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This instrument prepared by:
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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BELLEBROOK

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (hereinafter sometimes referred to as the "Declaration"), made and published this 16th day of September, 1982, by and between NICKEL-CASE JOINT VENTURE, a joint venture composed of Nickel Investments, Inc. and Case Properties, Inc., both Tennessee corporations having their principal places of business in Nashville, Tennessee (hereinafter sometimes referred to as the "Developer"), acting by and through its Trustee and legal title holder, James I. Vance Berry, 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 BELLEBROOK, as shown upon a plat of record in Book 5200, page 442, Register's Office for said County; and

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, 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 the BELLEBROOK community, and for the continued maintenance and operation of such common areas as may be provided;

NOW, THEREFORE, in consideration of the premises, Developer agrees with any and all persons, firms, corporations, or other entities hereafter acquiring any of the property hereinafter described (the "Property"), 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 Property 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 Property 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 the same.

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ARTICLE I
DEFINITIONS

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

1. "Association" shall mean and refer to BELLEBROOK Homeowners' Association, Inc., a non-profit corporation 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 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 the Declaration, such Common Area(s) to include, without limitation, the streets, sidewalks, and other passageways, parks, and walls and fences constructed by Developer. Common Area(s) with respect to the Property made subject to this Declaration, whether at the time of filing of this Declaration or any amendment hereto, shall be shown on the plat of BELLEBROOK and designated thereon as "Common Area(s)" or "Common Open Space."

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

4. "Developer" shall mean and refer to Nickel-Case Joint Venture, a joint venture composed of Nickel Investments, Inc. and Case Properties, Inc., both Tennessee corporations having their principal places of business in Nashville, Tennessee, its successors and assigns.

5. "Lot" shall mean and refer to any plot of land to be used for single-family residential purposes and so designated on the subdivision plat or survey of BELLEBROOK, which has been placed of record as aforesaid.

6. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of the fee interest in any Lot which is a part of BELLEBROOK, excluding, however, those parties having such interest merely as security for the performance of an obligation.

7. "Property" shall mean and refer to any and all of that certain real property within that certain residential subdivision being developed by Developer in Nashville, Davidson County, Tennessee, which subdivision is and shall be commonly known as BELLEBROOK, consisting of Lots Nos. 1 through 16 and the Common Areas shown on the recorded plat aforesaid.

8. "Member" shall mean and refer to any person 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. "BELLEBROOK" shall mean and refer to that certain residential community known as BELLEBROOK which is being developed on real property now owned by Developer in Nashville, Davidson County, Tennessee.

ARTICLE II
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 shall be a Member of the Association subject to and bound by this Declaration and 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 joint tenancy, tenancy by the entirety, tenancy in common, or by some other legal entity, membership as to such Lot shall be joint and the rights of such membership (including the voting power arising therefrom) shall be exercised only as stipulated in Section Two hereinbelow.

2. 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, monthly or annual assessments, and special assessments levied upon such Member's Lot as specified in this Declaration, the By-Laws, or as Developer or the Board of 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. The Owner of each Lot shall be entitled to one (1) vote; provided that Developer shall be entitled, for each Lot which it owns, to sixteen (16) votes until such time as Developer ceases to be a Lot Owner.

2. When two (2) 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 (1) of such persons as proxy and nominee for all persons holding an interest in the Lot and in no event shall more than one (1) vote be cast with respect to any Lot, except as provided above with respect to Developer.

3. In the event that any Member becomes delinquent in the payment of any annual, special, or other periodic assessment or charge duly levied by the Association against a Lot owned by such Member, the voting rights and rights of use of the Common Areas of such Member may be suspended by the Board of Directors of the Association until such assessment or charge is paid. Likewise, in the event that any Member violates any rule or regulation duly adopted by the Association, the voting rights and rights of use of the Common Areas of such Member may be suspended by the Board of Directors of the Association for such period of time as it may determine.

