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IDENTIF. REFERENCE

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DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

SYCAMORE GLEN

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DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
SYCAMORE GLEN

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter sometimes referred to as "Declaration") is made and published this 29th day of September 1978, by and between John R. Parker, Trustee, (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 Sycamore Glen, as shown upon a plan of record in Book _____, page_____, Register's Office for said County, and more particularly described in attached Exhibit "A".

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 Sycamore Glen 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 sites. 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 _____, page_____, Register's Office for Davidson County, Tennessee, except that property designated thereon as "Building Sites".

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 John R. Parker, Trustee, his successors and assigns.

5. "Site" or "Building Site" 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

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 Sycamore Glen.

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. "Sycamore Glen" shall mean and refer to that certain residential community known as Sycamore Glen, 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 Sycamore Glen as shown on the subdivision plat referred to hereinabove.

11. "Board" shall mean and refer to the Board of Directors of Sycamore Glen Homeowners Association, Inc.

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 Sycamore Glen consisting of building site numbers 1-3 and the Common Areas shown thereon. Only those building sites and the Common Areas are made subject to this Declaration, provided, however, Developer reserves the right to subject other real property, both

building sites 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 Sycamore Glen 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. The administration of the Properties shall be vested in the Association. Every person or entity who is the Owner of record of a fee interest in any building site 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 site merely as security for the performance of an obligation. Ownership of such site shall be the sole qualification for membership. When any site is owned of record in tenancy by the entireties or tenancy in common or by some other legal entity, membership as to such site 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 Site 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 building site.

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

3. Any member who is delinquent in the payment of any charges duly levied by the Association against a building site 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.

4. 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 building site.

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.

5. 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 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.

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 building site 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 building site 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 all the Members 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 in the Association.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section One. Monthly or Annual Assessment for Maintenance Fund. The Developer, for each Building site owned within the Properties, and every Owner covenants, and each subsequent Owner of any such building site, 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, drives and passage ways, walls and fences constructed by Developer, and maintenance of all landscaped areas, excepting the building sites of the Members. 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 building site, 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 duly recorded mortgage instrument. The sale or transfer of any building site shall not affect the assessment lien. However, the sale or transfer of any building site pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinquish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such building site 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. Any building site or portion thereof 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. 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 Seven. 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 building sites on the day of the recording of this document. 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 building site 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 building site have been paid to date.

Section Eight. 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 building site 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 permitted by law.

ARTICLE VI

ARCHITECTURAL AND MAINTENANCE RESTRICTIONS

The Developer shall have the responsibility for enforcing the restrictions set forth in this Article until the formation of the Association. 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 building site 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 have full authority to review and act upon requests for approval, and prior to the beginning of the contemplated work a complete set of building plans and specifications must be submitted to the Developer for approval. The Developer 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 the 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.

Section Two. Improvements. All structures must be built to comply with the site plan and plans and specifications as approved by the Developer or his designee. Before any house may be occupied, it must be completely finished.

Section Three. Maintenance. All building sites, 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 maintenance 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. The cost of such maintenance shall be treated as a Common Area charge.

In the event any owner shall fail to complete his residence according to the approved plans or to maintain his building site and/or the improvements situated upon his or her site 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 site owner, and his continued failure to commence the correction of the matter in issue, enter upon said site 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 site is subject and the owner shall be personally liable for the cost of such maintenance so incurred.

2. The private roads shown on the Plan shall be constructed and maintained to the minimum standards to provide access for emergency vehicles.

Section Four. Pets. Household pets may be kept on any building site by the owner thereof in reasonable numbers for the sole pleasure and purposes of the occupants, but not for any commercial use or purposes.

Section Five. Governmental Restrictions. Each owner shall observe all governmental building codes, health regulations, zoning restrictions and other regulations applicable to his building site. 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

GENERAL RESTRICTIONS

Section One. No building site shall be used except for residential purposes.

Section Two. No residential structure on any building site shall be designed, constructed, or used for more than one family.

Section Three. No building site may be re-subdivided without the consent of the owners of all building sites in the development.

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

Section Five. No swine shall be allowed on any site at any time. The keeping of dogs, cats, or other household pet is also permitted provided that they are not kept for commercial purposes.

Section Six. No trailer, basement house, tent, garage, barn, or other outbuilding shall be erected or used as either a temporary or permanent residence, however, a barn or storage combination may be erected on any building site provided its design, size and location is approved in writing by the Board.

Section Seven. No building shall be constructed or maintained on any site nearer either site side line than 40 feet, and the combined distances from the residence to the two side site lines shall be not less than 40 feet. Steps and landing platforms, either covered or uncovered, shall be permitted to extend beyond the side setback line, and any measurement to determine compliance shall be taken from the main walls of the residence to the side site line of the site on which constructed.

Section Eight. The owner expressly reserves the right, with the approval of the Metropolitan Nashville and Davidson County Planning Commission, to amend or alter the minimum set-back lines as shown on said plan.

Section Nine. The fencing across the front of any site shall be only of wood construction.

Section Ten. The developers of this development, or their assigns, reserve the right to enter upon any site for the purpose of cutting grass and cleaning up said site, if the same be reasonably required, charging the expense to the owner thereof, which shall become a lien upon the land.

Section Eleven. The minimum ground floor area of any single family dwelling shall be as follows:

(a) If constructed of natural stone, brick, natural stone veneer or brick veneer, 2000 square feet. The above minimum applies where the residence shall have been constructed with attached garage, but if constructed without attached garage such minimum shall be increased 200 square feet. The term "attached garage" shall include a carport or basement garage.

(b) If constructed of wood or stucco, the minimum area shall be increased by 200 square feet.

(C) Any 1-1/2 story or 2 story house shall contain not less than 1200 square feet of living area on the first floor.

(d) No duplex or multi-family residences shall be permitted in this development.

(e) The foregoing minimum ground floor areas are exclusive of garages, porches, terraces, etc. These restrictions do not preclude the use of wood, asbestos, or stucco, for gables, dormers and other decorating, such as decorative panels, and any building so constructed shall be considered a masonry structure. Any residence with less than one-half of its exterior wall area (exclusive of gables) constructed of brick or stone shall be classified as a frame house. No building or other structure shall be constructed or maintained on any site with exterior walls of materials other than those as set forth in (a) and (b) above, that is to say natural stone, brick, natural stone veneer, brick veneer, stucco on masonry walls, or wood.

(f) The moving completed residences, or other buildings from another location not in said development to any site in said development is expressly prohibited.

Section Twelve. All buildings or structures of any kind constructed on any building site in this development shall have full masonry foundations and shall have brick or stone veneer or wood to finish grade.

Section Thirteen. No vehicles other than family cars and/or pickup trucks that are operable, on wheels and carrying current years license plates, shall be kept stored on any site, unless they are kept in garages or basements. No automotive vehicles are to be torn down, sanded or spray painted, except same is confined to garage or basement, and no one shall operate a vehicle repair service, public or private.

Section Fourteen. Mail boxes shall be of standard manufactured type as approved by U. S. Post Office and their installation shall be subject to the approval of the Board.

Section Fifteen. Residents will not be permitted to store wet garbage, rags, paper, shavings, bones, tin cans, open bottles, etc. on any building site, except they be kept in standard type garbage cans or in water-tight plastic bags. No barrels are to be used for garbage cans or incinerators.

Section Sixteen. Any and all buildings started on any building site or part of any site shall be completed within 12 months from time that construction is started.

Section Seventeen. Building materials shall not be stored on any building site or part thereof for a period of more than 4 months unless construction is started and then said construction is to be completed within 12 months from the time that material is placed on site (this does not include materials that are stored within a finished building).

Section Eighteen. No building site owner will be permitted to store old or wrecked cars, trucks, road machinery, crates, barrels, boxes, scrap metal or unsightly junk of any kind on the site unless same is contained within a building.

