Prepared By:
John R. Parker
Attorney at Law
Suite 105, Stahlman Building
Nashville, Tennessee 37201

BOOK 5302 PAGE 546

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CEDARWOOD COURTYARD HOMES, INC.

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter sometimes referred to as "Declaration") is made and published this 1st day of May, 1978, by and between CEDARWOOD COURTYARD HOMES, INC., (hereinafter sometimes referred to as "Developer") and any and all persons, firms or corporations hereafter acquiring any of the within described property.

W I T N E S S E T H :

WHEREAS, Developer is the owner of a subdivision in the County of Davidson, State of Tennessee, known as CEDARWOOD COURTYARD HOMES, as shown upon a plan of record in Book 5200, pages 60861, Register's Office for said County, and more particularly described in attached Exhibit "A".

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WHEREAS, it is in the best interest of Developer, as well as to the benefit, interest and advantage of each and every person or other entity hereafter acquiring any of the within described property that certain covenants, conditions and easements, assessments, liens and restrictions governing and regulating the use and occupancy of the same be established, fixed and set forth and declared to be covenants running with the land; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities and the desirability and attractiveness of the real property in this development; and for the continued maintenance and operation of such common areas as may be provided;

NOW, THEREFORE, in consideration of the premises, the Developer agrees with any and all persons, firms, corporations or other entities hereafter acquiring any of the property hereinafter described, that the same shall be and is hereby subject to the following restrictions, covenants, conditions, easements, assessments and liens (all hereafter collectively referred to as "Restrictions") relating to the use and occupancy thereof, said Restrictions to be construed as covenants

running with the land which shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and which shall inure to the benefit of each owner thereof. Every person or other party hereafter acquiring any of the within described properties made subject to this Declaration, by acceptance of a deed to any interest in or to said property, shall take such property interest subject to this Declaration, and to the terms and conditions hereof and shall be deemed to have assented to same.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration or any supplemental declaration hereto (unless the context shall prohibit) shall have the following meanings:

1. "Association" shall mean and refer to Cedarwood Courtyard Homeowners Association, Inc., a nonprofit corporation to be organized and existing under the laws of the State of Tennessee, its successors and assigns.

2. "Common Area (s)" shall mean and refer to any and all real property including the improvements thereto owned by the Association, or such other property to which the Association may hold legal title whether in fee or for a term of years, for the non-exclusive use, benefit and enjoyment of the members of the Association subject to the provisions of this Declaration, such Common Areas to include, without limitation, streets, sidewalks and other passageways, parks, walls and fences, green areas, identity signs, service courts, and all other areas within the property but excluding all individual building lots. The "Common Area" to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All of that property shown on the Plan of record in Book 5200, pages 60 & 61, Register's Office for Davidson County, Tennessee, except that property designated thereon as "Lots".

3. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions applicable to the property which is recorded in the Register's Office for Davidson County, Tennessee.

4. "Developer" shall mean and refer to Cedarwood Courtyard Homes, Inc. its successors and assigns.

5. "Site" or "Lot" shall mean and refer to any plot of land to be used for residential purposes and so designated on a subdivision plat of this property, which shall be public record in the Register's Office for Davidson County, Tennessee.

6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee interest in any Site which is a part of this development, excluding, however, those parties having such interest merely as a security interest for the performance of an obligation.

7. "Properties" shall mean and refer to any and all of that certain real property now or which may hereafter be brought within that certain residential subdivision being developed by Developer in Nashville, Davidson County, Tennessee, which subdivision is and shall be commonly known as Cedarwood Courtyard Homes.

8. "Member" shall mean and refer to any person or persons who shall be an owner and, as such, shall be a member of the Association.

9. "Person" shall mean and refer to a natural person as well as a corporation, partnership, firm, association, trust or other legal entity. The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural where the context so requires.

10. "Cedarwood Courtyard Homes" shall mean and refer to that certain residential community known as Cedarwood Courtyard Homes, which is being developed on real property now owned by Developer in Nashville, Davidson County, Tennessee, together with such additions thereto as may from time to time be designated by Developer whether or not such properties are contiguous with or adjoining the boundary lines of Cedarwood Courtyard Homes as shown on the subdivision plat referred to hereinabove.

