Association may, upon the vote of two-thirds (2/3) of the Association's Directors, and after ten (10) days notice in writing to the Lot Owner, in the event of his continued failure to commence the correction of the matter in issue, enter upon said Lot and complete, repair, maintain or restore the exterior of the improvements erected thereon. The cost of such exterior repair and maintenance shall be added to and become a part

of the assessment to which such Lot is subject and the owner shall be personally liable for the cost of such maintenance so incurred.

In addition to the approval of Plans and other matters herein set forth, the Architectural Committee shall have the right to waive minor violations and allow minor variances where the same resulted unintentionally or without gross carelessness on the part of any Owner and are not materially harmful to the Properties. If such waiver is granted in writing, then thereafter such matters so waived shall no longer be deemed a violation of these restrictions.

The approval by the Architectural Committee of the Plans and completed improvements as required above is not intended to be an approval of the structural stability, integrity or design of a completed improvement or of the safety of any component compliance with the covenants contained in this Declaration, and further, to insure the harmonious and orderly architectural development and improvement of the Properties. Notice is hereby given to any future occupant of any such completed improvement and all invites, business guests and other persons who may from time to time enter or go on or about such completed improvements that no permission or approval granted by the Architectural Committee with respect to construction pursuant to this Declaration shall constitute or be construed as an approval by them of the structural stability or design of any building, structure or other improvement and no liability shall accrue to the Architectural Committee in the event that any such construction shall subsequently prove to be defective. No structure of a temporary nature shall be allowed on any Lot at any time except that of an Owner's contractors and subcontractors during the period of construction of improvements.

The Architectural Committee shall consist of three (3) members with one vote each, as follows: Robert H. Goodall Sr. (as one member); Betty A. Goodall (as one member); Robert H. Goodall Jr. (as one member). Said members shall be empowered to appoint a successor should a vacancy occur. Two (2) votes shall be required for a quorum at any meeting of the Architectural Committee. A majority of those votes present at a meeting at which a quorum is present shall constitute the action of the Architectural Committee. By supplemental declaration, the members of the Architectural Committee may delegate to the Association the authority and duty to appoint the Architectural Committee.

sell said Lot at the front door of public outcry, free from the equity of redemption, statutory right of redemption, homestead, dower and all other exemptions of every kind which are hereby expressly waived; and the said Trustee or his successor in trust is authorized and empowered to execute and deliver a deed to the purchaser at such foreclosure sale. The Association may bid at any sale under this trust conveyance. The Trustee may at any time after default in the payment of any of the above described indebtedness enter and take possession of said Lot and shall only account for the net rents actually received by him. It is further agreed that in the event the Trustee fails, before selling said Lot, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said Lot. In case of sale hereunder, the proceeds shall be applied by the Trustee as follows:

(a) To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on the account of the execution of said lien; also the expenses of any such litigation.

(b) To the payment of all taxes which may be unpaid on said premises.

(c) To the payment of all unpaid indebtedness herein secured.

(d) The residue, if any, to be paid to said Owners, their order, or to their representatives or assigns.

In the event of death, absence, inability or refusal to act of said Trustee at any time when action of the foregoing powers and trusts may be authorized and empowered to name and appoint a successor in trust to execute this trust by an instrument in writing to be recorded in the Register's Office for Sumner County, Tennessee, and title therein conveyed to the above named Trustee shall be vested in said successor. Trustee is authorized to appoint an attorney-in-fact to conduct in his stead and on his behalf and with the same power possessed by said Trustee as granted herein, any and all foreclosure sales authorized above.

The lien described in this section and in Sections 1 and 5 above shall be subordinate to the lien of a recorded first mortgage or deed of trust encumbering any such Lot or portion of a Lot. Provided, however, in the event the holder or owner of such mortgage or first deed of trust becomes the owner of such Lot after foreclosure thereof, any such purchaser shall become subject to the lien reserved herein for the purpose of securing all assessments becoming

due from and after the date such purchaser accepts a deed to said Lot or enters into possession of said Lot, whichever shall first occur.

ARTICLE V

DESCRIPTION OF COMMON AREA AND IMPROVEMENTS

SERVICES PROVIDED BY THE ASSOCIATION

The Association agrees to provide for the reasonable use by all the above mentioned Lot Owners as follows:

- (a) Tennis court
- (b) Playground with small child's play equipment
- (c) Gazebo
- (d) Paved walking path with distance markers
- (e) Paved area for parking
- (f) Mowing services, garbage and debris pickup, maintenance and irrigation on shrubs for entrance and playground area
- (g) Garbage and debris pickup at Playground, Common Area, and Tennis Court

ARTICLE VI

ARCHITECTURAL CONTROL

The Architectural Committee shall have the responsibility of enforcement of these restrictions until all the Lots have been sold by the builders to ultimate homeowners. The Board of Directors of the Association shall assume responsibility for enforcement of the restrictions after that time.

Section 1. Approval of Development. Before commencing the construction, reconstruction, remodeling, alteration or addition of any Building or structure, fence, wall, driveway, path or other improvement of any nature, the Owner shall first submit its building plans, specifications, site and landscape plans, drainage plans, and an elevation sketch (collectively the "Plans") of all improvements, to the Architectural Committee, as hereinafter described, for its written approval. Any changes in the Plans from those submitted for approval must be resubmitted for approval by the Architectural Committee pursuant to this Section as if an original submission. The Plans shall include all

ARTICLE XI

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of _____, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this _____ day of _____, 19____.

Robert H. Woodell

Betty Ann Spollett

(Add appropriate acknowledgment)