This Instrument
Prepared By:
Cecil D. Pigg, Attorney
916 J.C. Bradford Building
Nashville, Tennessee 37219

DECLARATION

OF BOOK 4892 PAGE 689

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

ROLLING RIVER ESTATES, INC.

THIS DECLARATION, made on the date hereinafter set forth by Poplar Creek Corporation, a Tennessee Corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Nashville, County of Davidson, State of Tennessee. Said property is more particularly described as:

FEB28'75 MISC A* 28.00 * 28.00

A tract of land in the 35th Councilmanic District of Metropolitan Nashville and Davidson County, Tennessee, described according to a drawing of a survey made by Southern Land Surveying Co., Inc., dated April 23, 1974. Bounded generally on the South by Poplar Creek Road, W. P. Griffin property and William C. Ogburn, et ux property, on the West by Reece T. Adkisson et ux property, James D. Abernathy, et ux property, and Leo J. Caillouette et ux property, on the North by land belonging to Poplar Creek Corporation, reserved for future development, and on the East by Mrs. Cora M. Carter Estate property and Cecil D. Branstetter et ux property and more particularly as follows:

Beginning at a point on the North margin of Poplar Creek Road, approximately 4,400 feet from the intersection of said North margin and the West margin of Old Harding Pike, being the Southeast corner of said tract and the Southwest corner of the Cecil D. Branstetter et ux property; thence with said North margin of Poplar Creek Road North 81 degrees 49 minutes 36 seconds West 287.90 feet to a point; thence along a curve to the left (Radius = 843.57 feet) 76.10 feet to a point, said point being the Southeast corner of the William C. Ogburn et ux property; thence leaving said North margin of Poplar Creek Road and travelling the East line of said Ogburn property North 07 degrees 57 minutes 09 seconds West 360.00 feet to a point, said point being the Northeast corner of said Ogburn property; thence along the North line of said Ogburn property South 79 degrees 22 minutes 27 seconds West 380.00 feet to a point, said point being the Northwest corner of said Ogburn property and the Northeast corner of the W. P. Griffin property; thence along the North line of said W. P. Griffin property South 85 degrees 53 minutes 20 seconds West 354.00 feet to a point, said point being the Northwest corner of said W. P. Griffin property; thence along the W. P. Griffin West line South 04 degrees 04 minutes 47 seconds East 389.39 feet to a point on the North margin of Poplar Creek Road, said point being the Southwest corner of said W. P. Griffin property; thence with said North margin along a curve to the right (Radius - 1,110.86 feet) 144.80 feet to a point, said point marking a break in said North margin; thence with said break South 02 degrees 42 minutes 24 seconds West 10.00 feet to a point, said point marking the end of said break; thence along said North margin of Poplar Creek Road North 87 degrees 17 minutes 36 seconds West 493.70 feet to a point; thence along a curve to the right (Radius = 691.28 feet) 227.43 feet to a point; thence North 68 degrees 26 minutes 36 seconds West 146.8 feet to a point; thence along a curve to the