ARTICLE II

PROPERTIES SUBJECT TO THIS DECLARATION

Section One. The property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Nashville, Davidson County, Tennessee, and is more particularly described and shown on the residential plan of Cedarwood Courtyard Homes consisting of lot numbers 1-24 and the Common Areas shown thereon. Only those lots and the Common Areas are made subject to this Declaration, provided, however, Developer reserves the right to subject other real property, both lots and Common Areas, to the restrictions set forth herein as provided below.

Section Two. Without further assent or permit, Developer hereby reserves the right, exercisable from time to time, to subject other real property to the restrictions set forth herein, in order to extend the scheme of this Declaration to other property to be developed as part of Cedarwood Courtyard Homes and thereby to bring such additional properties within the jurisdiction of the Association.

The additions herein authorized shall be made by filing of record one more supplementary Declarations in respect to the properties to be then subject to this Declaration and which shall extend the jurisdiction of the Association to such property and thereby subject such addition to assessment for their just share of the Association's expenses. Each supplementary Declaration may contain such complementary additions and modifications of the Covenants, Conditions and Restrictions contained herein as may be necessary to reflect the different character of the added properties; provided, however, and such supplemental Declaration or any such other Declaration shall not revoke or otherwise amend the provisions of this Declaration as this Declaration pertains to the properties subjected hereto.

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section One. Membership. 1. Every person or entity who is the Owner of record of a fee interest in any lot within the Properties shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, By-Laws, rules and regulations. The foregoing is not intended to include persons or entities who hold an interest in any lot merely as security for the performance of an obligation. Ownership of such lot shall be the sole qualification for membership. When any lot is owned of record in tenancy by the entireties or tenancy in common or by some other legal entity, membership as to such lot shall be joint and the right of such membership (including the voting power arising therefrom) shall be exercised only as stipulated in Section Two herein below.

2. During any period in which a member shall be in default in the payment of any annual, special or other periodic assessment levied by the Association, the voting rights and right to the use of the Common Areas or any other facilities which the Association may provide may be suspended by the Board of Directors until such assessment is paid. In the event of violation by a member of any rules or regulations established by the Board of Directors, such member's voting and use rights may be suspended by the Board after a hearing at which the general requirements of due process requirements shall be observed. Such hearing shall only be held by the Board (or a committee thereof) after giving member ten (10) days prior written notice specifying each alleged violation and setting the time, place and date of the hearing. Determination of any violation shall be made by a majority vote of the Board or the committee thereof.

3. No membership or initiation fee shall be charged, nor shall Members be required to pay at any time any amount to carry on the business of the Association except to pay when due the charges, assessments and special assessments levied upon each Member's Lot as specified in the Declaration, the By-Laws, or as the Developer or the Directors of the Association may from time to time hereafter adopt.

Section Two. Voting and Voting Rights. 1. The voting rights of the membership shall be appurtenant to the ownership of the lot. There shall be two classes of voting memberships.

A. Class A. Class A members shall be all owners except Developer and be entitled to one (1) vote for each lot owned.

When two or more persons hold an interest (other than a leasehold or security interest) in any lot, all such persons shall be Members. The vote for such lot shall be exercised by one of such persons as proxy and nominee for all persons holding an interest in a Lot and in no event shall more than one (1) vote be case with respect to any lot.

B. Class B. Class B members shall be the Developer, and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease to exist and shall be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:
1. When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or
2. on January 1, 1982.

2. Any member who is delinquent in the payment of any charges duly levied by the Association against a Lot owned by such Member shall not be entitled to vote until all such charges, together with such reasonable penalties as the Board of Directors of the Association may impose, have been paid.

3. Members shall vote in person or by proxy executed in writing by the Member. No proxy shall be valid after eleven (11) months from the date of its execution or upon conveyance by the Member of his Lot. A corporation Member's vote shall be cast by the President of the Member corporation or by any other officer or proxy appointed by the President or designated by the Board of Directors of such corporation.