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 Lot. A corporate 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 III
COMMON AREA PROPERTY RIGHTS

Section One. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot subject to the provisions of this Declaration and the Articles of Incorporation 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 Areas to Owners, their families and their 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 any infraction of the Association's published rules and regulations;

3. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Members. No such dedication or transfer shall be effective unless the Members entitled to cast at least three-fourths (3/4) of the votes 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 Areas without the assent of the membership when such easements are requisite for the convenient use and enjoyment of the Property; and

4. The right of the Association to install safety devices and/or signs on any street, sidewalk, or walkway within the subdivision.

Section Two. The right and easement of enjoyment granted to every Owner in Section One of this Article III 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 Areas to his tenants who occupy the residence of the Owner within the Property.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section One. Monthly or Annual Assessment for Maintenance Fund. For each Lot owned within the subdivision, 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:

1. Monthly or annual assessments or charges for the creation and continuation of a maintenance fund in amounts to be established from time to time by the Board of Directors of the Association; and

2. Special assessments as approved by the Members, to be established and collected as hereinafter provided.

Section Two. Purpose of Assessments. The 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 and maintenance of any walkways, streets and passageways, and walls and fences constructed by Developer or by the Association. Funds may also be used to provide other services for the Association's Members to promote the health, safety, and welfare of the residents of the subdivision and in particular the acquisition, improvement, and maintenance of properties, services, and facilities related to the use and enjoyment of the Common Areas, including but not limited to the cost of repairs, replacements, and additions thereto; the cost of labor, equipment and materials therefor; the payment of taxes, if any, assessed against the Common Areas; the procurement and maintenance of insurance; the employment of attorneys, accountants, and other personnel whom the Board of Directors of the Association 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 Lien and Personal Obligation of Assessment. In order to secure payment of assessments, both monthly or annual and special, as the same become due, there shall arise a continuing lien and charge against each Lot, the amount of which shall include interest at the maximum contract rate of interest then permitted by applicable law, 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 Lot at the time when the assessment fell due. The acceptance of a deed conveying title to any Lot to a grantee shall be deemed to constitute the assumption by such grantee of all personal obligations of any predecessors in title to such Lot for the payment of any assessments which may then remain outstanding, but such assumption shall not relieve any predecessors in title of the foregoing personal obligation.

Section Four. Exempt Property. The assessments, charges, and liens created under this Article IV shall not apply to the Common Areas. In addition, all property dedicated to and accepted by a local public authority and all property granted to or used by a utility company shall be exempt from such assessments.

Section Five. 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 approval of any such assessment shall require the affirmative vote of Members entitled to cast at least three-fourths (3/4) of the votes at a meeting of the Members to be held after not less than five (5) days' notice in writing.

Section Six. Date of Commencement of Monthly or Annual Assessment, Due Dates, and Certificate of Payment. The Board of Directors of the Association shall fix the commencement date for monthly or annual assessments and may provide for a partial assessment between the commencement date and the end of the calendar year next following. Thereafter, at least thirty (30) days before January 1 of each year, the Board of Directors of the Association shall fix the amount of the monthly or 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 monthly or 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 monthly or annual and special assessments shall be established by the Board of Directors of the Association. 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 Seven. Effect of Non-Payment of Assessment and 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 effective contract rate then 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 allowed by law. No Owner may avoid liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section Eight. Subordination of Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any first deed of trust (sometimes hereinafter called "mortgage") on any Lot if, but only if, all such assessments with respect to such Lot having a due date on or prior to the date such first mortgage is filed for record have been paid. The lien and permanent charge hereby subordinated is only such lien and charge as relates to assessments authorized hereunder having a due date subsequent to the date such first mortgage is filed of record and prior to the satisfaction, cancellation, or foreclosure of the same, or the transfer of the mortgaged property in lieu of foreclosure. The sale or transfer of any Lot shall not affect any assessment lien. The sale or transfer of any Lot which is subject to any first mortgage, pursuant to a foreclosure thereof or under a power of sale or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessment, but not the personal obligation of any former title holder, as to payments which became due prior to such sale or transfer and subsequent to the recordation of the mortgage foreclosed, but the Association shall have a lien upon the proceeds from foreclosure or of sale junior only to the said foreclosed first mortgage but senior to the equity of redemption of the mortgagor or trustor. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE V
ARCHITECTURAL, MAINTENANCE, AND USE RESTRICTIONS

The following architectural, maintenance, and use restrictions shall apply to each and every Lot subject to this Declaration.

