THIS INSTRUMENT PREPARED BY:
THOMAS V. WHITE, ATTORNEY, FIRST AMERICA
CENTER, 26TH FLOOR, NASHVILLE, TN 37238

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

BOOK 6071 PAGE 786

THIS DECLARATION, made on the date hereinafter set forth by Heritage Square, Inc., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Heritage Square Subdivision, of record in Book 5200, Page 539, County of Davidson, State of Tennessee, which is more particularly described as follows:

******See Exhibit "A" ******

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

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Heritage Square, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons, entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVE.

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

BOOK 6071 PAGE 787

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

SEE EXHIBIT "B"

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

Section 6. "Declarant" shall mean and refer to Heritage Square, Inc. _____, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

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

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

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

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

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

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

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

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

Class B. The Class B member(s) shall be the Declarant and shall be entitled to six (6) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

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

(b) on January 1, , 1987.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Twenty dollars ($20.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

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

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

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

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in

lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

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

ARTICLE VI

GENERAL PROVISIONS

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

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during

the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the properties by the Declarant without the consent of the members within eight (8) years of the date of the instrument provided that F.H.A. and V.A. determine that the annexation is in accordance with the general plan heretofore approved by them.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 1st day of June, 1983.

HERITAGE SQUARE, INC.
Declarant

BY: James M. Fischer Jr.
James M. Fischer, Jr.

STATE OF TENNESSEE:

COUNTY OF DAVIDSON:

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, JAMES M. FISCHER, Jr., and who, upon oath, acknowledged himself to the Incorporator of Heritage Square, the within named corporation, and that he as such Incorporator, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Incorporator.

WITNESS my hand and seal, at office in Nashville, Tennessee this 1st day of June, 1983.

Angela M. Steffenhagen
Notary Public

My Commission Expires: 1/22/84

Revised 5-24-83

EXHIBIT "A"

LEGAL DESCRIPTION

HERITAGE SQUARE, PHASE III

BOOK 6071 PAGE 773

Land in Davidson County, Tennessee, and described as follows:

Beginning at a concrete monument located in the northern R.O.W. margin of Heritage Drive, said monument also being the northeast corner of Heritage Square, Phase I; thence with said R.O.W. along the chord of curve, having a radius of 322.16 feet and a length of 100.14 feet, N 74° 18' 41" E 99.74 feet to a concrete monument; thence N 65° 24' 03" E 604.50 feet to a concrete monument, the beginning of a curve to the left; thence with the chord of said curve, having a radius of 191.19 feet and a length of 118.20 feet, N 47° 41' 12" E 116.33 feet to a concrete monument; thence S 60° 01' 20" E 60.0 feet to a concrete monument; thence with the chord of a curve, having a radius of 251.19 feet and a length of 135.30 feet, S 45° 24' 22" W 133.67 feet to a concrete monument; thence S 66° 21' 35" E 166.22 feet to a concrete monument; thence S 0° 20' 00" E 373.20 feet to a concrete monument; thence S 32° 04' 06" E 102.41 feet to a concrete monument; thence S 27° 11' 15" E 179.93 feet to a concrete monument; thence N 86° 56' 23" W 711.36 feet to a concrete monument; thence N 3° 07' 19" E 105.31 feet to a concrete monument; thence N 9° 24' 43" E 24.0 feet to a concrete monument; thence with the chord of a curve, having a radius of 428.0 feet and a length of 76.08 feet, N 75° 24' 04" W 75.98 feet to a concrete monument; thence N 5° 12' 57" W 242.49 feet to a concrete monument; thence with the chord of a curve, having a radius of 1360.01 feet and a length of 179.77 feet, S 79° 27' 14" W 179.64 feet to a concrete monument; thence N 6° 46' 03" W 60.0 feet to the point of beginning, said tract containing 8.90 Acres, more or less.