4. Voting on all matters except the election of directors shall be by voice vote or by show of hands unless a majority of the Members of each Class present at the meeting shall, prior to voting on any matter, demand a ballot vote on that particular matter. Where directors or officers are to be elected by the Members, the solicitation of proxies for such elections may be conducted by mail.

5. The Developer shall have at least one (1) representative on the Board during the first five (5) years after the date hereof.

6. Upon the filing of supplements to this Declaration which add additional properties to the development, either in the form of additional Common Areas or additional Lots, or both, the time period specified above in Section 5 of this Article III shall be extended to run for the full period of five (5) years following the date of each such supplement.

ARTICLE IV

COMMON AREA PROPERTY RIGHTS

Section One. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area, including any Common Areas which may be added in subsequent Phases of, or by supplements hereto, which shall be appurtenant to and shall pass with the title for every Lot subject to the provisions of this Declaration and the Charter and By-Laws of the Association, including, but not limited to, the following:

1. The right of the Association to limit the use of the Common Area to Owners, their families, and guests;

2. The right of the Association to suspend the voting and enjoyment rights of an Owner for any period during which any assessment against his Lot remains unpaid, or for a period not to exceed 60 days for any infraction of its published rules and regulations:

3. 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 the Members entitled to at least two-thirds (2/3) of the votes appurtenant to Class A membership and Class B membership agree to such dedication or transfer and signify their agreement by a signed and recorded written document, provided that this paragraph shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of electrical, telephone, cablevision, water and sewerage, utilities and drainage facilities upon, over, under and across the Common Area without the assent of the membership when such easements are requisite for the convenient use and enjoyment of the Properties.

Section Two. The right and easement of enjoyment granted to every Owner in Section One of this Article may be exercised by members of the Owner's family. An Owner may, with the approval of the Board of Directors of the Association, delegate his rights of enjoyment in the Common Area to his tenants who occupy the residence of the Owner within the Properties.

Section Three. Every Owner shall have an interest in all of the property owned by the Association as is represented by the ratio of the number of votes to which said Member is entitled to the total number of votes, both Class A and Class B Members, in the Association.

ARTICLE V

COVENANT FOR MAINTENACE ASSESSMENTS

Section One. Monthly or Annual Assessment for Maintenance Fund. The Developer, for each lot owned within the Properties, and every Owner covenants, and each subsequent Owner of any such Lot, by acceptance of a deed therefor, whether or not it is so expressed in such deed, is deemed to covenant and agree to pay to the Association monthly or annual assessments or charges for the creation and continuation of a maintenance fund in the amount hereinafter set forth, which may be levied by the Board of Directors of the Association and to pay such special assessments for capital improvements as may be established and collected as herein provided.

Section Two. Purpose of Assessments. The maintenance assessments levied by the Association shall be used to provide funds for such purposes as the Association may determine are for the benefit of its Members, which purposes shall include maintenance, landscaping and beautification of the Common Areas, maintenance of all walkways, streets and passage ways, walls and fences constructed by Developer, and maintenance of all landscaped areas, including the yards of the Members, excepting only enclosed courtyards. Funds may also be used to provide other services for the Association Members to promote the health, safety and welfare of the residents of the community and in particular for the acquisition, improvement and maintenance of properties, services and facilities related to the use and enjoyment of the Common Area, including but not limited to the cost of repair, replacement and additions thereto; the employment of general manager and other personnel; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Area; the procurement and maintenance of insurance; the employment of attorneys, accountants and other personnel whom the Directors may determine to be useful; the employment of security personnel to provide any service which is not readily available from any governmental authority; and such other needs as may arise.

Section Three. Creation of the Lien and Personal Obligation of Assessment. In order to secure payment at and after due date, as each assessment becomes due there shall arise a continuing lien and charge against each Lot, the amount of which shall include costs and reasonable attorney's fees to the extent permissible by law. Each such assessment, together with such 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; such personal obligation shall not pass to successors in title unless expressly assumed by them, provided such assumption shall not relieve such owner of such obligation if the same is not paid when due by the successor assuming it.

