File 21

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DECLARATION BOOK 6143 PAGE 11

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by GEORGE T. HICKS, hereinafter referred to as "Declarant".

WITNESSETH:

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

> That land lying in Davidson County, Tennessee, and being shown on the Plat of Phase One, Villages of Brentwood, as of record in Book 5200, page 613, in the Register's Office for Davidson County, Tennessee.

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 Villages of Brentwood Homeowners Association, its successors and assigns.

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

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

Section 4. "Common Area" shall mean all real property (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:

Streets (other than those dedicated for maintenance by the Metropolitan Government of Nashville and Davidson County), Sidewalks, and other passageways, parks, recreational areas, walls, fences, and all of the areas designated as "green areas" on the overall Planned Unit Development Plan of Villages of Brentwood.

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. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling or townhouse dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

Section 6. "Declarant" shall mean and refer to George T. Hicks, his heirs, successors or 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 three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

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

(b) on January 1, 1990, or

(c) when seventy-five (75%) percent of the lots or living units have been sold by the Declarant.

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 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 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. Provided however, the only property and/or maintenance item in the PUD that shall be assessed to all owners of property within the community shall be the green areas, the entry structure at Amalie, the maintenance of the island within the right-of-way of Amalie, and the planting at the stream crossing nearest to Huntington Parkway. Certain other common areas shall be assessed to particular units or lots within the PUD as set forth in Section 4(b) below.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be ONE DOLLAR ($1.00) 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.

In no event shall the lots or living units owned by the Developer be exempt from assessment.

Section 4.

(a) 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.

(b) Special Assessments for Certain Common Areas. In addition to the annual assessments authorized in Section 3 above, and the special assessments for capital improvements authorized in Section 4(a) above, the Association may levy in any assessment year a special assessment for certain lots as set forth below for the cost of maintenance, construction, reconstruction, repair or replacement of the following items:

(1) Lots that share a service driveway behind the residence will be assessed separately to said lots.

(2) Within the townhouse section, parking and any roads not dedicated for public maintenance will be assessed separately to the lots in said townhouse section.

(3) Within the zero lot line section, the perimeter fence along with the green areas of that section, the gazebo, or any other improvements for the express use of that section shall be assessed separately to the lots in said section.

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, except as otherwise set out herein in Section 4(b), 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 twelve (12%) 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, including color, 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. The initial Architectural Control Committee shall be composed of George Hicks, Cathie Obolenski, and J. M. Grissim. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power to change the membership of the committee. No fence or wall shall be erected, placed upon, or altered on any lot nearer to any street than the minimum building setback line, unless similarly approved.

ARTICLE VI

SINGLE FAMILY DETACHED DWELLING COST, QUALITY AND SIZE

The ground floor area of the main structure, exclusive of porches and garages, shall be not less than 1400 square feet. Provided however, this provision shall not prohibit the construction of a two-story detached dwelling of at least 1600 square feet. The exposed portion of the foundation shall be either clay brick or natural stone. However, quality allowances shall be credited against the minimum area as follows: A minimum of 50 percent of the exterior wall surfaces, exclusive of gables, veneered with clay brick or natural stone shall earn a credit of 100 square feet. An attached garage or full basement shall earn a credit of 200 square feet. A second full bathroom shall earn a credit of 60 square feet. A woodburning fireplace shall earn a credit of 35 square feet. Patios or wooden decks, 120 square feet or more, shall earn a credit of 35 square feet. A heat pump, including central air conditioning, shall earn a credit of 70 square feet. A paved driveway shall earn a credit of 100 square feet. A TVA energy efficiency certificate or a 10 year homeowner's warranty shall earn a credit of 75 square feet. A roof pitch of 6/12 or steeper shall earn a credit of 50 square feet. Provided however, regardless of any credits given above, the ground floor area of the main structure, exclusive of porches and garages, shall not be less than 900 square feet for a one story strcture, nor less than 1,000 square feet for a two story structure.

ARTICLE VII

QUALITY AND SIZE OF TOWNHOUSE

The exposed portion of the foundation shall be either clay brick or natural stone. The heated living area of a townhouse is to be at least 1200 square feet for a two-story dwelling and at least 1000 square feet for the one-story dwelling. However, quality allowances shall be credited against this minimum area if the dwelling is more than fifty (50%) percent clay brick veneer or natural stone veneer. Then this area may be decreased by 100 square feet. A TVA energy efficiency certificate or a 10 year homeowners warranty shall earn a credit of 75 square feet. A finished living area in the basement shall earn a credit of 75 percent of the total finished living area provided in the basement. A full second bathroom shall earn a credit of 60 square feet. A woodburning fireplace shall earn a credit of 35 square feet. A patio or wooden deck of 120 square feet or more shall earn a credit of 35 square feet. Heat pumps, including central air conditioning, shall earn a credit of 70 square feet. A roof pitch of 6/12 or steeper shall earn a credit of 50 square feet. Provided however, regardless of any credits given above, the heated living area of any townhouse shall be at least 900 square feet for a two story strcture, and at least 700 square feet for a one story structure.

ARTICLE VIII

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easement. The easements of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE IX

NUISANCES

No noxious or offensive activity shall be carried on upon the lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

ARTICLE X

TEMPORARY STRUCTURES

No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Provided however, this shall not serve to prohibit the Declarant or his assigns from maintaining a temporary structure for the purpose of a sales or construction office during the development and construction period.

ARTICLE XI

RECREATIONAL VEHICLES

Boats, trailers, campers, all recreational vehicles, etc., shall not be parked on the property, except in the back yard of a house at any time.

ARTICLE XII

LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

ARTICLE XIII

SLOPE CONTROL AREAS

Slope control areas are reserved as shown on the plan and as shown on the drainage easements and as shown on the recorded Subdivision Plat. Within these slope control areas, no structures, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE XIV

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 with the consent of two-thirds (2/3) of each class of members. This approval shall not be required for any of the property described in the Articles of Incorporation of Villages of Brentwood, to be made subject to this Declaration of Covenants, Conditions and Restrictions of Villages of Brentwood upon filing of a subdivision plat as set forth in Article IV thereof, subjecting said property to said Declaration of Covenants, Conditions and Restrictions.

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

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 14th day of September, 1983.

DECLARANT:

George T. Hicks
GEORGE T. HICKS

Sallie R. Hicks
SALLIE R. HICKS

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public of said County, the within named GEORGE T. HICKS and SALLIE R. HICKS, the within named bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand, at office in Nashville, Tennessee, this 14th day of Sept., 1983.

Theresa Mitchell
NOTARY PUBLIC

My Commission Expires: 2-26-84

THERESA MITCHELL NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

H 7 5 5 0 4

IDENTIF. REFERENCE

SEP 23 12 05 PM '83

FELIX E. [illegible] REGISTER
DAVIDSON COUNTY, TN

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