

**SUPPLEMENTAL RESTRICTIVE COVENANTS
APPLICABLE TO
DEER CREEK,
SECTION D, PHASE II**

WHEREAS, the Deer Creek Homeowners' Association ("Association") and Deer Creek Golf Community, L.L.C. ("Major Owner/Developer") desire to establish for the mutual benefit, interest and advantage of each and every person or other entity hereafter acquiring any portion of the properties, certain rights, easements, privileges, obligations, restrictions, covenants, liens, assessments, and regulations governing the use and occupancy of the properties and the maintenance, protection and administration of the common use facilities thereof, all of which are declared to be in furtherance of a plan to promote and protect the operative aspects of residency or occupancy in the Properties, and on all portions thereof, and are intended to be covenants running with the land which shall be binding on all parties having or acquiring in the future any right, title or interest in and to all or any portion of the Properties, and which shall inure to the benefit of each present and future owner thereof.

NOW, THEREFORE, for and in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the property known as Deer Creek, Section D, Phase II, a subdivision, a plat of which is recorded in the Register's Office of Cumberland County, Tennessee in Plat Book 10, page 524 (the "Section D, Phase II Plat"), is subject to the Amended and Restated Declaration of Covenants, Conditions and Restrictions For Deer Creek recorded in Warranty Deed Book D522, Page 474 (the "Primary Restrictions") and is subject to the Year 2000 Amendments to the Amended and Restated Declaration of Covenants and Restrictions for Deer Creek recorded in Book 1048, page 920-924 (the "Year 2000 Amendments") in the Register's Office of Cumberland County, Tennessee, and is hereby further restricted and amended (hereinafter called "Section D, Phase II Supplemental Restrictions") as follows:

1. No building shall be constructed or maintained on any lot which extends over the set-back lines, as shown on the plat recorded in Plat Book 10, page 468-469, Register's Office, Cumberland County, Tennessee (the "Section D, Phase II Plat"). The Major Owner/Developer shall have the right to amend or alter, with the approval of the appropriate planning commission, the minimum set-back lines for each lot.
2. Any single story residence erected on any lot and/or tract, as shown on the Section D, Phase I Plat, shall have a minimum living area of 1,400 square feet; any two story residences erected on any lot and/or tract shall contain no less than 1,700 square feet of living area. In addition, each residence shall have an attached two-car garage or larger. Garages, carports, porches, basements, and similar spaces shall be in addition to, and not included in, the above-stated minimum square feet requirements.
3. Any residences and/or buildings shall be constructed in compliance with the Southern Building Code. There shall be no exposed cinder or concrete block. At least fifty (50%) percent of the exterior of all outbuildings on Lots 1 through 28 (the Fairway Homesites), exclusive of doors and windows, shall be of brick, stone or stucco; the exterior of the foundation of residences on all the remaining lots within Section D, Phase II shall be brick.
4. Above ground tanks, including without limitation, propane tanks, or other similar items, shall be located or screened so as to be concealed from view of neighboring residential units, streets and property located adjacent to the residential unit. The location of any such tanks or similar

*mail
Deer Creek Golf
Comm.
13 Deer Creek Dr
Cookeville, TN
38571*

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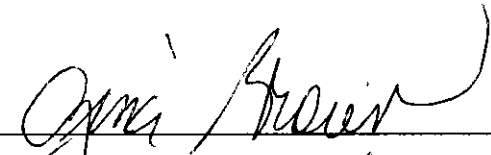
items and the method of screening such tanks or items shall be approved by the architectural control committee prior to installation.