left (Radius = 741.37 feet) 117.64 feet to a point, said point being the Southwest corner of the described tract and falling in the Easterly margin of an 18 foot public road; thence leaving this point and continuing along the Easterly margin of said public road North 03 degrees 52 minutes 31 seconds East 1,279.05 feet to a point; thence continuing with said road North 02 degrees 50 minutes 56 seconds West 736.02 feet to a point, said point being the Northwest corner of the described tract; thence continuing in an Easterly direction along the Southern margin of the said public road North 89 degrees 48 minutes 48 seconds East 302.28 feet to a point; thence leaving said margin of the 18 foot public road South 36 degrees 19 minutes 15 seconds East 378.00 feet to a point; thence South 11 degrees 27 minutes 11 seconds East 106.71 feet to a point; thence South 27 degrees 21 minutes 00 seconds East 163.25 feet to a point; thence South 73 degrees 16 minutes 13 seconds East 180.65 feet to a point; thence South 77 degrees 22 minutes 39 seconds East 265.41 feet to a point; thence South 03 degrees 21 minutes 59 seconds East 102.18 feet to a point; thence South 48 degrees 23 minutes 24 seconds East 203.30 feet to a point; thence North 75 degrees 38 minutes 19 seconds East 213.68 feet to a point; thence South 83 degrees 36 minutes 57 seconds East 143.89 feet to a point; thence South 11 degrees 18 minutes 36 seconds East 152.97 feet to a point; thence South 54 degrees 51 minutes 57 seconds East 165.08 feet to a point; thence 82 degrees 05 minutes 34 seconds East 181.73 feet to a point; thence North 70 degrees 35 minutes 58 seconds East 368.27 feet to a point, said point being the Northeast corner of the described tract and falling in the Westerly margin of the Cecil D. Branstetter property; thence continuing with said property line between Cecil D. Branstetter property and Rolling River Estates, Section I, South 04 degrees 25 minutes 57 seconds West 1,121.41 feet to the point of beginning and containing 66.67 acres more or less.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Rolling River Estates, Inc., a non-profit corporation under the laws of the State of Tennessee, incorporated and organized for the purpose of owning, maintaining and administering the Association properties and facilities and administering and enforcing the covenants and restrictions related thereto.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to

any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore 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:

TRACT I:

Beginning at a point 300 feet from the North margin of Poplar Creek Road, being the Southeast corner of said tract and falling in the Westerly property line of the Cecil D. Branstetter property; thence North 83 degrees 46 minutes 52 seconds West 427.9 feet along the rear of lots 33, 34 and 35 to a point, said point being in the East line of the W. C. Ogburn property; thence North 07 degrees 57 minutes 09 seconds West 60 feet to a point, said point being the Northeast corner of the said Ogburn property; thence along the North line of said Ogburn property South 79 degrees 22 minutes 27 seconds West 380 feet to a point, said point being the Northwest corner of the Ogburn property and the Northeast of the W. P. Griffin property; thence along the North line of said W. P. Griffin property South 85 degrees 53 minutes 20 seconds West 354.0 feet to a point, said point being the Northwest corner of the W. P. Griffin property; thence South 85 degrees 53 minutes 20 seconds West 05 feet to a point; thence North 85 degrees 25 minutes 19 seconds West 300.78 feet along the rear of lots 41 and 42 to a point; thence in a Westerly direction 118.97 feet along the rear of lot 40 to a point in the Easterly margin of Rolling River Parkway; thence in a Northerly direction along a curve (Radius = 688.54 feet) 25 feet to a point; thence in an Easterly direction 110.0 feet along the rear of lot 44 to a point; thence North 86 degrees 01 minute 52 seconds East 285.3 feet along the rear of lots 45, 46 and 47 to a point; thence North 61 degrees 10 minutes 00 seconds East 251.0 feet along the rear line of lots 48 and 49 to a point; thence North 41 degrees 30 minutes 00 seconds East 115.0 feet along the rear of lot 50 to a point; thence along the Northerly line of lot 50 168.33 feet to a point, said point being in the Easterly margin of Bell Chase Drive; thence with a curve to the left (Radius = 274.21 feet) 25 feet to a point; thence 187.95 feet along the Southerly line of lots 64 and 65 to a point; thence South 50 degrees 08 minutes 39 seconds East 218.67 feet along the rear line of lots 66, 67 and 68 to a point; thence South 73 degrees 00 minutes 23 seconds East 194.94 feet along the rear of lot 69 to a point; thence North 74 degrees 27 minutes 25 seconds East 193.4 feet along the rear line of lot 70 to a point; thence North 21 degrees 17 minutes 30 seconds East 181.56 feet along the rear line of lot 71 to a point; thence North 27 degrees 48 minutes 31 seconds West 189.62 feet along the rear line of lot 72 to a point; thence North 55 degrees 30 minutes 00 seconds West 427.17 feet along the rear line of lots 73, 74, 75 and 76 to a point; thence North 70 degrees 27 minutes 47 seconds West 335.0 feet along the rear line of lots 77, 78, 79 and 80 to a point; thence North 77 degrees 30 minutes 00 seconds West 123.0 feet along the rear line of lot 81 to a point; thence South 85 degrees 00 minutes 00 seconds West 260.0 feet along the rear line of lots 82 and 83 to a point; thence South 70 degrees