Revised 5-25-83

EXHIBIT "A"

DESCRIPTION - PRIVATE DRIVES

HERITAGE LANE

BOOK 6071 PAGE 774

Heritage Lane is a 24 foot wide private drive, the location of the centerline is described as follows:

Commencing at a concrete monument in the southeast corner of Heritage Square, Phase III; thence N 3° 07' 19" E 105.31 feet to a concrete monument; thence N 9° 24' 43" E 12.0 feet to the point of beginning, the centerline of Heritage Lane; thence with said centerline along a curve to the left, having a radius of 617.68 feet, 92.81 feet to a point; thence continuing on said centerline S 89° 11' 50" E 488.62 feet to a point, the beginning of a curve to the left; thence with said curve, having a radius of 100.0 feet, 49.76 feet to the end of private drive this Phase III.

EXHIBIT "A"

PEWTER COURT

Beginning at the intersection of the southern R.O.W. margin of Heritage Drive and the centerline of Pewter Court; thence with said R.O.W. N 65° 24' 03" E 33.5 feet to a point; thence with the chord of a curve, having a radius of 21.50 feet and the length of 33.77 feet, S 20° 24' 06" W 30.41 feet to a point; thence S 24° 35' 57" E 28.30 feet to a point; thence with the chord of a curve, having a radius of 182.0 feet and a length of 84.49 feet, S 11° 18' 07" E 83.74 feet to a point; thence S 2° 00' W 100.82 feet; thence with the chord of a curve, having a radius of 18.0 feet and a length of 28.27 feet, S 42° 59' 40" E 25.46 feet to a point; thence S 2° 00' W 16.81 feet to a point; thence S 88° 39' 20" W 60.11 feet to a point; thence N 2° 00' E 17.25 feet to a point; thence with the chord of a curve, having a radius of 18.0 feet and a length of 28.27 feet, N 47° 00' 20" E 25.46 feet to a point; thence N 2° 00' E 103.88 feet to a point; thence with chord of a curve, having a radius of 158.00 feet and a length of 73.35 feet, N 11° 17' 47" W 72.69 feet to a point; thence with the chord of a curve, having a radius of 25.0 feet and a length of 39.27 feet, N 69° 35' 31" W 35.36 feet to a point; thence N 65° 24' 03" E 37.0 feet to the point of beginning.

EXHIBIT "A"

CANDLEWICK COURT

BOOK 6071 PAGE 776

Beginning at the intersection of the southern R.O.W. margin of Heritage Drive and the centerline of Candlewick Court; thence with said R.O.W. N 65° 24' 03" E 37.0 feet to a point; thence with the chord of a curve, having a radius of 25.0 feet and a length of 39.27 feet, S 20° 23' 55" W 35.36 feet to a point; thence with the chord of a curve, having a radius of 196.11 feet and a length of 94.46 feet, S 10° 48' 02" E 93.55 feet to a point; thence S 3° 00' W 10.0 feet to a point; thence with the chord of a curve, having a radius of 18.0 feet and a length of 28.27 feet, S 42° 00' 20" E 25.46 feet to a point; thence S 3° 00' W 13.78 feet to a point; thence S 88° 15' 17" W 60.21 feet to a point; thence N 3° 00' E 18.76 feet to a point; thence with the chord of a curve, having a radius of 18.0 feet and a length of 28.27 feet, N 48° 00' 34" E 25.46 feet to a point; thence N 3° 00' E 10.0 feet to a point; thence with the chord of a curve, having a radius of 172.11 feet and a length of 82.90 feet, N 10° 48' 13" W 82.11 feet to a point; thence with the chord of a curve, having a radius of 25.0 feet and a length of 39.27 feet, N 69° 36' 05" E 35.36 feet to a point; thence N 65° 24' 03" E 37.0 feet to the point of beginning.