Section Four. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure in 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 Five. Exempt Property. The assessments, charges and liens created under this Article V shall not apply to the Common Area, nor shall it apply to any lot, the title to which is vested either in any first mortgagee subsequent to foreclosure; provided, however, that upon the resale of such property by such first mortgagee the assessment herein provided shall again commence and accrue and shall be fully applicable to such lot upon the conveyance to any subsequent Owner. Any lot which Developer may hereafter designate for common use as part of the Common Area or otherwise shall be exempt from the assessments and charges created herein. In addition, all property dedicated to and accepted by a local public authority, all land granted to or used by utility company shall be exempt from such assessments.

Section Six. Assessments Prior to Formation of the Association. The Developer shall have authority, from and after, to assess all lots within the development, prior to the conveyance of the first lot to an Owner, provided that the maximum assessment, per month shall not exceed Twenty [redacted] Dollars per lot during the first year, provided further that this authority shall expire, in any event, six (6) years from the date hereof.

Section Seven. Special Assessments. In addition to the monthly or annual assessments, the Association may levy, in any assessment year, a special assessment applicable to that year only, provided that any such assessment shall have affirmative votes of not less than a two-thirds (2/3) majority of a meeting of the members, held after not less than thirty (30) days notice in writing.

Section Eight. Date of Commencement of Annual or Monthly Assessment: Due Dates: Certificate of Payment. Annual or monthly assessments provided for herein shall commence as to all lots on the first day of May 1, 1978, or whenever the site preparation is completed, whichever is later. At least thirty (30) days before January 1 of each year, the Board of Directors shall fix the amount of the annual assessment against each lot and in the event the Board elects not to fix such assessment rate as herein provided, the amount of the prior year's annual assessment shall be the fixed amount. Written notice of any changed assessment rate shall be sent to every Owner. The due dates for the payment of annual and special assessments 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 to date.

Section Nine. Effect of Non-Payment of Assessment: 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 maximum legal contract rate and to the extent allowed by law. The Association, its agent or representative, may bring an action at law against the Owner personally obligated to pay the same or foreclose

the lien against the lot to which the assessment relates, and interest, costs and reasonable attorney's fees for such action or foreclosure shall be added to the amount of such assessment to the extent.

ARTICLE VI

ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS

The Developer shall have the responsibility for enforcing the restrictions set forth in this Article for the first four (4) years after the date hereof. Upon the incorporation of the Association, the Board of Directors of the Association shall assume and be responsible for the enforcement hereof. References in this Article to the Developer shall, therefore, apply to the Association after it has been incorporated and has assumed the enforcement of these restrictions.

The following architectural, maintenance and use restrictions shall apply to each and every lot now or hereafter subjected to this Declaration.

Section One. Approval of Plans and Architectural Committee. No external construction, reconstruction, remodeling, alteration or addition to any structure, building, fence, wall, driveway, path or other external improvement of any nature shall be constructed without obtaining the prior written approval of the Developer as to the location of the same and as to its plans and specifications. For this purpose, the Developer shall establish a confidential Architectural Committee which shall have full authority to review and act upon requests for approval, and prior to the beginning of the contemplated work, two (2) complete sets of building plans and specifications must be submitted to the Developer for approval. The Architectural Committee shall be the sole arbiter of the same and may withhold approval for any reason, including purely aesthetic considerations. Upon approval being given, construction shall commence within ninety (90) days, and shall be prosecuted to completion promptly and in strict compliance with he approved plans, otherwise the approval shall be void. The failure of the Developer to act upon any set of plan and specifications within thirty (30) days from the date of the submission of the same shall constitute the approval of such plans. A reasonable fee, not exceeding

One Hundred ($100.00) Dollars, may be charged by the Developer to defray its costs incurred in considering and acting upon any proposed plans and specifications requiring changes to secure approval.

Section Two. Improvement, Setback and Use Restrictions.

1. All structures must be built to comply with the lot plan and plans and specifications therefore approved by the Developer or his designee. Before any house may be occupied, it must be completely finished.

