THIS INSTRUMENT PREPARED BY:
FOLEY & WEISS, ATTORNEYS
Suite 500, One Church Street Building
Nashville, Tennessee 37201

BOOK 6601 PAGE 7

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Hunter's Branch Development, Inc., hereinafter referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, "Declarant" is the owner of certain property in Nashville, County of Davidson, State of Tennessee, which is more particularly described on Exhibit "A" attached and made a part hereto; and,

WHEREAS, Hunter's Branch Development, Inc., desires to develop its property in stages. The first stage of the development is more particularly described in Exhibit "B" attached hereto and made a part hereof; and,

NOW THEREFORE, "Declarant" hereby declares that all of the properties described in Exhibits "A" and "B" attached hereto 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 Hunter's Branch 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:

All areas shown on the recorded plan as "Common Areas" and including all roads, pipes, wires, conduits, ducts, cables, public utility lines and other improvements necessary for the overall integrity of the properties.

Each owner shall have an easement in common with the owners of all other family units to use all of the common elements located in and serving his or other units.

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 Hunter's Branch Development, 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 two-thirds of each class of members and approved by the Metropolitan Planning Commission 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 Clase 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, 1988.

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 therefore, 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 fee, 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, insurance, and maintenance of the Common Area.

In the event that the Association or any Successor Association shall fail to maintain the Common Area in reasonable order and condition in accordance with the adopted master development plan, the zoning administrator may serve written notice upon the Association and/or the Owners or residents of the Planned Unit Development and hold a public hearing, and if, after thirty (30) days, the deficiences are not corrected, the zoning administrator shall call upon any public or private agency to maintain said Common Area for a period of one (1) year, and if the zoning administrator determines that the Association is not prepared for such maintenance, cost of such maintenance shall be assessed proportionally against the properties within the Planned Unit Development that have a right of enjoyment of the common open space, and shall become a lien on said properties.

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 Ten and NO/100 Dollars ($10.00) 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 15% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediate following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 15% 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 of or proxies entitled to cast sixty percent (60%) of all the votes in 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 (1/2) 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 at the rate of 10 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

Section 1. 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.

Section 2. In order to provide an orderly plan of construction and protect the common interest of the Lot Owner of any part of the land described in Exhibit "A" and Exhibit "B" exclusively, the following listed restrictive covenants are hereby agreed upon and shall be covenants running with the land and shall be binding upon the Declarants and all subsequent Owners thereof, in any capacity whatsoever:

1. LAND USE AND BUILDING TYPE: No lots 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 one detached two family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars.

2. DWELLING QUALITY AND SIZE: It is the intention and purpose of the covenants to assure that all dwellings shall be of quality workmanship and materials substantially the same or better which can be reproduced on the date these covenants are recorded. The ground floor shall not be less than 800 square feet for a one story building nor less than 700 square feet for the ground floor area of the dwelling of more than one story. Houses containing basements shall be considered a one story building. Split foyer style houses shall have a minimum of 800 square feet on the main level.

3. BUILDING LOCATION: No building shall be located on any lot nearer to the front line or nearer to the side line than the minimum building setback line shown on the recorded plat.

4. TEMPORARY STRUCTURE: No structures of a temporary character, shack, trailer, basement, tent, garage, barn, or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

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

6. FENCES: On corner lots, no fences shall be constructed or maintained on either building or setback line and either street or in front of building setback line on either adjoining lot; and on all other lots, no fence shall be constructed or maintained between the front building or setback line and the street; provided, however, the planting of hedges, shrubbery or evergreens in lieu of a fence and extending to the front or sides of any lot is premitted, provided such planting shall not be maintained at a height in excess of 42 inches.

7. TERMS: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

8. All plans must be approved in writing by the Grantors.

9. No lot or lots as shown hereon shall again be subdivided, resubdivided, altered or changed so as to produce less area than hereby established, unless otherwise approved by the Metropolitan Planning Commission.

10. Drainage easement as shown on the recorded plat shall be for the purpose of construction, maintaining, opening or widening storm drains, sewerage lines and open ditches.

11. No debris, old lumber or other unsightly objects shall be moved onto any lot in said subdivision. Construction or improvements thereon shall be completed within ten (10) months but nothing shall preclude the construction of addition to dwellings or garages. Any addition to dwellings or garages must meet the Metropolitan Codes regulations for this subdivision and a building permit obtained prior to any addition being started.

12. It shall be obligatory upon all owners of the lots in this subdivision to consult with the Chief Engineer of the Highway Department of Davidson County, Tennessee, before any driveways, culverts, other structures or grading are constructed within the limits of any dedicated roadway and such placement or construction shall be done in accordance with the requirements of the County Highway Commission applying to county roads in order that the roads or streets within the subdivision which would be affected by such placement or construction may not be disqualified for acceptance by the County into the public road system.

13. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violations or to recover damages.

14. SEVERABILITY: Invalidation of any one of these covenants by judgment of Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

15. The right is expressly reserved to the developers and owners of this subdivision, their representatives, heirs, successors and assigns to construct all streets, roads, alleys or other public ways as now or hereafter may be shown on this plan of subdivision at such grades or elevation as they in their sole discretion may deem proper; and for the purpose of constructing such streets, roads, alleys or public ways, they additionally shall have an easement

not exceeding ten (10) feet in width upon and along each adjoining lot for the construction of proper bank slopes in accordance with the specifications of the government body or agency having jurisdiction over the construction of public roads; and no owner of any lot in this subdivision shall have any right of action or claim for damages against anyone on account of the grade of elevation at which such road, street, alley or public way may hereafter be construction or on account of the bank slopes constructed within the limits of the said ten (10) foot easement.

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 way 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 land within the area described in Book 6315, Page 334, of the land records of Davidson County may be annexed by the Declarant without the consent of members provided that the FHA and/or the Veterans Administration determines that the annexation is in accord 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 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 9th day of May, 1985.

"Declarant"

HUNTER'S BRANCH DEVELOPMENT, INC.

BY: _____
Eugene T. Collins, President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared EUGENE T. COLLINS, with whom I am personally acquainted and who upon his oath acknowledged himself to be the President of the HUNTER'S BRANCH DEVELOPMENT, INC., the within named bargainor, a corporation, and that he as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by the said EUGENE T. COLLINS as such President.

Witness my hand and official seal at office at Nashville, Tennessee, on this the 9th day of May, 1985.

My Commission Expires: 2/19/88

_____
Notary Public

NOTARY PUBLIC AT LARGE · STATE OF TENNESSEE

EXHIBIT "A"

LAND in the Second Civil District of Davidson County, Tennessee, and being described according to an unrecorded survey by Barge, Waggoner, Sumner & Cannon, dated May 17, 1984, as follows; to-wit:

BEGINNING at a concrete monument in the southeasterly intersection of Nolensville Pike and Barnes Road, eastward South 80° 48' 14" East along the margin of said Barnes Road, 744.61 feet to an iron rod; thence, South 08° 44' 04" West, 419.72 feet to an iron rod; thence, South 81° 16' 42" E st, 208.59 feet to an iron rod; thence, South 73° 25' 18" East, 200.04 feet to an iron rod; thence, South 41° 18' 17" East, 315.21 feet to an iron rod; thence, South 52° 10' 33" East, 534.28 feet to an iron rod; thence, South 02° 45' 05" West, 518.22 feet to an iron rod; thence, South 89° 51' 31" West, 1,444.26 feet to an iron rod in the easterly margin of Nolensville Pike; thence, along the easterly margin of Nolensville Pike in a northerly direction with a curve to the left having a center angle of 11° 39' 44", a radius of 5,765 feet and a curve length of 1,173.44 feet to a concrete monument; thence, North 11° 38' West, 554.16 feet to the beginning, containing 41.43 acres, more or less.

BEING the same property conveyed to Hunter's Branch Development, Inc., by Deed from Georgia Jones Rice, a widow, of record in Book 6315, Page 334, Register's Office for Wilson County, Tennessee.

EXHIBIT "B"

BEING a parcel of land in the Second Civil District of Davidson County, Tennessee, located East of Nolensville Pike and South of Barnes Road, more particularly described as follows:

BEGINNING at a point at the intersection of the southerly margin of Barnes Road and the easterly margin of Nolensville Pike; thence, with the southerly margin of Barnes Road, South 80° 48' 14" East, 744.61 feet to a point; thence, leaving Barnes Road, South 08° 44' 04" West, 419.72 feet to a point; thence, South 81° 16' 42" East, 46.75 feet to a point; thence, South 09° 50' 55" West, 144.35 feet to a point; thence, North 80° 09' 05" West, 54.02 feet to a point; thence, South 09° 50' 55" West, 80.00 feet to a point; thence, North 78° 24' 08" West, 78.42 feet to a point; thence, with a curve to the right having a central angle of 09° 20' 14", a radius of 305.92 feet, a tangent bearing of South 16° 15' 49" West, a tangent length of 24.98 feet, and a curve length of 49.85 feet to a point; thence, North 69° 03' 55" West, 133.05 feet to a point; thence, North 77° 45' 10" West, 114.82 feet to a point; thence, South 87° 23' 39" West, 153.51 feet to a point; thence, with the easterly margin of Nolensville Pike with a curve to the left having a central angle of 01° 47' 29", a radius of 5,765.00 feet, a tangent bearing of North 10° 44' 12" West, a tangent length of 90.13 feet, and a curve length of 180.25 feet to a point; thence, North 11° 38' 00" West, 554.16 feet to the point of beginning, containing 9.60 acres, more or less.

J1:901.2

IDENTIF. REFERENCE

JUL 8 2 44 PM '95

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

3764 07/03 10.00- CHECK