

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

Applicable to the Revised Plan of Cottonwood Estates Subdivision, of record in Plat Book 5, Pages 68, et seq., Register's Office of Williamson County, Tennessee.

THIS DECLARATION, made on the date hereinafter set forth, by John D. Whalley and Martin Construction Company, hereinafter referred to as "Declarants".

WITNESSETH:

WHEREAS, Declarants are the owners of the real property described in Article I of this declaration of covenants, conditions and restrictions, which declaration provides in Article VIII, Section 3 that said original declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners; and Article VIII, Section 5 provides that any amendment to the declaration of covenants, conditions and restrictions required the prior approval of the Federal Housing Administration or the Veterans Administration, and said approval having been given; and

WHEREAS, Declarants desire to create on said real property a residential community with permanent parks, playgrounds, open spaces, and other common facilities for the benefit of the same community; and

WHEREAS, Declarants desire to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, open spaces and other common facilities; and, to this end, desire to subject the real property described in Article I to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property, and each owner thereof; and

WHEREAS, Declarants have deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarants have caused to be incorporated under the laws of the State of Tennessee, as a non-profit corporation, THE COTTONWOOD ESTATES HOMEOWNERS' ASSOCIATION, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Declarants declare that the real property described in Article I hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants, conditions and restrictions") hereinafter set forth.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in Williamson County, Tennessee, and is more particularly described as follows:

BEING a 320.86, more or less, acre tract of land lying in the 6th Civil District of Williamson County, Tennessee, being a portion of the same property conveyed to Frank E. Gillette by deed from Amanda C. McEwen, a widow, of record in Deed Book 64, page 314, Register's Office for Williamson County, Tennessee, being the entire tract conveyed to Frank E. Gillette by deed from Sally H. Green and Lucy Horton, by deed of record in Deed Book 64, page 315, Register's Office for Williamson County, Tennessee, and being a portion of the same property conveyed to Frank E. Gillette by deed from R. M. Herbert, Clerk and Master, as of record in Deed Book 64, page 317, Register's Office for Williamson County, Tennessee.

BEGINNING at a point on the most westerly margin of Cotton Lane (as dedicated) said point being further described as being the most southeast corner of the Dillard Jacobs Property, as of record in Book 76, pages 425 and 426, and also being the most northeasterly corner of the herein-described tract; thence along the most westerly margin of Cotton Lane (as dedicated - 30 feet off centerline), South 3° 00' West, a distance of 561.68 feet to a point; thence continuing along said westerly margin South 4° 42' 44" West, a distance of 2195.40 feet to a point, said point further described as being the most northeasterly corner (as dedicated) of the Robert Herman Lane, et ux, property, as of record in Book 176, page 90, Register's Office for Williamson County, Tennessee; thence along said R. H. Lane's most northerly line, North 84° 08' 34" West, a distance of 314.52 feet to an existing iron post; thence continuing along said most northerly line, North 84° 42' 52" West, a distance of 306.23 feet to an existing iron post, said iron post being R. H. Lane's most northwesterly corner; thence along said R. H. Lane's most westerly line, South 10° 13' 45" West, a distance of 199.34 feet to an existing iron post; thence continuing along said R. H. Lane's westerly line, as of record in Book 164, page 385, Register's Office for Williamson County, Tennessee, along an existing fence line, South 13° 46' 14" West, a distance of 277.94 feet to a point in the centerline of the Harpeth River; thence with the centerline of the Harpeth River, the following courses and distances: North 66° 18' West, a distance of 100.00 feet; North 78° 06' West, a distance of 100.00 feet; South 87° 41' West a distance of 215.00 feet; North 85° 25' West, a distance of 128.00 feet; North 78° 40' West, a distance of 133.00 feet; North 69° 53' West, a distance of 119.00 feet; North 54° 04' West, a distance of 273.00 feet; North 63° 33' 33" West, a distance of 73.42 feet; South 88° 11' West, a distance of 100.00 feet; South 83° 23' West, a distance of 210.00 feet; South 78° 45' West, a distance of 181.00 feet; South 75° 40' West, a distance of 100.00 feet; South 71° 39' West, a distance of 258.00 feet; South 65° 43' West, a distance of 442.09 feet; South 56° 48' West, a distance of 188.00 feet; South 49° 39' West, a distance of 145.00 feet; South 64° 50' West, a distance of 137.00 feet; South 88° 26' West, a distance of 297.00 feet; South 81° 01' 27" West, a distance of 447.90 feet; South 71° 22' West, a distance of 387.00 feet; South 78° 03' West, a distance of 129.00 feet; South 85° 55' West, a distance of 259.00 feet; North 85° 59' West, a distance of 121.00 feet; South 88° 37' 16" West, a distance of 218.59 feet; North 82° 18' West, a distance of 100.00 feet; North 54° 25' West, a distance of 100.00 feet; North 29° 08' West, a distance of 100.00 feet; North 7° 12' West, a distance of 113.00 feet; North 0° 34' West, a distance of 225.00 feet; North 10° 50' 58" West, a distance of 309.46 feet; North 5° 22' West, a distance of 217.00 feet; North 0° 52' East, a distance of 215.00 feet; North 8° 28' East, a distance of 131.00 feet; North 15° 08' East, a distance of 138.00 feet; North 28° 52' East a distance of 102.00 feet; North 42° 07' 55" East, a distance of 201.52 feet; North 38° 02' East, a distance of 146.00 feet; North 24° 41' East, a distance of 215.00 feet; North 32° 19' East, a distance of 118.00 feet; North 25° 30' East, a distance of 100.00 feet; North 43° 18' East, a distance of 100.00 feet; North 61° 16' East, a distance of 98.00 feet; North 79° 26' East, a distance of 100.00 feet; South 87° 22' East, a distance of 460.12 feet; North 88° 33' East, a distance of 232.00 feet; South 85° 12' East, a distance of 116.00 feet; South 83° 45' East, a distance of 100.00 feet; North 75° 08' East 50.51 feet; thence leaving said River South 56° 39' 44" East 168.49 feet; thence South 35° 40' 16" West 173.18 feet to a point at the beginning

of a slight curve to the right; thence with said curve southwestwardly 137.08 feet to a point; thence South 56° 39' 44" East 372.34 feet to a point; thence North 32° 51' 40" East 309.56 feet to a point; thence North 33° 20' 16" East 325.0 feet to a point; thence North 56° 39' 44" West 413.36 feet to a point in the center line of the Harpeth River; thence with the center line of said Harpeth River North 38° 41' 00" East 12.26 feet; North 29° 30' East, a distance of 100.00 feet; North 16° 26' East, a distance of 100.00 feet; North 7° 19' West, a distance of 89.26 feet; thence leaving said centerline of the Harpeth River and running along the most southerly line of the Dillard Jacobs Property, North 65° 14' 18" East, a distance of 366.66 feet to a point; thence North 0° 12' 03" East, a distance of 222.47 feet to a point lying on the herein described tract's northerly line; thence along said northerly line and the property line of the Dillard Jacobs tract, as of record in Book 76, pages 425. and 426, Register's Office for Williamson County, Tennessee, South 86° 53' 03" East, a distance of 1359.12 feet to a corner post; thence North 3° 33' 57" East, a distance of 645.38 feet to a corner post; thence South 86° 58' 46" East, a distance of 1958.77 feet to the point of the beginning, and containing 320.86 acres, more or less.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Cottonwood Estates Homeowners' Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 3. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Being all of the land shown on the Revised Plan of Cottonwood Estates, recorded in the Office of the Register of Deeds for Williamson County, Tennessee, in Plat Book 5 pages 68, et seq., a copy of which is attached hereto as Exhibit "A", and designated "COMMON AREA" on said plan, but excluding all 484 individual building lots, streets and roads which shall be deeded to Williamson County, Tennessee and shall be maintained by the County, and sewage disposal plant and easements appurtenant thereto.

Section 4-A. "Common Area - Open Space". The Common Area shall not be used except for one or more of the following uses and purposes:

1. Recreational facilities, the primary purpose of which is to serve the residents of Cottonwood Estates.
2. Historic sites.
3. Parks and parkway areas.
4. Natural sites worthy of scenic preservation.

The Common Area shall remain permanently as open space and there shall be no subdivision of same. No building, structure or facility shall be placed, installed, erected or constructed in or on said Common Area unless it be purely incidental to one or more of the uses above specified, and unless prior approval of the Williamson County Planning Commission shall be obtained.

Notwithstanding any general or other provision providing for the amendment of this Declaration of Covenants, Conditions and Restrictions, no amendment shall be made affecting the Common Area without the consent and approval of the Williamson County Planning Commission. An Open Space Easement has been conveyed to Williamson County, Tennessee, of record in Book 210, page 638, Register's Office of Williamson County, Tennessee, so as to guarantee and insure that the said Common Area shall remain open space, with its uses, buildings, facilities, etc., limited as above specified, subject to and burdened by all public utility, drainage and access easements as shown on said Revised Plan of record and such other underground easements as may be in the future necessary and proper for the orderly development and/or extension of utilities, and such easements are specifically exempt from the uses and purposes above set forth.

Section 5. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map of the Properties, with the exception of the Common Area.

Section 6. "Declarants" shall mean and refer to John D. Whalley and Martin Construction Company, their heirs, successors and assigns, if such heirs, successors or assigns should acquire more than one undeveloped Lot from the Declarants for the purpose of development.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarants and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B members shall be the Declarants and shall be entitled to three votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;

(b) on January 1, 1983.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate 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 signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarants, for each lot owned within the Properties, hereby covenant, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be One Hundred Eighty Dollars (\$180.00) per lot for Class "A" members.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Declarants shall pay the sum of \$30.00 per lot per annum for each lot they own.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, ~~and the required quorum at the subsequent meeting shall be one-half~~ (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix 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 sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 1. No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Section will be deemed to have been fully complied with.

Section 2. In order to provide an orderly plan of construction and protect the common interest of the Lot Owner, the following listed restrictive covenants are hereby agreed upon and shall be covenants running with the land and shall be binding upon the Declarants and all subsequent Owners thereof, in any capacity whatsoever:

1. No lot shall be used except for residential purposes, but this shall not exclude the temporary use of a house for a showcase model home or temporary real estate sales office.

2. No residential structure on any lot shall be designed, constructed, or used for more than one (1) family.

3. No lots or lot as shown hereon shall again be subdivided, altered, or changed so as to produce less area than hereby established, unless otherwise approved by the Williamson County Planning Commission, and under no condition shall such lot or lots be made to produce less area than prescribed by this covenant and not more than one (1) residential building may be constructed or maintained on any one (1) lot.

4. No noxious or offensive operations shall be conducted or maintained on any lot, and nothing shall be done on any lot which may constitute a nuisance or unreasonable annoyance to the neighborhood.

5. No poultry, livestock or animals shall be allowed or maintained on any lot at any time; provided, however, this shall not preclude the keeping of dogs or cats, or other household pets, as such, provided further, however, that nothing shall permit the keeping or raising of dogs, cats or other animals for commercial purposes.

6. No trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. Further, no house trailer or such vehicle shall be stored on premises. No vacation trailer or camper can be stored on premises, and cannot be used as a residence, temporarily or permanently.

7. No building shall be constructed or maintained on any lot nearer the front of the lot than the set-back line, as shown on the recorded plan; provided open porches, either covered or uncovered, bay windows, steps or terraces, shall be permitted to extend in front of the set-back line, so long as the remaining portion of the structure does not violate the set-back line. Side-line total of 20 feet, but not less than 8 feet on either side. The rear yard line shall be a minimum of 15 feet.

The Declarants expressly reserve the right, with the approval of the Williamson County Planning Commission, and, as applicable, the Federal Housing Administration, and/or the Veterans Administration, to amend or alter the minimum set-back line as shown on said Plan.

8. A perpetual easement is reserved for each lot, as shown on the recorded plan, for the construction and maintenance of utilities, such as electricity, gas, water, drainage, etc., and no structure of any kind shall be erected or maintained upon or over said easement.

9. It shall be obligatory upon all owners of lots in this subdivision, which is in Williamson County, Tennessee, to construct or place any driveways, culverts, or other structures, or gradings, which are within the limits of any dedicated roadways, in strict accordance with the specifications therefor, as set forth on the recorded plan of subdivision as identified above, in order that the roads or streets, which may be affected by such placement, or construction, may not be disqualified for acceptance into the road system of the Williamson County Highway Department.

10. No residence shall be maintained on any lot unless the same be connected with, and served with, water and sewer from the water and sewer supply mains provided in this subdivision.

11. In the event the plans call for a garage door facing the front of a structure, the door and/or doors must be designed to coincide with the architectural decor of the structure, and must meet with the approval of the developer. An electric garage-door mechanism must be used, and the door and/or doors must be kept closed at all times except when leaving or entering.

~~12. The Declarants, or their assigns, reserve the right to enter upon any lot for the purpose of cutting grass and cleaning up such lot, if the same be reasonably required, charging the expenses thereof, which shall become a lien upon the lot.~~

13. Any residence erected on any lot, as shown on said plan, shall have a minimum living area, exclusive of any carport or garage, as follows:

- (a) One floor plan, with attached garage or carport, 1,500 square feet.
- (b) One floor plan, with garage in basement (this includes a plan with finished room or rooms over the garage), 1,600 square feet.
- (c) Split level, 1,800 square feet.
- (d) Two storey, 1,800 square feet.
- (e) A house may have a detached garage, if plans are approved by the Architectural Control Committee.

14. All buildings or structures of any kind constructed on any lot shall have full masonry foundations, and no exposed block, concrete or plastered foundations shall be exposed to the exterior above grade level.

15. Any portions of a residence which is to be used as living quarters must have a finished floor elevation of not less than 611.9 feet above mean sea level, with the exception of lots 25 through 55, inclusive, on which the finished floor elevation shall be not less than 613.2 feet above mean sea level. No garage or basement of any residence shall be constructed with a finished floor elevation of less than 610 feet above mean sea level, with the exception of lots 25 through 55, inclusive, on which the finished floor elevation shall be not less than 611.3 feet above mean sea level. Any such garage or basement which is used or converted into living quarters shall have a finished floor elevation of not less than 611.9 feet above mean sea level, with the exception of lots 25 through 55, inclusive, on which the finished floor elevation shall be not less than 613.2 feet above mean sea level.

16. No old house shall be permitted to be brought into the subdivision and to be placed or erected on any lot.

17. No clothes line or radio and television antennas shall be permitted in any yard or attached to the exterior of the house in any manner. All garbage and trash receptacles shall be concealed underground.

18. Overhang easements, as shown on the recorded plan, shall be for the purpose of permitting overhead wires and cables of public utilities, such as electric, telephone, telegraph, etc.

19. Drainage easements as shown on the recorded plat shall be for the purpose of construction, maintaining, opening or widening storm drains, and open ditches.

20. The right is expressly reserved to the Declarants and the owners of this subdivision, their representatives, heirs, successors and assigns, to construct all streets, roads, alleys or other public ways as now, or hereafter may be, shown on this Plan of Subdivision, at such grades or elevations as they, in their sole discretion, may deem proper; and, for the purpose of constructing such streets, roads, alleys or public ways, they additionally shall have an easement, not exceeding ten (10) feet in width, upon and along each adjoining lot, for the construction of proper bank slopes in accordance with the specifications of the governmental body or agency having jurisdiction over the construction of public roads; and no owner of any lot in this subdivision shall have any right of action or claim for damages against any one on account of the grade or elevation at which such road, street, alley or public way may hereafter be constructed, or on account of the bank slopes constructed within the limits of the said ten (10) foot easement.

ARTICLE VII

EXTERIOR MAINTENANCE

In the event an owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. 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, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands and seals this 19th day of May, 1975.

DECLARANTS:

John D. Whalley
John D. Whalley

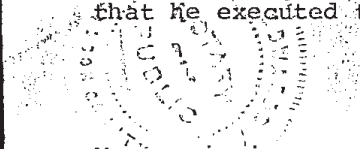
MARTIN CONSTRUCTION COMPANY

By: Martin L. Zeitlin
Martin L. Zeitlin

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

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



Nancy Edwards
Notary Public

My commission expires: 2/4/79

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, Nancy Edwards, a Notary Public of the State and County aforesaid, personally appeared Martin L. Zeitlin, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of Martin Construction Company, the within named bargainer, 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 himself as President.

Witness my hand and seal, at office in Nashville, Tennessee, this 19th day of May, 1975.



Nancy Edwards
Notary Public

My commission expires: 2/4/79

00759

WILLIAMSON COUNTY -- STATE OF TENNESSEE
 Received for record the 12 day of July 1975
 at 11:35 o'clock am Noted in Note Book 23 page 359
 and Recorded in Book No. 244 page 744 State Tax
 Paid _____ Recording Fee 20.00 Total _____
 _____ Witness my hand
 _____, Registrar

J. D. Bennett