2. Minimum setback requirements have been established but are not intended to gender uniformity. They are intended to avoid overcrowding and monotony. It is therefore intended that setbacks may be staggered, where appropriate, so as to preserve trees and to assure vistas of open areas. The Developer reserves the right to approve the lot plan and location of each house or other structure on each lot and to arrange the same in such manner as it shall deem in the best interests of the overall development. No building or structure, or any part thereof, shall be located on any lot nearer to the front line than the minimum setback lines shown on the recorded plan or as specified in Restrictions. For the purpose of determining compliance with the minimum setback requirement, eaves, porches, overhangs, and steps extending beyond the front wall of a structure shall not be considered as a part thereof.

3. The total floor living area of the main structure upon any lot, exclusive of open porches, patios, garages, carports, and breeze-ways, shall be not less than one thousand one hundred (1,100) square feet, and shall comply with the maximum and minimum ratios of land to building area as shown on the recorded plan.

4. No wall shall be built without the prior written approval of the Developer. No retaining wall shall extend to a height greater than 3 feet above the earth being retained and no wall or fence enclosing a patio or courtyard shall extend to a height greater than 6 feet from ground level. All walls and fences must be of brick,

stone, stucco, or other material approved by the Architectural Committee and of a style and designed approved by the Developer. All party walls must be approved by the Developer prior to commencing construction and shall be built at the sole expense of an owner or owners.

5. Incinerators for garbage, trash or other refuse shall not be used nor permitted to be erected or placed on any lot. Any and all equipment, coolers, woodpiles, garbage cans, refuse or storage piles placed on any lot, whether temporary or permanent, shall be walled in to conceal the same from the view of neighboring lots, roads, streets, and open areas. Plans for all screening walls and enclosures must be approved by the Developer or Architectural Committee.

6. No lumber, brick, stone, block, concrete or other building materials, nor any other thing used for building purposes shall be stored on any lot except for the purpose of construction on such lot, and then only for such length of time as is reasonably necessary for the construction of the improvements then in progress.

7. All utility meters, air conditioning compressors, and other like equipment shall not be visible from neighboring lots, roads, streets and open areas. Outdoor television antennas may be installed, with the prior approval of the Developer or Architectural Committee.

8. No owner shall excavate or extract earth from any of the lots subject to this Declaration for any business or commercial purpose. No elevation changes shall be permitted which will materially affect the surface grade of surrounding lot except to the extent that fill may be required on certain lots as shown on the recorded plan. All fill shall be subject to the approval of the Developer or Architectural Committee, as to the nature of the fill employed and as to the manner and methods of installation.

9. Outside clotheslines and clothes hanging devices shall not be permitted and no clothes or rugs etc. will be cleaned, aired or dried outside, except as they are out of site or adjoining property areas.

10. No advertising signs of any kind shall be located upon or displayed or otherwise displayed to view on any lot or improvement thereof, provided that this requirement shall not preclude the installation by the Developer of signs identifying the entire subdivision, and provided, further, that this requirement shall not preclude the placement by Home Owners of "For Sale" signs in the front of individual residences of such size, character and number as shall from time to time be approved by the Association.

11. No housetrailer, camper, boat, motorcycle, truck, van, or other like vehicles and no tent, shed or temporary structures shall be permitted on any lot unless screened from view of the adjoining lots, streets and Common Areas, provided, however, that temporary buildings may be permitted during the construction period of houses or as a temporary sales office for the Developer. No garage, outbuilding, trailer or other like construction shall be used for residential purposes, either temporarily or permanently.

12. No exposed concrete block will be permitted above ground level in the construction of any building, wall or fences.

13. All improvements shall be completed within one (1) year from the commencement of construction.

14. No synthetic roofing material or siding material shall be used on the exterior of any building, fence or wall.

15. No livestock, poultry, fowl, swine or other nuisances shall be permitted or kept upon the property.

Section Three. Maintenance.

1. All lots, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by their respective owners, both before and after the construction of residences thereon. Such maintenances shall include, but not be limited to, building, repairing, replacing and cleaning the roofs, gutters, downspouts, building surfaces, walkways, and other exterior improvements. To provide uniformity in the maintenance of the landscaping, the Developer may contract with one or more landscaping services to provide maintenance services for the Common Area and for all lots within the development, excepting only enclosed

courts and patios at the rear of the residences. The cost of such maintenance shall be treated as a Common Area charge for all areas.