Section One. Approval of Plans. No construction, reconstruction, remodeling, alteration, or addition to any structure, building, fence, wall, driveway, path, or other improvement of any nature shall be undertaken without obtaining the prior written approval of the Association as to the location of the same and as to its plans and specifications. As a prerequisite to consideration for such approval, and prior to commencement of the contemplated work, two (2) complete sets of building plans and specifications must be submitted to the Association for approval. The Association 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 sixty (60) days, and shall be prosecuted to completion promptly and in strict compliance with the approved plans and specifications; otherwise, the approval shall be void. If any Owner deviates from the approved plans and specifications, in any material respect, the Association may withdraw its approval of such plans and specifications, in which event construction shall stop until all areas of noncompliance have been corrected. The failure of the Association to act upon any set of plans and specifications within fifteen (15) days from the date of the submission of the same shall constitute the approval of such plans and specifications. A reasonable fee, not exceeding One Hundred ($100.00) Dollars, may be charged by the Association to defray its costs incurred in considering and acting upon any proposed plans and specifications requiring changes to secure approval.

The following architectural restrictions shall apply to all construction of buildings, alterations, additions, or improvements thereto, and exterior decorating thereof, and shall guide the decisions of and be taken into account by the Association or the Board of Directors of the Association in connection with the authority and rights granted to it or them herein:

1. All buildings shall reflect the quality, styles, proportions, and detailing of homes in the Belle Meade area of the city of Nashville. No plans and specifications for the construction of any residence will be approved by the Association which, in the judgment of the Association, would detract from the aesthetic value of the development. At least seventy-five (75%) percent of each home must be covered by masonry materials, i.e., brick or stucco. No fieldstone or rock houses will be permitted.

2. No block foundation walls may be exposed. If a building is faced with brick, the foundation walls shall be faced to grade with brick. If a building is faced with stucco, the foundation walls shall be faced to grade with stucco.

3. All exterior colors must be approved by the Association, which reserves the right to require exterior colors to be changed after application to the structure.

4. All roofs shall be of a dark tone and color, or standing seam metal roofs and built-up roofs where applicable, or shale roofs.

Section Two. Exterior Decorating, Trees, and Shrubs. Any exterior decorating and maintenance and the use of exterior surfaces shall be subject to the rules and regulations of the Association. Any disturbance or removal of any part of the Property, including all Lots and Common Areas, or of trees and shrubbery, whether now existing or hereafter planted, shall be subject to the prior review and written approval of the

Association. The Association shall take into consideration the maintenance of the aesthetic integrity of the Property in determining whether such approval shall be given.

Section Three. Improvement, Setback, and Use Restrictions.

1. All structures must be built to comply with the approved site plan and plans and specifications therefor. Before any house may be occupied, it must be completely finished and a certificate of completion must be issued by the Association.

2. The Association reserves the right to approve the site plan and location of each house or other structure on each Lot and to arrange the same in such manner as it shall deem to be in the best interest of the overall development. No building or structure, or any part thereof, shall be located on any Lot nearer to the front line, the rear line, or any side line than the minimum building setback lines shown on the recorded plat. For purposes of determining compliance with the minimum building setback requirement, eaves, stoops, open porches, and steps extending beyond the front wall of a structure shall not be considered as a part thereof; provided, nevertheless, that this provision shall not be construed to authorize or permit any encroachment upon any easements or rights-of-way.

3. The total floor living area of the main structure upon any Lot, exclusive of open porches, patios, garages, carports, and breezeways, shall be not less than two thousand four hundred (2,400) square feet, nor more than four thousand (4,000) square feet.

