This instrument prepared by
BROWN, TODD & HEYBURN
1600 Citizens Plaza
Louisville, Kentucky 40202
and
DEARBORN & EWING
Suite 1200
One Commerce Place
Nashville, Tennessee 37239

BOOK 6841 PAGE 1

32841

IDENTIFICATION REFERENCE

Aug 30 11 19 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

BURTON HILLS

VILLAGE OF HUNTINGTON

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for BURTON HILLS VILLAGE OF HUNTINGTON is made on AUG. 26, 1985, by Burton Hills Properties, a general partnership ("Developer").

WHEREAS, Developer owns certain real property in Nashville, Davidson County, Tennessee, more particularly described in the attached Exhibit A and known as Burton Hills, which is to be developed as a residential planned unit development;

NOW, THEREFORE, Developer hereby declares that all of the property described in Article I, Section 1, and such additions as may be made pursuant to Article I, Section 2 (the "Property"), 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 the Property. The easements, restrictions, covenants and conditions shall run with the Property and be binding on all parties having any right, title or interest in it, their heirs, successors and assigns, and shall inure to the benefit of each owner.

ARTICLE I -- PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS

Section 1. Existing Property. The real property which is subject to this Declaration is located in Nashville, Davidson County, Tennessee and is more particularly described as follows:

> BEING Lots 113 through 145 inclusive as shown on the plat of Burton Hills Village of Huntington - Tract 10, of record in Book 6250, Page 612, in the Davidson County, Tennessee Register's Office.

BEING part of the same property acquired by Developer by deed dated June 28, 1984, of record in Book 6326, Page 580 in the same Register's Office.

Section 2. Additions to Existing Property. Additional real property may become subject to this Declaration in either of the following manners:

(a) Additions in Accordance with a General Plan of Development. As the owner thereof, or if not the owner, with the consent of the owner thereof, Developer shall have the unilateral right, privilege and option, without the approval of the Huntington Association (defined in Article III), from time to time and at any time until twenty years from the date of this Declaration, to subject to the provisions of this Declaration all or any portion of Burton Hills by filing in the Davidson County, Tennessee Register's Office an amendment annexing such real property. Any such annexation shall be effective upon the filing for record of such amendment unless otherwise provided in the amendment. Developer may assign this right of annexation to any person or entity.

(b) Other Additions. Subject to the consent of the owner thereof, additional real property other than that in Burton Hills may be made subject to this Declaration by filing an amendment to this Declaration in the Davidson County, Tennessee Register's Office. An amendment adding such additional property shall require the written consent or affirmative vote of Developer, as long as it owns any part of Burton Hills or, if Developer no longer owns any part of Burton Hills, the written consent or affirmative vote of a majority of the Class A members of the Huntington Association. Any such amendment shall be signed by Developer, if Developer has adopted the amendment, or by the President and the Secretary of the Huntington Association, if Developer no longer owns any part of Burton Hills and the Huntington Association has adopted the amendment, and in either case, by the owner of the real property being added, and any such amendment shall be effective upon filing, unless otherwise provided in the amendment.

Section 3. Amendment. This Article shall not be amended without the written consent of Developer, as long as Developer owns property in Burton Hills.

ARTICLE II -- PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment; Exceptions. Every lot owner shall have a right and easement of enjoyment

including, without limitation, the right of vehicular and pedestrian ingress and egress, in and to the common areas which shall be appurtenant to and shall pass with the title to every lot. This right and easement shall also be deemed granted to the Huntington Association and the lot owners' families, guests, invitees, servants, employees, tenants and contract purchasers. The term "common areas" means and refers to all areas not contained in lots and shaded on the plat of Burton Hills Village of Huntington - Tract 10. Developer releases and quitclaims to the Huntington Association its right and title to the common areas. The right of enjoyment is subject to the following provisions:

(a) The right of the Huntington Association to suspend the voting rights of an owner for any period during which any assessment against his lot remains unpaid, and for a period of time for any infraction of its published rules and regulations; and

(b) The right of the Huntington 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 to by a majority of the members of the Huntington Association, provided, the lot owners' easements of ingress and egress and any public utility easements previously established shall not be affected. Developer may dedicate utility, service or drainage easements upon, through or under the common areas at its sole discretion so long as there is in existence the Class B membership in accordance with Article III, Section 2. When Class B membership ceases, this right of Developer shall automatically pass to the Board of Directors of the Huntington Association.

Section 2. Huntington Association's Right of Entry. The authorized representative of the Huntington Association or its Board of Directors shall be entitled to reasonable access to the individual lots as may be required in connection with the preservation of property on an individual lot in the event of an emergency or in connection with the maintenance of, repairs or replacements within the common areas, or any equipment, facilities or fixtures affecting or serving other lots or the common areas or to make any alteration required by any governmental authority; provided, after any such entry the Huntington Association shall restore the lot to its former condition.

Section 3. No Partition. Except as is permitted in this Declaration or amendments thereto, there shall be no physical partition of the common areas or any part thereof, nor shall any person acquiring any interest in the Property have the right of judicial partition. This Section does not prohibit

the Board of Directors of the Huntington Association from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

Section 4. Sale of Common Areas. No common areas shall be sold or otherwise disposed of without first offering to dedicate such area to the Metropolitan Government of Nashville and Davidson County, Tennessee. This limitation neither applies to a transfer of the common areas to an organization conceived and established to own and maintain the common areas as a successor to the Huntington Association, nor to the dedication of streets or utility easements as provided in Section 1(b) of this Article. This restriction shall survive any amendment to or cancellation of this Declaration.

ARTICLE III -- HUNTINGTON ASSOCIATION

Section 1. Membership. Developer and every owner of a lot which is subject to an assessment shall be a member of a maintenance association called the Burton Hills Village of Huntington Association, Inc. (the "Huntington Association"). Such owner and member shall abide by the Huntington Association's Bylaws, Charter recorded in the Davidson County, Tennessee Register's Office, rules and regulations, shall pay the assessments provided for in this Declaration, when due, and shall comply with decisions of the Huntington Association's Board of Directors. Conveyance of a lot (except a conveyance to a trustee under a deed of trust or to a mortgagee) automatically transfers membership in the Huntington Association without necessity of further documentation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

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

(a) Class A. Class A members shall be all lot owners, with the exception of Developer, and shall be entitled to one vote for each lot owned.

(b) Class B. The Class B member shall be Developer. Developer shall be entitled to ten votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(i) When, in its discretion, Developer so determines;

(ii) When 100 percent of the lots which may be developed on the Property have been sold by Developer; or

(iii) January 1, 2010.

Section 3. Rights and Obligations of the Huntington Association.

(a) The Huntington Association shall maintain, operate and keep in good repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, the common areas, including, without limitation, open spaces, entranceways, streets, medians, streetlights, walls, crosswalks, sidewalks, storm drains, basins, and landscaping located therein.

(b) All rights reserved by the Developer in this Declaration shall automatically pass to the Huntington Association when Class B membership ceases pursuant to Article III, Section 2.

ARTICLE IV -- ASSESSMENTS

Section 1. Assessments; Creation of the Lien and Personal Obligation. Each lot owner, except Developer, by acceptance of a deed for the lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Huntington Association (i) annual assessments or charges, and (ii) special assessments for capital improvements, such assessments to be established and collected as provided in this Article IV. Developer shall be responsible for the maintenance costs of the Huntington Association, incurred over and above assessed amounts payable to the Huntington Association by the lot owners, until Class B membership is converted to Class A membership pursuant to Article III, Section 2(b). When Class B membership in the Huntington Association is converted to Class A membership, Developer shall pay assessments to the Huntington Association for each lot Developer owns in the same manner and amount as every other lot owner pays assessments. 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.

(a) The assessments levied by the Huntington Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose, or for the use and enjoyment of the common areas, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, payment of taxes assessed against the common areas, the procurement and maintenance of insurance in accordance with the Bylaws, the employment of attorneys to represent the Huntington Association when necessary, and such other needs as may arise, and for the improvement and maintenance of the common areas and lots.

(b) Until Class B membership ceases and is converted to Class A membership pursuant to Article III, Section 2(b), Developer or its nominee shall administer the assessments and receipts therefrom, which may only be used for purposes generally benefiting the Property, as permitted in this Declaration.

Section 3. Maximum Annual Assessment.

(a) Until January 1, 1986, the maximum annual assessment shall be set at a rate not to exceed $35.00 per month per lot. From and after January 1, 1986, the maximum annual assessment may not be increased each year by more than 10% of the maximum assessment for the previous year without an affirmative vote of two-thirds of each class of members pursuant to the Bylaws.

(b) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum. The Board of Directors shall determine when the assessments shall be paid.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Huntington 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 areas, including fixtures and personal property related thereto. Any such assessment shall

have the assent of the members of the Huntington Association in accordance with the Bylaws.

Section 5. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all lots except those owned by Developer during the period when Class B membership exists in the Huntington Association, as provided in Section 1 of this Article. The Board of Directors may at its discretion waive the assessment for any year or part of a year for any lot not occupied as a residence.

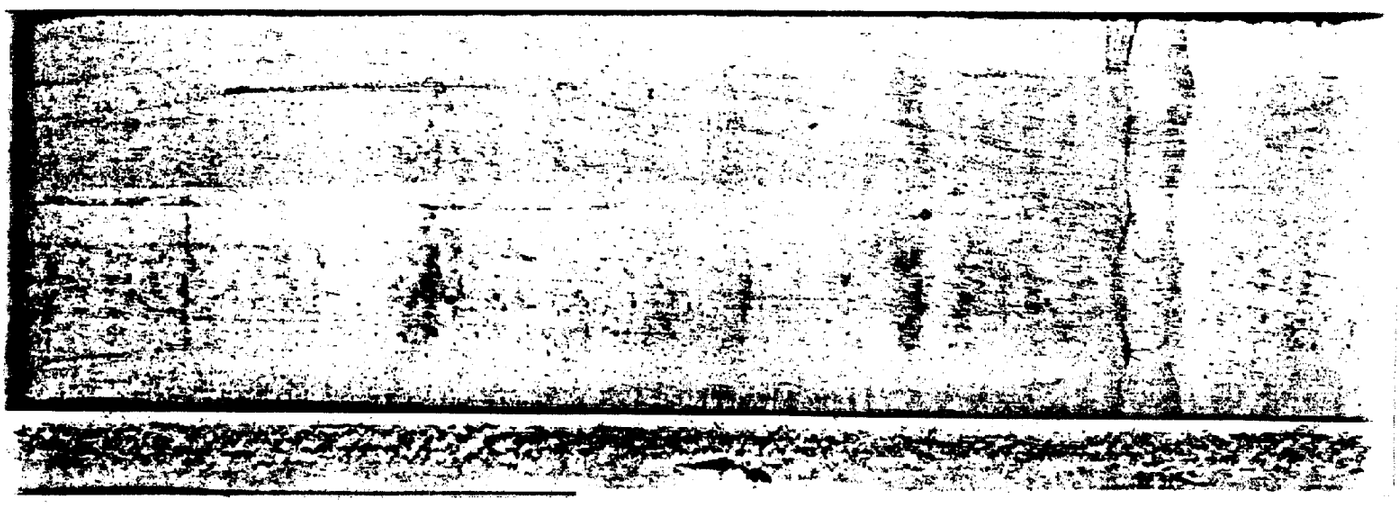
Section 6. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall begin as to any lot subject to the assessment on the first day of the month next following the date on which title to the lot is conveyed to the owner, subject to the waiver provided in Section 5 of this Article. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year when title to the lot is transferred.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Huntington Association. Any assessment not paid within fifteen days of the due date shall be subject to a late charge as determined by the Board of Directors of the Huntington Association. The Huntington Association may bring an action at law against the owner personally obligated to pay the assessment, or foreclose the lien against the property, and interest, costs and reasonable attorney fees of such action or foreclosure shall be added to the amount of such assessments. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or abandonment of his Lot.

For the purpose of rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of the assessments, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the lot owners, their heirs, successors, administrators and assigns, hereinafter in this Section 7 referred to as Trustor, hereby transfer and convey unto Stephen C. Baker, as Trustee, his successors and assigns, their respective lot with the appurtenances, estate, title and interest thereto belonging upon the use and trusts set forth in this paragraph.

To have and to hold the property to the Trustee, his successor and assigns, and his successors in trust, forever.

If the Trustor pays the assessments when due, then this trust conveyance shall be of no further force or effect with respect to the Trustor's lot. If the assessments with respect



to any lot are not paid promptly when due, this trust conveyance shall remain in full force and effect, and the Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee to sell the lot at the front door of the Court House in said County to the highest bidder for cash, at public outcry, free from the right of redemption, statutory or otherwise, homestead, dower and all exemptions of every kind, which are hereby expressly waived; and the Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Huntington Association may bid at any sale under this trust conveyance. The Huntington Association may, at any time after default in the payment of any assessment, enter and take possession of said property, and shall only account for the net rents actually received by it. It is further agreed that, in the event the Huntington Association fails, before instructing the Trustee to sell the lot, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In the case of sale hereunder, the proceeds will be applied by the Trustee as follows:

(i) First, to the payment of all costs, charges and expense of executing this conveyance and enforcing said lien as herein provided, including reasonable attorneys' fees and expenses incurred for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of the lien;

(ii) Second, to the payment of all taxes which may be unpaid with respect to such lot;

(iii) Third, to the payment of all unpaid assessments with respect to such lot;

(iv) Fourth, the residue, if any, will be paid to the owner of such lot, his order, representatives or assigns;

In the case of the death, absence, inability, or refusal to act of the Trustee at any time when action under the foregoing power and trusts may be required or for any other reason, the Huntington Association is hereby authorized and empowered to name and appoint a successor to the Trustee by an instrument in writing to be recorded in the Davidson County, Tennessee Register's Office and the title herein conveyed to the Trustee shall be vested in its successor.

The Huntington Association acting on behalf of its members, shall have the power to bid for the lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. The Huntington Association may purchase the lot subject to a first mortgage. Where the purchase of a foreclosure lot will result in a ten percent or greater increase in annual assessments, the purchase shall require the vote or written consent of a majority of the total voting power of the Huntington Association, including a majority of members of each class of membership. During the period owned by the Huntington Association, following foreclosure: (i) no right to vote shall be exercised on its behalf, and (ii) no assessment shall be assessed or levied on it. Suit to recover a money judgment for unpaid assessments and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may temporarily suspend the voting rights of a member who is in default of payment of any assessment after notice.

Section 8. Subordination of the Lien to Mortgages and Deeds of Trust. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any lot shall not affect the assessment lien or liens provided for in the preceding sections. However, the sale or transfer of any lot pursuant to a first 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 owner from liability for any assessments thereafter becoming due or relieve such lot from the lien for any assessments thereafter becoming due.

Section 9. Maintenance by Public Agency. The Nashville-Davidson County Zoning Regulations provide that if the Huntington Association fails to maintain the common areas in reasonable order and condition in accordance with the adopted master development plan, the zoning administrator may serve written notice upon the Huntington Association and/or the lot owners and hold a public hearing. If deficiencies of maintenance are not corrected within thirty days, the zoning administrator shall call upon any public or private agency to maintain the common areas for a period of one year. When the zoning administrator determines that the Huntington Association is not prepared for the maintenance of the common areas, such agency shall continue maintenance for yearly periods. The cost of maintenance by such agency shall be assesed proportionally against the lots and shall be a lien on those lots.

ARTICLE V -- USE RESTRICTIONS

Section 1. Primary Use Restrictions. No lot shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height and containing a garage for the sole use of the owner and occupants of the lot.

Section 2. Nuisances. No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

Section 3. Use of Other Structures and Vehicles.

(a) No structure of a temporary character including, without limitation, an outbuilding, trailer, basement, tent, shack, garage, barn or structure other than the main residence erected on a lot shall be permitted on any lot except temporary tool sheds or field offices used by a builder or Developer, which shall be removed when construction or development is completed and no such structure shall at any time be used as a residence, temporarily or permanently.

(b) No trailer, truck, motorcycle, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street in the subdivision. No trailer, boat, truck, or other vehicle, except an automobile, shall be parked on any street in the subdivision for a period in excess of twenty-four hours in any one calendar year.

(c) No automobile shall be continuously or habitually parked on any street or in the common areas in the Property.

Section 4. Animals. No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept, provided they are not kept, bred or maintained for any commercial or breeding purposes.

Section 5. Clothes Lines; Fences and Walls; Swimming Pools; Antennae and Receivers/Transmitters.

(a) No outside clothes lines shall be erected or placed on any lot.

(b) No fence or wall of any nature may be extended toward the front or street side property line beyond the front or side wall of the residences. As a "structure" no fence or wall of any nature may be erected, placed or altered on any lot until construction plans are approved in writing by the Developer pursuant to Article VI, Section 1.

(c) No swimming pools shall be erected or placed on any lot from the date hereof unless its design and placement are approved in writing by Developer.

(d) No antennae or microwave and other receivers and transmitters (including those currently called "satellite dishes") shall be erected or placed on any lot unless its design and placement are approved by Developer.

Section 6. Duty to Repair and Rebuild.

(a) Each owner of a lot shall, at its sole cost and expense, repair all portions of his residence and lot not maintained by the Huntington Association, keeping the same in condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear. If a lot owner fails to maintain his residence in such condition, the Huntington Association may take such action as is necessary to maintain the residence to the required standard, and the owner shall immediately, upon demand, reimburse the Huntington Association for all expenses incurred in so doing, together with allowable statutory interest, and the Huntington Association shall have a lien on that lot and residence to secure the repayment of such amounts. Such lien may be enforced in the same manner and with the same priority that the lien for annual and special assessments may be enforced.

(b) If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then the owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its apparent condition immediately prior to the casualty. Alternatively, the lot owner shall completely raze the residence and sod or seed the entire lot until such time as construction of a new residence is begun.

Section 7. Business; Home Occupations. No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy and other like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof or of Section 1 of this Article, a new house may be used by the builder thereof as a model home for display or for the builder's own office provided said use terminates within eighteen months from completion of the house or upon such additional period of time as may be expressly agreed to in writing by Developer.

Section 8. Signs. No sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet; provided, however, Developer shall have the right to (i) erect larger signs when advertising the Property, (ii) place signs on lots designating the lot number of the lots, and (iii) following the sale of a lot, place signs on such lot indicating the name of the purchaser of that lot. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

Section 9. Drainage. Drainage of each lot shall conform to the general drainage plans of Developer for the Property. No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewage system. Connections on each lot shall be made with watertight joints in accordance with all applicable plumbing code requirements.

Section 10. Disposal of Trash. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers. The restriction shall not apply during the period of construction of a residence on the lot or adjoining lots.

Section 11. Underground Utility Service.

(a) Each property owner's electric, water, sewer, gas, cable television and general utility service lines shall be underground throughout the length of service line from the utility company's point of delivery to the customer's building; and the cost of installation and maintenance thereof shall be borne by the respective lot owner upon which said service line is located.

Appropriate easements are hereby dedicated and reserved to each property owner, together with the right of ingress and egress over abutting lots or properties to install, operate and maintain electric, water, sewer, gas, cable television and general utility service lines to the utility company's termination points. Electric service lines, as installed, shall determine the exact location of said easements.

The electric and telephone easements shown on the plat shall be maintained and preserved in their present condition and no encroachment therein and no change in the grade or elevation thereof shall be made by any person or lot owner without the express written consent of the utility company or the telephone company.

(b) Easements for overhead transmission and distribution feeder lines, poles and equipment appropriate in connection therewith are reserved over, across and under all areas shown on the plat (including park, open and drainage space area) and designated for underground and overhead facilities.

Aboveground electric transformers and pedestals may be installed at appropriate points in any electric easement.

In consideration of bringing service to the Property, the utility company is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

Section 12. Rules for Common Areas. The Huntington Association is authorized to adopt rules for the use of the common areas and such rules shall be furnished in writing to the lot owners.

ARTICLE VI -- ARCHITECTURAL AND LANDSCAPE CONTROL

Section 1. Approval of Construction and Landscape Plans.

(a) No structure may be erected, placed or altered on any lot until the construction plans and building specifications and a plan showing (i) the location of improvements on the lot; (ii) the grade elevation (including rear, front and side elevations); (iii) the type of exterior material (including delivery of a sample thereof); and (iv) the location and size of the driveway (which shall be either asphalt or concrete), shall have been approved in writing by the Developer.

(b) In addition to the plans referred to in the previous paragraph, a landscape plan shall be submitted to the Developer for its approval in writing, which plan shall show the trees, shrubs and other plantings. Thereafter, no additional trees, shrubs or other plantings may be placed on any lot's yard area bordering on the common areas until a supplementary landscape plan has been submitted to Developer for its approval in writing.

(c) References to "Developer" shall include any entity, person or association to whom Developer may assign the right of approval. References to "structure" in this paragraph shall include any building (including a garage), fence, wall, antennae and microwave and other receivers and transmitters (including those currently called "satellite dishes").

Section 2. Building Materials. The exterior building material of all structures shall extend to ground level and shall be either brick, stone, brick veneer or stone veneer, a combination of same or other material approved by Developer.

Section 3. Maximum Floor Areas. The following shall be the maximum floor areas for homes to be constructed after this instrument is recorded:

(a) The total floor area of a house shall not exceed the maximum floor areas shown on the plat.

(b) Finished basement areas, garages and open porches are not included in computing floor areas.

Section 4. Setbacks. No structure shall be located on any lot nearer to the front lot line or the side street line than the minimum building setback lines shown on the recorded plat, except bay windows and steps may project into said areas, and open porches may project into said areas not more than six feet. Developer may vary the established building lines or permit encroachments into said areas, in its sole discretion, where not in conflict with applicable zoning regulations.

Section 5. Garages; Carports.

(a) All lots shall have at least a two car garage unless otherwise approved in writing by Developer. Garages, as structures, are subject to prior plan approval under Section 1 hereof.

(b) No carport shall be constructed on any lot.

Section 6. Landscaping.

(a) After the construction of a residence, the lot owner shall grade and sod or seed that portion of the lot between the front and street side walls of the residence and the pavement of any abutting streets.

(b) Upon an owner's failure to comply with the provisions of this Section 6, Developer may take such action as necessary to comply therewith, and the owner shall immediately, upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, together with allowable statutory interest, and Developer shall have a lien on that lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced in the same manner and with the same priority that the lien for annual and special assessments may be enforced.

Section 7. Mail and Paper Boxes; Hedges. No mail box or paper holder shall be placed on any lot unless its design and placement are approved in writing by Developer.

ARTICLE VII -- MORTGAGEES' RIGHTS

A holder, insurer, or guarantor of a first mortgage or first deed of trust ("Mortgagee"), upon written request to the Huntington Association stating the Mortgagee's name and address and the address of the lot on which the Mortgagee holds a mortgage or deed of trust, will be notified timely and in writing by the Huntington Association of the following:

(a) Any condemnation or casualty loss which affects a material portion of the Property or which affects any lot that secures the Mortgagee's mortgage or deed of trust;

(b) Any sixty day delinquency in the payment of assessments or charges owed by the owner of any lot on which the Mortgagee holds the mortgage or deed of trust; and

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Huntington Association.

ARTICLE VIII -- GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these restrictions shall be by proceeding of law or in equity, brought by any owner, by the Huntington Association, or by Developer

against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration and/or to recover damages. Failure of any owner, the Huntington Association, or Developer to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

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

Section 3. Restrictions Run With Land. Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the then owners of all lots subject to this Declaration has been recorded agreeing to change these restrictions and covenants in whole or in part. These restrictions may be cancelled, altered or amended at any time by a written instrument signed by the owners of the lots with 75% of the votes in the Huntington Association and recorded in the Davidson County, Tennessee Register's Office.

Section 4. Amendments to Articles and Bylaws. Nothing in this Declaration shall limit the right of the Huntington Association to amend, from time to time, its Charter and Bylaws.

Section 5. Non-Liability of the Directors and Officers. Neither Developer or the directors or officers of the Huntington Association shall be personally liable to the owners for any mistake or judgment or for any other acts or omissions of any nature whatsoever while acting in their official capacity, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. The owners shall indemnify and hold harmless each of the directors and officers and their respective heirs, executors, administrators, successors and assigns in accordance with the Bylaws. This indemnification shall include, without limitation, indemnification against all costs and expenses (including attorney fees, amounts of judgments paid and amounts paid in settlement) incurred in connection with any claim, action, suit or proceeding, whether civil, criminal, administrative or other.

Section 6. Board's Determination Binding. In the event of any dispute or disagreement between any owners relating to the Property, or any questions of interpretation or application of the provisions of this Declaration or the Bylaws, the determination thereof by the Board of Directors of the Huntington Association shall be final and binding on each and all such owners.

Section 7. Other Maintenance Associations. The Property is a part of a larger development known as Burton Hills. A Declaration of Covenants, Conditions and Restrictions for Burton Hills, including the Property, has been recorded in Book 6517, Page 522, in the Davidson County, Tennessee Register's Office. That master Declaration provides for the creation of a Homeowners Association and a Recreational Association to manage and maintain certain common properties in Burton Hills, and grants all residential property owners in Burton Hills certain rights in those common properties, and gives the Homeowners Association and the Recreational Association the right to assess all residential property owners in Burton Hills for a share of the costs of managing and operating the common properties. This Declaration does not affect the rights and obligations of the lot owners that are provided in the master Declaration.

WITNESS the signature of Developer by its duly authorized partners as of AUG. 26, 1985.

BURTON HILLS PROPERTIES,
a general partnership

BY: STM BURTON DEVELOPERS,
a general partnership,
Partner

By _____
Robert H. Marrett,
general partner

BY: CARROLL & EAKIN DEVELOPERS,
a general partnership,
Partner

By John W. Eakin
John W. Eakin, general
partner

BY: BURTON CAPITAL CORPORATION,
a Kentucky corporation,
Partner

By _____
Joe B. Cooksey, president

STATE OF Kentucky)
)
COUNTY OF Jefferson)

Before me, Robert H. Marrett, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Robert H. Marrett, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the authorized general partner of STM Burton Developers, a general partnership, a Partner of Burton Hills Properties, the within named bargainor, a general partnership, and that he as the authorized general partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the general partnership by himself as authorized general partner.

WITNESS my hand and seal, at office in Louisville, KY, ~~Tennessee~~, this 12th day of August, 1985.

_____
Notary Public

My Commission expires: August 31, 1985

STATE OF Tennessee)
)
COUNTY OF Davidson)

Before me, Linda A. Estes, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared John W. Eakin, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the authorized general partner of Carroll & Eakin Developers, a general partnership, a Partner of Burton Hills Properties, the within named bargainor, a general partnership, and

that he as the authorized general partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the general partnership by himself as authorized general partner.

WITNESS my hand and seal, at office in Nashville, Tennessee, this 26th day of August, 1985.

S*E*A*L

Linda A. Estes
Notary Public

My Commission expires: 11-1-87

STATE OF Kentucky)
)
COUNTY OF Jefferson)

Before me, Rosemary Kelley, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Joe B. Cooksey, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the president of Burton Capital Corporation, a Kentucky corporation, Partner of Burton Hills Properties, the within named bargainor, a general partnership, and that he as the president of the Partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as president.

WITNESS my hand and seal, at office in Louisville, ~~Tennessee~~ Kentucky, this 26th day of August, 1985.

S*E*A*L

Rosemary Kelley
Notary Public

My Commission expires: February 5, 1987

EXHIBIT A

Land lying in the Thirty-Third (33rd) Councilmanic District of Davidson County, Tennessee, and being more particularly described as follows:

Beginning at a point on the easterly margin of Hillsboro Road, said point being South 66°32'05" East 6.49 feet from a concrete monument, said monument being at the northwesterly corner of the property conveyed to Burton Hills, of Record in Deed Book 6326, Page 580, R.O.D.C. and the southwesterly corner of Overton Hills, of Record in Deed Book 843, Page 66 of R.O.D.C.; thence with a line South 66°32'05" East 775.53 feet to an iron rod; thence South 81°45'26" East 1193.95 feet to a stone marker; thence South 13°34'46" West 42.92 feet to a stone marker; thence South 80°51'39" East 1261.96 feet to an iron rod in the northwesterly margin of Burtonwood Drive; thence continuing with said margin with a curve to right, said curve having a radius of 1160.17 feet, an arc length of 230.76 feet; a chord of South 12°48'54" West 230.38 feet to an iron rod; thence South 18°15'01" West 4.69 feet to an iron rod; thence with a curve to right, said curve having a radius of 33.89 feet, an arc length of 44.93 feet, a chord of South 56°13'50" West 41.71 feet to an iron rod; thence South 04°42'01" West 24.72 feet to an iron rod; thence North 85°43'03" West 18.15 feet to an iron rod; thence South 04°30'12" West 24.91 feet to an iron rod, said iron rod being the northeasterly corner of R. L. Burton property, described in R.O.D.C., Deed Book 4150, Page 149 and Deed Book 4285, Page 545; thence North 85°33'27" West 420.58 feet to an iron rod being the northwesterly corner of R. L. Burton property; thence South 04°23'57" West 237.85 feet to an iron rod being the southwesterly corner of R. L. Burton property; thence South 52°44'06" East 324.16 feet to an iron rod, being the common corner of R. L. Burton, Jr. property and George P. Van property as recorded in Deed Book 5141, Page 165, R.O.D.C; thence South 38°52'22" West 78.00 feet to an iron rod; thence South 52°34'15" East 167.08 feet to a point; thence South 38°18'29" East 168.61 feet to a iron pin, being common corner as

recorded in Seven Hills Section 5, Deed Book 2854, Page 108, R.O.D.C.; thence South 13°52'37" East 120.46 feet to an iron rod; thence South 60°12'16" East 104.45 feet to an iron rod; thence South 18°17'21" East 511.01 feet to an iron rod being common to Seven Hills Section 1 of Record in Deed Book 2133, Page 82; thence South 07°48'12" West 372.83 feet to a concrete monument in the southerly margin of Harding Place; thence with said margin North 82°11'04" West 1886.40 feet to an iron rod, thence continuing with said margin and a curve to the left, said curve having a radius of 5724.72 feet, an arc length of 634.30 feet, a chord of North 85°21'26" West 633.97 feet to an iron rod; thence continuing with said margin North 88°31'58" West 848.26 feet to an iron rod; thence with said margin and a curve to the right; said curve having a radius of 2822.26 feet, an arc length of 558.72 feet, a chord of North 82°52'18" West 557.81 feet to an iron rod; thence continuing with said margin North 77°11'24" West 266.74 feet to an iron rod, being a common corner with Metropolitan Government as of record in Deed Book 3769, Page 607; thence leaving said margin North 13°05'31" East 379.85 feet to an iron rod; thence South 84°35'00" West 324.31 feet to an iron rod; thence South 08°19'37" West 285.68 feet to an iron rod in the northerly margin of Harding Place; thence with said margin and a curve to the left, said curve having a radius of 2904.35 feet, an arc length of 136.91 feet, a chord of North 84°27'02" West 136.90 feet to a concrete monument in the northerly margin of Harding Place and the easterly margin of Hillsboro Road; thence continuing with said margin and with a curve to the right, said curve having a radius of 125.00 feet, an arc length of 269.79 feet, a chord of North 26°50'44" West 220.39 feet to a concrete monument in the easterly margin of Hillsboro Road; thence continuing with said margin North 31°59'39" East 325.15 feet to a concrete monument; thence continuing with said margin North 25°59'47" East 100.40 feet to a iron pin; thence North 32°00'46" East 341.10 feet to a concrete monument; thence continuing with said margin North 35°18'12" East 305.19 feet to an iron rod; thence North 27°20'01" East 203.85 feet to a concrete monument; thence North 38°34'25" East 74.45 feet to a concrete monument; thence North 34°13'29" East 49.77 feet to a concrete monument; thence North 33°37'09" East 163.48 feet to an iron rod; thence North 41°07'57" East 41.89 feet to an iron rod;

thence South 45°00'00" East 125.04 feet to an iron rod; thence continuing with a curve to the right having a radius of 982.00 feet, an arc length of 1152.84 feet, a chord of South 45°00'00" East 1087.77 feet to an iron rod; thence South 45°00'00" East 144.69 feet to an iron rod; thence with a curve to the left having a radius of 644.47 feet, an arc length of 359.48 feet, a chord of North 25°48'47" East 354.84 feet to an iron rod; thence with a curve to the right having a radius of 601.31 feet, an arc length of 154.46 feet, a chord of North 17°11'31" East 154.03 feet to an iron rod; thence continuing with a curve to the right having a radius of 601.31 feet, an arc length 170.88 feet, a chord of North 32°41'31" East 170.31 feet to an iron rod; thence North 40°50'00" East 48.00 feet to an iron rod; thence with a curve to the left having a radius of 330.57 feet, an arc length of 392.33 feet, a chord of North 06°50'00" East 369.71 feet to an iron rod; thence continuing with a curve to the left having a radius of 616.90 feet, an arc length of 599.36 feet, a chord of North 55°00'00" West 576.06 feet to an iron rod; thence North 82°50'00" West 149.60 feet to an iron rod; thence with a curve to the left having a radius of 281.53 feet, an arc length of 208.34', a chord of North 61°55'30" East 200.94 feet to an iron rod; thence leaving right-of-way of Burton Hills Boulevard South 48°58'59" West 33.00 feet to an iron rod; thence North 89°17'20" West 61.24 feet to an iron rod; thence North 44°22'40" West 33.00 feet to an iron rod in easterly right-of-way of Hillsboro Road; thence with easterly right-of-way of said road North 45°37'20" East 51.8 feet to an iron rod in southerly right-of-way Burton Hills Boulevard and easterly right-of-way of Hillsboro Road; thence North 51°09'12" East 204.85 feet to the point of beginning, containing 169.15 acres more or less.