In the event any owner shall fail to complete his residence according to the approved plans or to maintain his lot and/or 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, and 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 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.

Section Four. Use of Premises.

Each lot shown on the recorded plan shall be used only for private residential purposes and not otherwise. Each owner shall refrain from any act or use of his lot which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood.

Section Five. Pets.

Household pets may be kept on any lot by the owner thereof in reasonable numbers for the sole pleasure and purposes of the occupants, but not for any commercial use or purposes. No pets shall be permitted in the Common Areas unless accompanyied by their owners and unless on a leash or under the absolute control of their owners and owners shall be responsible to clean up the common areas after their pets.

Section Six. Governmental Restrictions. Each owner shall observe all governmental building codes, health regulations, zoning restrictions and other regulations applicable to his lot. In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provisions of this Declaration, the more restrictive provision shall apply.

ARTICLE VII

EASEMENTS

Section One. General. Each Lot now or hereafter subjected to this Declaration shall be subject to all easements shown or set forth on the recorded plat (s) of survey upon which such Lot is shown. No structure (s) of any type shall be erected or placed upon any part of a Lot or Common Area which will interfere with the rights and use of any and all easements shown on said recorded plat.

Section Two. Emergency. There is hereby reserved without further assent or permit, a general easement to all policemen and security guards employed by Developer, or such public officials, firemen, ambulance personnel and all similar persons to enter upon the properties or any portion thereof which is now or hereafter made subject to this Declaration in the performance of their respective duties.

Section Three. Common Areas. Perpetual easements are reserved in favor of all lot owners, their families, guests, and invitees for the use of all Common Areas as shown on the recorded plan and as described herein.

ARTICLE VIII

GENERAL PROVISIONS BOOK 5302 PAGE 564

Section One. Duration. The foregoing restrictions shall be construed to be covenants running with the land and shall be binding and effective until April 30, 1998, at which time they shall be automatically extended for successive periods of ten (10) years each unless it is agreed by the vote of a majority in interest of the then Owners of the above described property to change, amend or revoke the restrictions in whole or in part. Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be extended as provided in this Article.

Section Two. Amendment. The covenants and restrictions of this Declaration may be amended by the Developer, without joinder of any Lot owner, for a period of five (5) years from the date hereof (or from the date of the last supplement hereto which adds additional properties hereto; thereafter by an agreement signed by at least two thirds (2/3) of the owners whose Lots are then subject hereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. By way of clarification, this process of amendment does not apply to "additions" as described in Article II, Section Two. Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be amended as provided herein.

Section Three. Enforcement. If any person, firm or corporation shall violate or attempt to violate any of these restrictions, it shall be lawful for any other person, firm or corporation owning any property within Cedarwood Courtyard Homes to bring an action against the violating party at law or in equity for any claim which these restrictions may create in such other owner or interested party either to prevent said person, firm or corporation from so doing such acts or to

recover damages for such violation. The provisions of this Section are in addition to and separate from the rights of the Association to collect Association fees. Any failure by Developer or any property Owner to enforce any of said covenants and restrictions or other provisions shall in no event be deemed a waiver of the right to do so thereafter. Invalidation of any one or more of these restrictions by judgment or court order shall neither affect any of the other provisions not expressly held to be void nor the provisions so voided in circumstances or application other than those expressly invalidated, and all such remaining provisions shall remain in full force and effect together with the provisions ruled upon as they apply to circumstances other than those expressly invalidated.

Section Four. Headings and Binding Effect. Headings are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraphs to which they refer. The covenants, agreements and rights set forth herein shall be binding upon and inure to the benefit of the respective heirs, executors, successors and assigns of the Developer and all persons claiming by, through or under Developer.

Section Five. 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 Six. 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 Seven. Unintentional Violation of Restrictions. In the event of unintentional violation of any of the foregoing restrictions with respect to any lot, the Developer or its successors reserves the right (by and with the mutual written consent of the Owner or Owners

for the time being of such Lot) to change, amend, or release any of the foregoing restrictions as the same may apply to that particular Lot.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Protective Covenants and Restrictions to be duly signed this MAY 1 day of _____, 1978.

CEDARWOOD COURTYARD HOMES, INC.

By: B. R. Bowker
President

State of Tennessee

County of Davidson

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared B. R. Bowker with whom I am personally acquainted and who upon his oath acknowledged himself to be the President of the Cedarwood Courtyard Homes, Inc. the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said B. R. Bowker as such President.

Witness my hand and official seal at office at Nashville, Tennessee on this the 1st day of May, 1978.

John R. Vitt
Notary Public

My Commission expires:

May 24, 1980

Wallace C. Dodd and wife Era Virginia Dodd join in the execution of this Declaration of Covenants, Conditions and Restrictions for the purpose of subordinating their security interest in the herein described property to the contents of this instrument.

Wallace C. Dodd

Wallace C. Dodd

Era Virginia Dodd

Era Virginia Dodd

State of ~~Tennessee~~ Florida
~~Davidson~~ County Broward

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Wallace C. Dodd and wife, Era Virginia Dodd the gargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained. Witness my hand and official seal at ~~Nashville~~ Plantation, ~~Tennessee~~, Florida this 17 day of April 1978.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 7, 1978
BONDED THRU GENERAL INSURANCE UNDERWRITERS

Commission Expires

Joanetta Brewer
Notary Public

JOANETTA BREWER NOTARY PUBLIC STATE OF FLORIDA

E72870

IDENTIF. REFERENCE

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FELIX Z. HALL CLERK CIRCUIT COURT DAVIDSON CO. TENN.

Land in the 11th Civil District of Davidson County, Tennessee, being part of Lot No. 1 and part of the unnumbered 2.30 acre tract, all as shown on the "Map Showing A Subdivision of Lot 27 and Part of 29 in Dixie Pure Food Company's Subdivision Book 332, page 51, Register's Office for Davidson County, Tennessee", of record in Book 843, page 52, Register's Office for said County, and Lots Nos. 11 and 12, except the westerly 300 feet thereof, as shown on the "Map of Re-Subdivision of Lot 2 to 6, (recorded in Book 843, page 32) of A Subdivision of Lots 27 and part of Lots 29 of Dixie Pure Food Subdivision at Amqui", of record in Book 843, page 66, said Register's Office, described together according to a survey made by James L. Murphy, Jr., Registered Land Surveyor, Tennessee No. 3, dated November 14, 1977, as follows:

Beginning at an iron pin lying in the westerly margin of Snow Avenue said point being 301 feet, more or less, north of the northwesterly intersection of Snow Avenue and Park Avenue; thence with said margin south 0 degrees 54 minutes 25 seconds east 164 feet to the beginning of a curve to the left having a radius of 2,890 feet for a distance of 137 feet to a point lying in the northerly margin of Park Avenue; thence with the northerly margin of Park Avenue north 89 degrees 26 minutes 21 seconds west 365 feet to a point; thence leaving said margin north 4 degrees 22 minutes 30 seconds west 186.26 feet to a point; thence north 0 degrees 43 minutes 45 seconds east 105 feet to a point; thence north 88 degrees 58 minutes 46 seconds east 369.9 feet to the point of beginning containing 2.51 acres more or less.

Included in the above tract is a 20 foot sanitary sewer easement as of record in Book 4845, page 36, Register's Office of Davidson County, Tennessee and being more particularly described as follows:

Beginning at a point lying in the southerly property line of the above described property said point being north 89 degrees 26 minutes 21 seconds west 177 feet from the southeast corner of the aforementioned property; thence with the centerline of a 20 foot sanitary sewer easement north 3 degrees 40 minutes 21 seconds east 297.08' to a point lying in the northerly property line of the aforementioned property said point being north 89 degrees 41 minutes 12 seconds east 150 feet from an iron pin lying in the westerly margin of Snow Avenue.

Being part of the same property conveyed to Cedarwood Estates, Inc. by deed from Wallace C. Dodd et ux Era Virginia Dodd of record in Book 5234, page 257, Register's Office for Davidson County, Tennessee.