4. Boundary walls may be erected; provided that the same are set back from the street at least as far as the applicable building setback line. No walls, other than the retaining walls, may be constructed along the front line of any Lot. No retaining wall shall extend to a height greater than three (3) feet above the earth being retained. No boundary wall, nor any wall enclosing a patio or courtyard, shall extend to a height greater than the height of the perimeter wall surrounding the development. All boundary and retaining walls must be of brick, stone, stucco, or other material acceptable to the Association.

5. Swimming pools must be located to the rear of the main dwelling and shall be no nearer than five (5) feet to any Lot line. All swimming pools shall be fenced for safety purposes; provided that any chain link fences around swimming pools shall be screened from view by neighboring Lots.

6. Incinerators for garbage, trash, or other refuse shall not be used or permitted to be erected or placed on any Lot. Any and all equipment, coolers, woodpiles (except logs for wood-burning fireplaces, neatly stacked), 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 Association prior to construction.

7. No lumber, brick, stone, block, concrete, or other building materials or 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.

8. All utility meters, air conditioning compressors, and other like equipment shall not be visible from neighboring Lots, roads, streets and open areas. No outside radio transmission tower, receiving antenna or outdoor television antenna shall be erected by an Owner within the restricted Property.

9. 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 Lots. All fill shall be subject to the approval of the Association, as to the nature of the fill employed and as to the manner and method of installation.

10. Outside clotheslines and clothes hanging devices shall not be permitted.

11. All driveways shall be of hard surface construction with curb cuts therefor in accordance with the regulations of the Association. No driveway may be built closer than one (1) foot to the adjacent lot line.

12. All mail boxes shall conform to the specifications provided by the Developer.

13. No advertising sign of any kind whatsoever shall be erected upon or displayed or otherwise exposed to view on any Lot or any improvement thereon without the prior written consent of the Association; provided that this requirement shall not preclude the installation by the Association of signs identifying the entire subdivision and provided further that this requirement shall not preclude the placement by 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.

14. No house trailer, recreational vehicle, camper, tent, shed, or any other such vehicle, trailer, or temporary structure shall be permitted on any Lot; provided, however, that temporary buildings and other structures shall be permitted during the construction period of houses or as a temporary real estate sales office of the Association for the sale of Lots. No garage, outbuilding, or other appurtenant structure shall be used for residential purposes, either temporarily or permanently.

15. No garage or carport shall be constructed by any Lot Owner within forty (40) feet of the right-of-way of the street or roadway upon which the Lot fronts. All garages and/or carports shall be used only for the parking of automobiles and the storage of boats. Tools, equipment, and other personal belongings of Lot Owners must be stored in suitable enclosures. All garages shall be equipped with garage doors which shall be closed at all times except during periods of ingress and/or egress.

16. No exposed above-ground tanks or receptacles shall be permitted for the storage of fuel, water, or any other substance, except for refuse produced through normal daily living and of a nature which is satisfactory for pick-up by the Metropolitan Department of Public Works. All refuse containers of this type shall be screened from view from the street and adjoining lots.

17. Outside lights at eaves and door entrances shall be permitted, but no exterior flashing or high-intensity lights, floodlights, or spotlights on the exterior of any building shall be permitted, except with the prior written approval of the Association.

Section Four. 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 maintenance shall include, but not be limited to, painting, repairing, replacing, and caring for roofs, gutters, downspouts, building surfaces, walkways, driveways, and other exterior improvements, cutting grass, lawn maintenance, and proper care for all trees, shrubbery, and other landscaping. The Association shall contract with one (1) or more landscaping services to provide maintenance services for the Common Areas, provision for which shall be made in the monthly or annual assessments.