EXHIBIT "A"

COLONIAL COURT

Beginning at the intersection of Heritage Lane northern R.O.W. and the centerline of Colonial Court; thence with said R.O.W. N 89° 11' 50" W 27.0 feet to a point; thence with the chord of a curve, having a radius of 15.0 feet and a length of 23.56 feet, N 45° 48' 08" E 21.21 feet to a point; thence N 0° 48' 10" E 147.0 feet to the beginning of a curve to the left; thence with the chord of said curve, having a radius of 18.0 feet and a length of 28.27 feet, N 44° 11' 19" W 25.46 feet to a point; thence N 0° 48' 10" E 17.11 feet to a point; thence N 88° 15' 17" E 60.06 feet to a point; thence S 0° 48' 10" W 19.79 feet to a point; thence with the chord of a curve, having a radius of 18.0 feet and a length of 28.27 feet, S 45° 48' 43" W 25.46 feet to a point; thence S 0° 10' 48" W 147.0 feet to a point; thence with the chord of a curve, having a radius of 15.0 feet and a length of 23.56 feet, S 44° 11' 52" E 21.21 feet to a point; thence N 89° 11' 50" W 27.0 feet to the point of beginning.

EXHIBIT "A"

PILGRIM COURT

Beginning at the intersection of the north R.O.W. margin of Heritage Lane and the centerline of Carriage Court; thence N 89° 11' 50" W 27.47 feet to a point; thence with the chord of a curve, having a radius of 14.78 feet and a length of 23.89 feet, N 47° 07' 26" E 21.37 feet to a point; thence N 0° 48' 10" E 135.61 feet to a point; thence with the chord of a curve having a radius of 18.0 feet and a length of 28.27 feet N 44° 12' 15" W 25.46 feet to a point; thence N 0° 48' 10" E 17.0 feet to a point; thence S 89° 16' 02" E 4.0 feet to a point; thence N 88° 15' 17" E 56.11 feet to a point; thence S 0° 48' 10" W 16.48 feet to a point; thence with the chord of a curve, having a radius of 18.0 feet and a length of 28.27 feet, S 45° 49' 39" W 25.46 feet to a point; thence S 0° 48' 10" W 139.0 feet to a point; thence with the chord of a curve, having a radius of 15.0 feet and a length of 23.56 feet, S 44° 11' 52" E 21.22 feet to a point; thence N 89° 11' 50" W 27.0 feet to the point of beginning.

EXHIBIT "B"

Revised 5-25-83

COMMON AREAS

BOOK 6071 PAGE 779

Beginning at a point in the southern R.O.W. margin of Heritage Drive at the dividing line between Heritage Square, Phase I and Phase III; thence with the chord of a curve, having a radius of 382.16 feet and a length of 118.79 feet, N 74° 18' 41" E 118.31 feet to a point; thence N 65° 24' 03" E 105.81 feet to a point; thence S 24° 35' 57" E 81.58 feet to a point; thence S 89° 16' 02" E 93.81 feet to a point; thence N 88° 15' 17" E 296.55 feet to a point; thence N 88° 39' 20" E 60.11 feet to a point; thence N 89° 15' 56" E 101.12 feet to a point; thence N 2° 00' 00" E 226.98 feet to a point; thence S 66° 21' 35" E 33.0 feet to a point; thence S 0° 20' 00" E 373.20 feet to a point; thence S 32° 04' 06" E 102.41 feet to a point; thence S 27° 11' 15" E 179.93 feet to a point; thence N 86° 56' 23" W 81.03 feet to a point; thence N 9° 25' 43" W 150.82 feet to a point; thence with the chord of a curve, having a radius of 88.0 feet and a length of 15.70 feet, S 84° 29' 19" W 15.70 feet to a point; thence N 89° 11' 50" W 53.41 feet to a point; thence N 0° 48' 10" E 130.0 feet to a point; thence N 89° 11' 50" W 55.0 feet to a point; thence N 0° 48' 10" E 72.75 feet to a point; thence S 89° 15' 56" W 74.48 feet to a point; thence S 88° 15' 17" W 332.16 feet to a point; thence N 89° 16' 02" W 119.66 feet to a point; thence N 86° 40' 19" W 35.75 feet to a point; thence N 5° 12' 57" W 78.95 feet to a point; thence with the chord of a curve, having a radius of 1360.01 feet and a length of 179.77 feet, S 79° 27' 14" W 179.64 feet to the point of beginning.

3638 06/08 42.00- CHECK
H52833
IDENTIF. REFERENCE
JUN 8 3 39 PM '83
FELIX A. [illegible] REGISTER
DAVIDSON COUNTY, TN