Section Nineteen. Fences of old barrel staves, scrap metal boxes, plywood, barrel crates, cans or junk will not be permitted.

Section Twenty. All wood fences except split rail or redwood are to be painted within 6 months from the time they are built and shall be repainted as necessary to maintain an attractive appearance.

Section Twenty-One. Gates are to be constructed and hung in a good workmanlike manner.

Article VIII

RIGHT OF FIRST REFUSAL

Section One. How Exercised. In any sale by any Owner subsequent to the Developer, the Association shall be notified of said sale by the Owner sending a copy of the contract of sale to the President of the Association and the Association shall have thirty (30) days from the date notice was received by the said President to notify the Owner that the Association or any member thereof wishes to purchase the Owner's interest in the Properties on the same terms and conditions as in the contract. The sending of a copy of the contract of sale by the Owner shall constitute a warranty and representation by the Owner that he believes the offer to be bona fide in all respects and that he intends to accept same. In the event the Association does not give written notice of its desire to purchase said Owner's interest within said thirty (30) day period, the Owner shall have the right to consumate the sale in accordance with the contract tendered to the Association. This provision shall not apply to any gift, devise under a will or any transfer by action of law, nor to any proceedings by the holder of an indebtedness secured by a valid, bona fide mortgage or deed of trust to enforce the collection of the debt secured by the said mortgage or deed of trust.

Section Two. Enforcement. In the event any Owner sells his interest in the Properties without complying with the provisions hereof, the Association may request specific performance of this Article in any court of competent jurisdiction and the Owner shall be responsible for all attendant court costs and attorneys fees.

Article IX

EASEMENTS

Section One. General. Each building site now or hereafter subjected to this Declaration shall be subject to all easements shown or set forth on the recorded plat (s) or survey upon which such site is shown. No structure (s) of any type shall be erected or placed upon any part of a site 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 building sites owners, their families, guests, and invitees for the use of all Common Areas as shown on the recorded plan and as described herein. Each building site shall be subject to and have appurtenant thereto non-exclusive easements in the common elements for such purposes as ingress to and egress from each site, utility services and all Common Areas and facilities.

Article X

GENERAL PROVISIONS

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 Sycamore Glen 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. Unintentional Violation of Restrictions. In the event of unintentional violation of any of the foregoing restrictions with respect to any site, 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 site) to change, amend, or release any of the foregoing restrictions as the same may apply to that particular site.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Protective Covenants and Restrictions to be duly signed this 29th day of September, 1978.

John R. Parker Trustee
John R. Parker, Trustee

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 R. Parker, Trustee, the bargainor with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee this 29th day of September 1978.

Betty B. Smith
Notary Public

My Commission Expires:
July 26, 1982

Exhibit A

To

Declaration of Covenants, Conditions and Restrictions

For

Sycamore Glen

Land in the 35th Councilmanic District (9th Civil District) of Davidson County, Tennessee, and more particularly described as follows:

Beginning at a point in the northwesterly margin of Indian Springs Road said point being in the southwesterly line of the property conveyed to I. R. Schulman, Trustee, by deed of record in Book 4589, page 108, Register's Office for Davidson County, Tennessee; thence leaving said margin with Schulman's southwesterly line North 29° 13' 02" West 1864.51 feet to a point; thence leaving Schulman's line North 69° 04' 36" West 1416.33 feet to a point; thence South 45° 04' 01" East 2376.06 feet to a point; thence North 68° 02' 17" East 212.04 feet to a point; thence South 29° 14' 57" East 620.0 feet to a point in the northwesterly margin of Indian Springs Road; thence with said margin South 82° 18' 33" West 50.0 feet to the point of beginning, and containing 20.0 acres, more or less.

Being the same property conveyed to John R. Parker, Trustee by deed from Gail Pigg, Trustee, of record in Book 5192, page 791, Register's Office for Davidson County, Tennessee.