In the event that an Owner shall fail to maintain his Lot and the improvements thereon in a manner satisfactory to the Board of Directors of the Association and in the event that such Owner fails to cure such condition or diligently to commence to cure the same within thirty (30) days after written notice of his failure duly given to him by the Board of Directors, the Association may, with the approval of two-thirds (2/3) of its Members, enter upon the property and repair, maintain, and restore the same. In the event that an Owner shall fail to maintain his lawn, trees, and/or shrubbery, the Association may, with the approval of its Board of Directors, but without the necessity of a vote of the membership, proceed to cause the deficiency to be corrected by cutting grass, raking leaves and excess grass, pruning trees and shrubbery, and other corrective measures deemed necessary by the Association's Board of Directors; provided that the Owner shall receive not less than ten (10) days' notice of such deficiency and an opportunity to commence to cure the same, following his first violation of this covenant, before the Association shall embark upon any such corrective work. Subsequent violations of this lawn, tree, and shrubbery maintenance covenant may be corrected without notice. All costs incurred in any such repair, maintenance, or restoration shall be charged against the Owner or Owners of such Lot as the personal obligation of such Owner or Owners and as a lien upon the Lot in question, enforceable and collectible in the same manner and to the same extent as a maintenance assessment.

Section Five. Residential Use. Each Lot shall be used only for private, single-family residential purposes and not otherwise.

Section Six. Parking of Automobiles. A minimum of two (2) off-street parking spaces for each residence must be provided by each Lot Owner, provided that any Lot Owner having more than two (2) automobiles shall provide additional off-street parking, to the end that adequate parking spaces shall be provided by each Lot Owner for all automobiles owned by him. Parking for guests of residents and visitors may be provided by the Association at the locations shown on the recorded plat, which spaces shall be for the use of guests of Lot Owners and visitors and shall not be assigned to or used by individual Lot Owners or family members residing with them. Additionally, the Association may permit the use of certain designated open spaces for the parking of automobiles on special occasions.

Section Seven. Hobbies and Activities. The pursuit of any inherently dangerous activity or hobby, including, without limitation, the assembly and disassembly of motor vehicles or other mechanical devices, the shooting of firearms,

fireworks, or pyrotechnic devices of any type or size, and other such activities shall not be pursued or undertaken on any part of any Lot or upon the Common Areas without the consent of the Association.

Section Eight. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, pastured, or maintained on any Lot, except household pets which may be kept thereon in reasonable numbers as pets for the sole pleasure of the occupants, but not for any commercial purpose or use. All pets shall be kept by their respective owners at all times within fenced areas to be located upon the Lot of such Owners, or on a leash. The Association may take appropriate measures to insure compliance with this provision, including requiring the permanent removal from the Property of any pets deemed to be a nuisance.

Section Nine. Nuisances and Unsightly Materials. No house or other structure on any Lot shall be used for any commercial or business purpose. Each Owner shall refrain from any act or use of his Lot which could reasonably cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. No noxious, offensive, or illegal activity shall be carried on upon any Lot. Boats and boat trailers may be stored on the Property, but may not be visible from neighboring Lots, streets, roads, or open areas. No motorcycle, motorbike, motor scooter, or any other unlicensed motorized vehicle shall be permitted to be operated on or in the streets or other Common Areas at BELLEBROOK.

Section Ten. 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.

Section Eleven. Exclusive Contractors. In order to minimize confusion and complications which may result from the construction of a number of residential structures upon the Property at the same time, and in order to insure the maintenance of a high quality of construction, the Association reserves the right to approve contractors, and subcontractors, who shall be authorized and permitted to construct and perform work on residential structures upon Lots within the Property.

ARTICLE VI
EASEMENTS

Section One. General. Each Lot subject to this Declaration shall be subject to all easements shown or set forth on the recorded plat 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 the 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 by the Association, firemen, ambulance personnel, and all similar persons to enter upon the Property or any portion thereof which is made subject to this Declaration in the performance of their respective duties. Further, employees of the Metropolitan

Government of Nashville and Davidson County, Tennessee, or of any utility serving the Property, may enter upon the Property for the purpose of making repairs.