5. Violation or threatened violation of any of the aforesaid restrictions shall subject the violator-lot owner to specific performance and/or mandatory injunctive relief in law or in equity. The lot owner and/or the Major Owner/Developer, may enforce the covenants contained herein by bringing an action or actions at law or equity against any person, persons, or entity violating or attempting to violate any such covenant or restriction, either through a restraining violation or to recover damages therefor, or both. The alleged violating lot owner shall respond in damages for the loss of time and trouble encountered, and all attorney's fees reasonably incurred in enforcing these restrictions. They shall be deemed covenants running with the land. It is further agreed by any purchaser of lots so restricted by his acceptance of a deed thus restricted, that these restrictions are a substantial portion of the consideration exchanged in said conveyance, without which the conveyance would not have been made.
6. The restrictions stated herein are subject to and include the same provisions as stated in Article XIV, Section 2 in The Amended and Restated Declaration of Covenants, Conditions And Restrictions For Deer Creek recorded in Warranty Deed Book D522, Page 474, Register's Office of Cumberland County, Tennessee.
7. To the extent these Section D, Phase II Supplemental Restrictions may conflict with the Primary Restrictions and/or the Year 2000 Amendments, these Section D, Phase II, Supplemental Restrictions shall control as to property within the boundaries shown on the Section D, Phase II Plat, including without limitation, the minimum square footage requirements, and the exterior covering requirements for residences.

In the event any one or more of the foregoing restrictive covenants are declared to be null and void, or unconstitutional by any court of competent jurisdiction, in the suit involving said property, or said restrictive covenants, all other restrictive covenants shall be and remain in full force and effect.

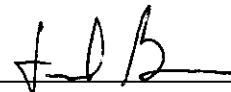
WITNESS ITS HAND on this the 7th day of February, 2003.

DEER CREEK HOMEOWNERS' ASSOCIATION

By: 
Title: Secretary

DEER CREEK GOLF COMMUNITY, L.L.C.

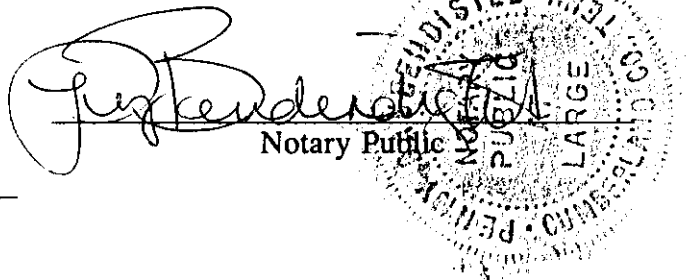
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By: 
Title: Chief manager

STATE OF TENNESSEE
COUNTY OF PUTNAM

PERSONALLY APPEARED before me, the undersigned authority, a Notary Public in and for said County and State, Gina Brown with whom I am personally acquainted, and who upon oath, acknowledged himself/herself to be Secretary of DEER CREEK HOMEOWNERS' ASSOCIATION, the within named bargainor, and that he/she as such Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of DEER CREEK HOMEOWNERS' ASSOCIATION by himself/herself as Secretary.

WITNESS MY HAND and official seal at office in Cookeville, Tennessee, this 7th day of February, 2003.

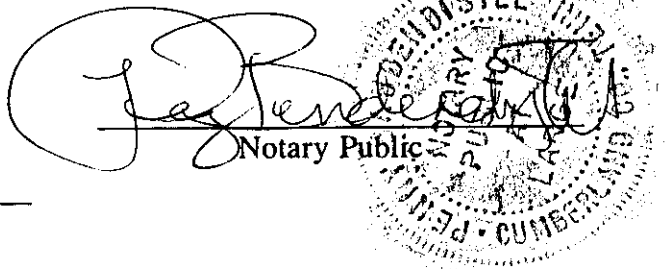


My Commission Expires 02-23-05

STATE OF TENNESSEE
COUNTY OF PUTNAM

PERSONALLY APPEARED before me, the undersigned authority, a Notary Public in and for said County and State, Fred Brown, with whom I am personally acquainted, and who upon oath, acknowledged himself/herself to be Chief Manager of DEER CREEK GOLF COMMUNITY, L.L.C., the within named bargainor, a limited liability company, and that he/she as such Chief Manager 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/herself as Chief Manager.

WITNESS MY HAND and official seal at office in Cookeville, Tennessee, this 7th day of February, 2003.



My Commission Expires: 02-23-05

State of Tennessee, County of CUMBERLAND
Received for record the 07 day of
FEBRUARY 2003 at 10:28 AM. (RECH 288235)
Recorded in official records GENERAL IN
Book 1127 pages 1755-1757
Notebook 14 Page 343
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 18.50, Total \$ 18.50,
Register of Deeds JUDY GRAHAM SWALLOWS
Deputy Register ADRIA C. WHITTENBURG

BK 1127 PG 1757