32 minutes 13 seconds West 130.0 feet along the rear line of lot 84 to a point; thence North 19 degrees 27 minutes 47 seconds West 288.0 feet along the rear line of lots 87, 88 and 89 to a point; thence North 02 degrees 01 minute 27 seconds West 82 feet along the rear line of lot 90 to a point; thence South 87 degrees 58 minutes 33 seconds West 204.07 feet along the Northerly margin of lot 90 to a point, said point being in the Easterly margin of Rolling River Parkway; thence North 02 degrees 01 minute 27 seconds West along the Easterly margin of Rolling River Parkway to a point; thence leaving the Easterly margin of Rolling River Parkway North 87 degrees 58 minutes 33 seconds East 200 feet along the Southerly margin of lot 91 to a point; thence North 02 degrees 01 minute 27 seconds West 200.0 feet along the rear of lots 91 and 92 to a point; thence North 14 degrees 01 minute 30 seconds East 86.5 feet along the rear of lots 93 and 94 to a point; thence 203.03 feet along the Northerly margin of lot 94 to a point in the Easterly margin of Rolling River Parkway; thence with said margin and with a curve to the right (Radius = 299.84 feet) 90.82 feet to a point; thence South 36 degrees 19 minutes 15 seconds East 299.84 feet to a point; thence South 11 degrees 27 minutes 11 seconds East 106.71 feet to a point; thence South 27 degrees 21 minutes 00 seconds East 163.25 feet to a point; thence South 73 degrees 16 minutes 13 seconds East 180.65 feet to a point; thence South 77 degrees 22 minutes 39 seconds East 265.41 feet to a point; thence South 03 degrees 21 minutes 59 seconds East 102.18 feet to a point; thence South 48 degrees 23 minutes 24 seconds East 203.30 feet to a point; thence North 75 degrees 38 minutes 19 seconds East 213.68 feet to a point; thence South 83 degrees 36 minutes 57 seconds East 143.89 feet to a point; thence South 11 degrees 18 minutes 36 seconds East 152.97 feet to a point; thence South 54 degrees 51 minutes 57 seconds East 165.08 feet to a point; thence North 82 degrees 05 minutes 34 seconds East 181.73 feet to a point; thence North 70 degrees 35 minutes 58 seconds East 368.27 feet to a point; said point being the Northeast corner of Section 1; thence South 04 degrees 25 minutes 57 seconds West 821.14 feet to a point, said point being the beginning of the description of Common Area Number One in Section One of Rolling River Estates and containing 16.32 acres more or less.

TRACT II:

Beginning at a point in the North margin of Poplar Creek Road, said point being the Southeast corner of Lot Number 2 and being 165.4 feet from the Southwest corner of Section 1, Rolling River Estates; thence North 21 degrees 33 minutes 24 seconds East 165 feet along the Easterly line of Lot 2 to a point; thence North 69 degrees 10 minutes 42 seconds West 219.6 feet along the rear line of Lots 1 and 2 to the Easterly margin of a 18 foot Public Road; thence North 03 degrees 52 minutes 31 seconds East 939.77 feet to a point, said point being the Southwest corner of Lot 26; thence South 19 degrees 27 minutes 47 seconds East 188.91 feet along the rear line of Lots 25 and 24 to a point; thence in a Westerly direction 59.10 feet along the Northerly line of Lot 22 to a point; thence South 03 degrees 52 minutes 31 seconds West 195.0 feet along the rear line of Lot 21 to a point; thence South 25 degrees 08 minutes 44 seconds East 175.28 feet along the rear line of Lot 20 to a point; thence North 84 degrees 13 minutes 35 seconds East 151.74 feet to a point; thence North 70 degrees 32 minutes 13 seconds East 193.79 feet along the rear line of Lots 19 and 18 to a point; said point being in the Westerly margin of Rolling River Parkway; thence South 19 degrees 27 minutes 47 seconds East 25 feet to a point; thence leaving the Westerly margin of Rolling River Parkway South 70 degrees 32 minutes 13 seconds West 206.72 feet along the rear line of Lots 17 and 16 to a point; thence South 84 degrees 13 minutes 35 seconds West 152.89 feet along the rear line of Lot 15 to a point; thence South 28 degrees 13 minutes 30 seconds West 185.81 feet to a point; thence South 17 degrees 10 minutes 30 seconds East 184.66 feet along the rear line of Lot 13 to a point; thence South 62 degrees 23 minutes 00 seconds East 184.33 feet along the rear line of Lot 12 to a point;

thence North 68 degrees 39 minutes 30 seconds East 172.45 feet along the rear line of Lot 11 to a point; thence South 02 degrees 42 minutes 24 seconds West 96 feet to a point; said point being the Northwesterly corner of Lot 6; thence North 87 degrees 17 minutes 36 seconds West 160 feet along the rear line of Lots 4 and 3; thence South 21 degrees 33 minutes 24 seconds West 169.15 feet along the Westerly line of Lot 3 to a point; thence North 68 degrees 26 minutes 36 seconds West 50 feet along the Northerly margin of Poplar Creek Road to the point of beginning and containing approximately 1.041 acres more or less.

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

Section 6. "Declarant" shall mean and refer to Poplar Creek Corporation, a corporation of the State of Tennessee, having its principal office at 3250 Dickerson Road, Nashville, Tennessee, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any lot, excluding however, those persons having such interest merely as security for the performance of an obligation.

Section 8. "Mortgage" shall mean and refer to any security instrument by means of which title to property is conveyed or encumbered to secure a debt including but without limiting the generality of the foregoing, Security Deeds and Deeds to Secure Debt.

Section 9. "Mortgagee" shall mean and refer to any one or more persons who hold a recorded or unrecorded mortgage or mortgages.

ARTICLE II

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 By-Laws, 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 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 Declarant 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 member(s) shall be the Declarant and shall be entitled to three (3) 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, or

(b) on January 1, 1980.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, 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 attorney's 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 attorney's 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, and of the homes situated upon the Properties.

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.

(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.

Section 4. Special Assessment 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 send 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 6 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.

ARTICLE V

ARCHITECTURAL CONTROL

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, height, 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 Article will be deemed to have been fully complied with.

ARTICLE VI

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. It is the intention of Declarant to bring additional properties within the scheme of this Declaration. Accordingly, a general plan of development has been filed with the Federal Housing Administration. Said general plan shows that the total development is divided into three (3) phases. The first phase consists of the aforestated property which is dedicated in this Declaration. It is contemplated that Sections One and Two shall become additions to the existing property and subject to this Declaration. These additions shall be in accord with the aforesaid general plan of development. The property included as a part of the general plan and to be added to this declaration is described as follows:

Beginning at a point 302.28 feet East of the Northwest corner of Section 1, Rolling River Estates, said point being the Southwest corner of the described tract at a point on the East line of the Leo J. Caillouette property; thence with the East line of the Caillouette property North 00 degrees 58 minutes 58 seconds West 768.38 feet to a point, said point being in the Harpeth River; thence with a line following the path of said river North 89 degrees 55 minutes 00 seconds East 346.87 feet to a point; thence North 82 degrees 55 minutes 00 seconds East 360.0 feet to a point; thence North 65 degrees 55 minutes 00 seconds East 150.0 feet to a point; thence North 25 degrees 55 minutes 00 seconds East 280.0 feet to a point North 18 degrees 55 minutes 00 seconds East 170.0 feet to a point; thence North 25 degrees 55 minutes 00 seconds East 330.0 feet to a point; thence North 12 degrees 54 minutes 54 seconds East 271.83 feet to a point; said point being the Northwest corner of said tract and the Southwest corner of the Joseph L. Lackey, Jr. property; thence leaving said Harpeth River and traveling along the South line of said Lackey property South 86 degrees 25 minutes 47 seconds East 1,464.0 feet to a point, said point being the Northeast corner of said tract and the Northwest corner of the Jennie Pittman Brown property; thence with the West line of said Brown property South 22 degrees 42 minutes 06 seconds West 1,260.6 feet to a point; thence South 04 degrees 41 minutes 05 seconds West 716.91 feet to a point; thence South 04 degrees 26 minutes 02 seconds West 851.42 feet to a point, this point being

in the North property line of the Cecil D. Branstetter property; thence North 86 degrees 21 minutes 32 seconds West 108.43 feet to a point; thence South 70 degrees 35 minutes 58 seconds West 368.27 feet to a point; thence South 82 degrees 05 minutes 34 seconds West 181.73 feet to a point; thence North 54 degrees 51 minutes 57 seconds West 165.08 feet to a point; thence North 11 degrees 18 minutes 36 seconds West 152.97 feet to a point; thence North 83 degrees 36 minutes 57 seconds West 143.89 feet to a point; thence South 75 degrees 38 minutes 19 seconds West 213.68 feet to a point; thence North 48 degrees 23 minutes 24 seconds West 203.30 feet to a point; thence North 03 degrees 21 minutes 59 seconds West 102.18 feet to a point; thence North 77 degrees 22 minutes 39 seconds West 265.41 feet to a point; thence North 73 degrees 16 minutes 13 seconds West 180.65 feet to a point; thence North 27 degrees 21 minutes 00 seconds West 163.25 feet to a point; thence North 11 degrees 27 minutes 11 seconds West 106.71 feet to a point; thence North 36 degrees 19 minutes 15 seconds West 378.0 feet to a point; said point being the point of beginning and containing 112.27 acres more or less.

The additions authorized under this and the succeeding subsection shall be made by filing of record a Supplementary Declaration of covenants and restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration and for which approval must be obtained by FHA. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the Existing Property.

The addition authorized hereunder may be annexed by the Declarant without the consent of members within Six years of the date of this instrument provided that FHA determines that the annexation is in accord with the general plan heretofore approved by them.

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.

Section 6. Use and Building Restrictions. All lots in ROLLING RIVER ESTATES are subject to Use and Building Restrictions of record in Book 4788, page 950, and as amended in Book _____, page _____, Register's Office for Davidson County, Tennessee, and said Restrictions are incorporated by reference into these covenants as fully as though copied herein.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 24th day of February, 1975.

POPLAR CREEK CORPORATION
Declarant

BY: Walter B. Williams
Walter B. Williams, President

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Walter B. Williams, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of the Poplar Creek Corporation, the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal, at office in Nashville, Tennessee, this 24th day of January, 1975.

Gail Pierce
Notary Public

My commission expires:

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

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CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Rolling River Estates, Inc. Association, a Tennessee Corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 17th day of October, 1974.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 24th day of January, 1974.

Harold A. Morris
Secretary

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Sworn to and subscribed before me this 24 day of January, 1975.

Gail Perry
Notary Public

My commission expires:

STATE OF TENNESSEE NOTARY PUBLIC AT LARGE

C89069

IDENTIF. REFERENCE

FEB 28 11 29 AM '75

REGISTER DAVIDSON COUNTY, TENN.