ARTICLE VII
SALE OR LEASE OF LOTS

Section One. Right of First Refusal. To assure a community of congenial Owners and thus protect the value of the residences in BELLEBROOK, any Owner, other than Developer, who desires to sell or lease any Lot or Lots, either improved or unimproved, shall first offer the same for sale or lease to the Association at the same price and on the same terms at which the highest bona fide offer has been made to the Owner therefor. To this end, any Owner, desiring to sell or lease any Lot, shall give the Association notice by certified mail, return receipt requested, of his desire to sell or lease such Lot(s), together with the consideration, terms of payment, and all other relevant information contained in said bona fide offer, which notice shall constitute the offer of said Owner to sell such Lot to the Association for the same price and upon the same terms. Within fifteen (15) days thereafter, the Association may (a) approve the transaction; (b) furnish a purchaser or lessee approved by it who will accept the transaction upon terms as favorable as those stated in the notice; (c) purchase or lease upon the same terms and conditions subject to the right of the Association to obtain an appraisal which shall govern if the appraised value is less than the price at which the Owner intended to sell or lease; or (d) fail to respond, in which event the transaction will be deemed approved. Any Lot purchaser who shall purchase from any Owner after compliance with this section shall purchase subject to a like right of first refusal which shall exist in favor of Developer or the Association, as the case may be.

Section Two. Sale by Mortgagee. The right of first refusal granted in Section One of this Article VII shall not apply to the holder of a first mortgage or deed of trust upon the exercise of any power of sale thereunder, or the acceptance by such holder of a deed conveying any Lot to it in lieu of foreclosure, provided, nevertheless, that the purchaser at any foreclosure sale, or the holder of such first mortgage or deed of trust, following its acceptance of a deed in lieu of foreclosure, shall take and hold title to the Lot in question subject to the right of first refusal granted in Section One of this Article.

ARTICLE VIII
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 September 30, 1992, at which time they shall automatically be 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 Property to change, amend, or revoke the Restrictions in whole or in part. Every purchaser or subsequent grantee of any interest in the Property made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that the Restrictions set forth in this Declaration may be extended as provided in this Article VIII.

Section Two. Amendment. The provisions of this Declaration may be amended by Developer, without joinder of any Lot Owner, for a period of two (2) years from the date hereof and thereafter by an agreement signed by at least three-fourths (3/4) of the Owners whose Lots are subject hereto. No such amendment shall become effective until the instrument evidencing such change has been filed of record. Every purchaser or subsequent grantee of any interest in the Property made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that the provisions 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 BELLEBROOK 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 assessments. Any failure by Developer or any Owner to enforce any of said Restrictions or other provisions shall in no event be deemed a waiver of the right to do so thereafter. Invalidation of any one (1) 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 applications 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 for convenience only and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular sections to which they refer. The covenants, agreements, and rights set forth herein shall be binding upon and inure to the benefit of the respective legal representatives, successors and assigns of Developer and all persons claiming by, through, or under Developer.

Section Five. Unintentional Violation of Restrictions. In the event of an unintentional violation of any of the foregoing Restrictions with respect to any Lot, Developer or its successors or assigns 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, Developer has caused this Declaration of Covenants, Conditions, and Restrictions to be executed on the day and date first above written.

NICKEL-CASE JOINT VENTURE

By: James I. Vance Berry, Trustee
James I. Vance Berry, Trustee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this 15th day of September, 1982, before me appeared James I. Vance Berry, Trustee, to me personally known, who, being by me duly sworn, did say that he is Trustee for Nickel-Case Joint Venture, a joint venture, and that said instrument was signed and sealed in behalf of said joint venture by authority of the Joint Venture Agreement, and said James I. Vance Berry, Trustee, acknowledged said instrument to be his free act and deed and the free act and deed of said joint venture, and that said joint venture has no seal.

WITNESS my hand and seal at office in Nashville, Tennessee, this 16th day of September, 1982.

Notary Public

My Commission Expires: 10-10-85

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T
IDENTIF. REFERENCE

SEP 16 3 52 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN