Prepared By Dyke Tatum, 2001 Charlotte

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
CEDAR FORREST

This declaration, made on the date hereinafter set forth by the Hilda P. Prescott, Thomas L. Hearn and L. Patrick Sandlin, hereinafter referred to as Declarant,

WITNESSETH

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

"SEE EXHIBIT A"

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purposes 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 Cedar Forest Homeowner's 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 in 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:

"See Attached Exhibit B"

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

Section 6. "Declarant" shall mean and refer to Cedar Forest Homeowner's Association, its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's 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 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 member. 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 membership equal the total votes outstanding in the Class B membership, or

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

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

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be fifteen dollars ($15.00) per Lot.

(a) From and after January 1 of the year 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-third (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 that 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to case 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 (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 (3) 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 date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waiver 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 a 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 COMMITTEE, ARCHITECTURAL CONTROL

Section 1. The "Architectural Committee" shall be composed of those three or more individuals os designated from time to time (i) by DEVELOPER until control of the Architectural Committee is delegated to the Association and (ii) by the Association after delegation of such control; Cedar Forest Homeowner's Association being entitled at all times after delegation of such control to appoint a majority thereof. Except as hereinafter provided, the affirmative vote of a majority of the membership of the Architectural Committee shall be required in order to adopt or promulgate any rule or regulation, or to

make and findings, determinations, ruling or order, or to issue any permit, authorization or approval pursuant to directive or authorizations contained herein or approve or disapprove plans and specifications of proposed constructions.

No Structure shall be commenced, erected, placed, moved on to or permitted to remain or any Parcel, nor shall any existing Structure upon any Parcel be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced on any Parcel, unless plans and specifications (including a description of any proposed new use) thereof shall have been submitted to and approved in writing by the Architectural Committee. such plans and specifications shall be in such form and shall contain such information, as may be required by the Architectural Committee, but in any event shall include (i) a site plan of the Parcel showing the nature, exterior color scheme, kind, shape, heights, materials and location with respect to the particular Parcel (including proposed front, rear and side setbacks and free spaces, if any are proposed) of all Structures, the location thereof with reference to Structures on adjoining portions of the Property, and the number and location of all parking spaces and driveways on the Parcel; (ii) a clearing plan for the particular Parcel showing the location of sanitary sewer service lines, and such other information required by the Architectural Committee: (iii) a drainage plan; and (iv) plan for landscaping. Approval for use on any Parcel of any plans or specifications shall not be deemed a waiver of the Architectural Committee's right, in its discretion, to disapprove such plans or specifications or any of the features or elements including therein if such plans, specifications, features or elements are subsequently submitted for use on anv other Parcel or Parcels. Approval of any such plans and specifications relating to any Parcel, however, shall be final as to that Parcel and such approval may not be revoked or rescinded thereafter, provided, (i) that the Structures or uses shown or described on or in such plans and specifications do

not violate any specific prohibition contained in the Restrictions, and (ii) that the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all Structures on and uses of the Parcel in question.

In the event that the Architectural Committee fails to approve or disapprove any plans and specifications as herein provided within thirty (30) days after submission thereof, the same shall be deemed to have been approved, as submitted, and not further action shall be required.

Section 2. Retention of Copy of Plans. Upon approval by the Architectural Committee of any plans and specifications submitted hereunder, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Committee, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

Section 3. Site to be staked Prior to Tree Cutting. After the plan for the Structure is approved, the site of the Structure must be staked out and such site approved by the Committee before tree cutting is done. No tree may be cut or removed without consent of the Architectural Committee until the building plans, site plans, and site staking are approved by the Architectural Committee.

Section 4. Failure to Obtain Approval. If any Structure shall be altered, erected, placed or maintained upon any Parcel, or any new use commenced on any Parcel, otherwise than in accordance with plans and specifications approved by the Architectural Committee pursuant to the provisions of this article, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article, and without the approval required herein, and upon written notice from the Architectural Committee, any such Structure so altered, erected, placed or maintained upon any Parcel in use shall be terminated, so as to extinguish such violation.

If fifteen (15) days after the notice of such violation the Owner of the Parcel upon which such violation exists shall not have taken reasonable steps toward the removal of termination of the same, DEVELOPER or ASSOCIATION shall have the right, through its agents and employees, to enter upon such Parcel and to take such steps as may be necessary to extinguish such violation and the cost thereof shall be binding, personal obligation of such Owner as well as a Lien (enforceable in the same manner as a mortgage) upon the Parcel in questions. The lien provided in this Section shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the Parcel in questions unless a suit to enforce said lien shall have been filed in a court of record in Davidson County, Tennessee, prior to the recordation among the Land Records of Davidson County of the deed (or mortgage) conveying the Parcel in question to such purchaser (or subjecting the same to such mortgage).

Section 5. Any agent of DEVELOPER, Association or the Architectural Committee may at any reasonable time or times enter upon and inspect any Parcel and any improvements thereon for the purpose of ascertaining whether the maintenance of such Parcel and the maintenance, construction, or alteration of Structures thereon are in compliance with the provisions hereof; and neither DEVELOPER, Association nor the Architectural Committee nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 6. Neither the committee nor any architect nor agent thereof, nor Association nor DEVELOPER, nor any agent or employee of any of the foregoing, shall be responsible in any way for any failure of Structures to comply with requirements of this Declaration, although a certificate of compliance has been issued, any defects in any plans and specifications submitted, revised, or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications and all persons submitting any such plans and specifications, and all persons

relying thereon, agree not to sue or claim against the entities and persons referred to in this Section for any cause arising out of the matters referred to in this Section and further agree to and do hereby release said entities and persons for any and every such cause.

ARTICLE VI

GENERAL COVENANTS AND RESTRICTIONS

Section 1. Without the prior written approval of the Architectural Committee:

1.1 No previously approved Structure shall be used for any purpose other than that for which it was originally designed;

1.2 No Parcel shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise;

1.3 To the extent of the interest of the Owner of a Parcel, no facilities, including poles and wires, for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground on any parcel and no external or outside antennas of any kind shall be maintained except on the rear portion of the Parcel; and

1.4 No boat, boat trailer, house trailer, trailer, motor home or any similar items shall be stored in the open on any Parcel for a period of time in excess of twenty-four (24) house.

Section 2. Preservation of Trees. No tree having a diameter of sic (6) inches or more (measured from a point two feet above ground level) shall be removed from any Parcel without the express written authorization of the Architectural Committee. The Architectural Committee, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Property. If it shall deem it appropriate, the Architectural Committee may mark certain trees, regardless of size, as not removable without written authorization. In carrying out the provisions of this Section 2, DEVELOPER, Association and the Architectural Committee and the respective agents of each may come upon any Parcel during reasonable hours for the purpose of inspecting or marking trees

or in relation to the enforcement and administration of any rules and regulations adopted and promulgated pursuant to the provisions hereof. Neither Cedar Forest Homeowner's Association nor the Architectural Committee, nor DEVELOPER, nor their respective agents shall be deemed to have committed a trespass or wrongful act by reason of any such entry or inspection.

Section 3. Animals. No animals, livestock, insects or poultry shall be kep or maintained on any Parcel without the express written consent of the Architectural Committee except the usual household pets may be kept on any Parcel for purposes other than breeding or commercial.

Section 4. Signs. No sign or other advertising device of any nature shall be placed upon any Parcel except as provided herein. The Architectural Committee may, in its discretion, adopt and promulgate rules and regulations relating to signs which may be employed. Signs and other advertising devices may be erected and maintained upon any portion of the Property if approved by the Architural Committee, as to color, location, nature, size and other characteristics of such signs or devices.

Section 5. Temporary Structures. No temporary building, trailer, garage or building in the course of construction or other structure shall be used, temporarily, or permanently, as a residence on any Parcel.

Section 6. Accumulation of Refuse. No lumber, metals, bulk materials, (except lumber, metals, bulk materials as is usual in the maintenance of a private residence and which must be stored in such a manner so that it cannot be seen from adjacent and surrounding property), refuse or trash shall be kept, store, or allowed to accumulate on any Parcel, except building materials during the course of construction of any approved structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is to be made, at such place on the Parcel so as to provide access to persons making such pick-up. At all other times such containers shall be

stored in such a manner so that they cannot be seen from adjacent and surrounding property. The Architectural Committee, in its discretion, may adopt and promulgate and reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on the Property.

Section 7. Pipes. To the extent of the interest of the Owners of a Parcel, no water pipe, gas pipe, sewer pipe, or drainage pipe shall be installed or maintained on any Parcel above the surface of the ground, except hoses and movable pipes used for irrigation purposes.

Section 8. Mining. To the extent of the interest of the Owner of a Parcel, no Parcel shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

Section 9. Maintenance of Hedges and Plants. DEVELOPER, Association, and the Committee shall have the right to enter upon any Parcel and trim or prune, at the expense of the Owner, any hedge or other planting which in the opinion of the DEVELOPER, Association or the Committee, by reason of its location upon the Parcel of the height to which it is permitted to grove, is unreasonably detrimental to the adjoining property or obscures the view of street traffic or is unattractive in appearance; provided, however, that the Owner shall be given fifteen (15) days' prior written notice of such action.

Section 10. Business Activity. No profession or home industry shall be conducted in or on any part of a Parcel or in any improvement thereon on the Property without the specific written approval of the Architectural Committee. The Architectural Committee, in its discretion, upon consideration of the circumstances in each case, and particularly the effect on surrounding property, may permit a Parcel or any improvement thereon to be used in whole or in part for the conduct of a profession or home industry. No such profession or home industry shall be permitted, however, unless it is considered, by the

Architectural Committee, to be compatible with a high quality residential neighborhood.

Section 11. Model House, Real Estate Office. All else herein notwithstanding, any Parcel may be used for a model home or some type of temporary real estate office until 1990 or such earlier time as the DEVELOPER so designates.

Section 12. Clothes Lines. No clothing or any other household fabrics shall be hung in the open on any Parcel unless the same are hung from an umbrella or retractable clothes hanging device which is removed from view when not in use or unless the same are enclosed by a fence or other enclosure at least six inches higher than such hanging articles, provided such fence or other enclosure is approved by the Architectural Committee.

Section 13. Machinery. No machinery shall be placed or operated upon any Parcel except such machinery as is usual in maintenance of a private residence.

Section 14. Use Authorized by Architectural Committee. Notwithstanding other provisions herein, the Architectural Committee may authorize any Owner with respect to his Parcel:

(a) temporarily use a single family dwelling house for more than one family;

(b) locate structures other than the principal dwelling house with set-back areas; or

(c) grant temporary variance in emergency situations.

Section 15. Main Boxes. The design of all mailboxes must be approved by the Architectural Committee.

Section 16. Garages. All garages must open toward side lot line or rear lot line. It being expressly prohibited for a garage to be positioned with the door opening on the front of the house and for facing the streets.

Section 17. Fences. No fences may be erected on any lot nearer the front of the lot than the rear of the house.

Section 18. Internal Construction. All ductwork, flues, pip and wiring must be concealed with approved material.

Section 19. Foundations. All foundations must be in brick or stone veneer. No exposed block foundations will be accepted. No man-made stone surface will be allows unless approved by Architectural Committee.

Section 20. Out-Buildings. No out-buildings such as utility sheds, porches, separated car ports or any other structure shall be allowed to be constructed or placed upon the land without approval of the Architectural Committee.

Section 21. Square Footage. Minimum square footage shall be 1350 square feet. Square feet for the purpose of meeting minimum standards will be determined by finished footage in the structure.

Section 22. Construction. Work on any structure shall be completed within one (1) year of the date of approval given by Committee. Failure to complete will give Cedar Forest Homeowner's Association the right to purchase for the cost of the lot and monies spent or construction less amount assigned to deterioration of the structure.

ARTICLE VII

COVENANTS FOR MAINTENANCE

Section 1. Maintenance. Each Owner shall keep all Parcels owned by him, and all improvements therein or thereon, in good order or repair, including but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. If, in the opinion of the "Architectural Committee", as hereinafter defined, any Owner fails to perform the duties imposed by the preceding sentence, DEVELOPER, Association, and the Architectural Committee after fifteen (15) days written notice to Owner to remedy the condition in questions, shall have the right, through its agent and employees, to enter upon the Parcel in question and to repair, maintain, repaint and restore the Parcel or such improvements and the cost

thereof shall be a binding, personal obligation of such Qwner as well as a line (enforceable in the same manner as a mortgage) and the same as Article , Section , upon the Parcel in question.

Section 2. Failure to Maintain. The lien provided for in Section hereof shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the Parcel in question unless a suit to enforce said lien shall have been filed in a court of record in Davidson County prior to the recordation amoung the Land Records of Davidson County of the deed (or mortgage) conveying the Parcel in question to such purchaser (or subjecting the same to such mortgage).

ARTICLE VIII

THE ADDITION OF COMMON AREA

Section 1. Additions to Common Area. DEVELOPER, or such of its successors and assigns as shall have been specifically granted the right to submit additional property to this Declaration as set forth in this Article, may from time to time during the development of Cedar Forest but on or before December 31, 1990, convey additional property to Cedar Forest Homeowner's Association and such property shall become Common Area provided

(a) either the deed of conveyance to Cedar forest Homeowner's Association or a subsequent declaration recorded in the Records of Davidson County, Tennessee, submits such additional property to the terms covenants and provisions of this Declaration; and

(b) the additional property is part of the Cedar Forest property.

Section 2. Permissible Conditions or Restrictions on Additional Open Space. Property conveyed to Cedar Forest as additional Common Areal may be improved or unimproved land and may be subject to permanent or periodic flooding or may be land under water. The grantor may convey such additional Common Area subject to easements for the constructions, installation, maintenance, repair, use and access of roadways, service roads,

or utility sewer, or other public service facilities, and subject to the reserved right in favor of a person owning Cedar Forest property for reasonable use and access to facilitate the development of such property and subject to other rights of way, easements, restrictions, and agreements of record.

ARTICLE IX

THE SUBMISSION OF ADDITIONAL MEMBER'S PROPERTY

Section 1. Submission of Additional Member's Property. DEVELOPER may at any time during the pendency of this Declaration add all or a portion of Cedar Forest Property to the Property which is covered by the Declaration. Additional Member's Property may be submitted to the provisions of this Declaration by an instrument executed by DEVELOPER, its successors or assigns, in the manner required for the execution of deeds. Such instrument shall:

1.1 Refer to this Declaration stating the book or books of the records of Davidson County, Tennessee, and the page numbers where this Declaration is recorded;

1.2 Contain a statement that such Additional Member's Property is conveyed subject to the provisions of this Declaration, or some specified part thereof;

1.3 Contain an exact description of such Additional Member's Property; and

1.4 Such other or different covenants, conditions and restrictions as DEVELOPER shall, in its discretion, specify to regulate and control the use, occupancy and improvement of such Additional Member's Property.

Upon the recording of such instrument in the Records of Davidson County, Tennessee, such additional property shall be Member's Property and the owner or owners of such Member's Property and the owner or owners of such Member's Property shall thereupon be members of the Cedar Forest's Homeowners' Association.

Section 2. All Member's Property Bears the Burdens and Enjoys the Benefits of this Declaration. Every person who is an owner of a fee interest in any portion of the Member's Property

does by reason of taking such title agree to all of the terms and provisions of this Declaration. All present and later added Member's Property is subject to the burdens and shall enjoy the benefits made applicable hereunder to Member's Property.

ARTICLE X

ZONING AND SPECIFIC RESTRICTIONS

Section 1. Zoning. The Restrictions shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases or the Restrictions shall be taken to govern and control.

ARTICLE XI

GENERAL

Section 1. Grantee's Acceptance. The grantee of any Parcel subject to the coverage of these Restrictions, by acceptance of the deed or other instrument conveying an interest in or title to, or the execution of a contract for the purchase thereof, whether from DEVELOPER or a subsequent owner of such Parcel, shall accept such deed or other contract upon and subject to each all Restrictions herein contained.

Section 2. Indemnity For Damages. Each and every Parcel Owner and future Parcel Owner, in accepting a deed or contract for any Parcel subject to these Restrictions, agrees to indemnify Developer for any damage caused by such Owner, or the contractor, agent or employees of such Owner, to roads, streets, gutters, walkways or other aspects of public ways, including all surfacing thereon, or to water, drainage or storm sewer lines or sanitary sewer lines.

Section 3. Enforcement. In the event of a violation or breach of any of these Restrictions, or any amendments thereto by any Owner, or family or agent of such Owner; the Owner(s) of Parcel(s), Cedar Forest Homeowner's Association, Developer, its successors and assigns, or any party to whose benefit these

Restrictions inure shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said restrictions, to sue for and recover damages or other dues, or take all such courses of action at the same time, or such other legal remedy it may deem appropriate. No delay or failure on the part of an aggrieved party to initiate an available remedy set forth herein shall be held to be a waiver of that party or an estoppel of that party or of any other party to assert any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation.

Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, but any person or entity entitled to enforce any provisions hereof shall be entitled specifically by way of injunction as well as any other available relief either at law or in equity.

Any party to a proceeding who succeeds in enforcing a Restriction or enjoining the violation of a Restriction against a Parcel Owner may be awarded a reasonable attorney's fee against such Parcel Owner.

Section 4. Interpretation by Developer and Cedar Forest Homeowner's Association. DEVELOPER and Cedar Forest Homeowner's Association shall have the right to construe and interpret the provisions of this Declaration, and in absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions hereof.

Section 5. No Waiver. The failure of any party entitled to enforce any of these Restrictions herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such violation or breach occurring prior or subsequent thereto.

Section 6. 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 that ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less that seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 7. FHA/VA Approval. As long as there is a Class B membership and in the event there are any loans in Cedar Forest issued by the FHA or the Veteran's Administration the following actions will require the prior approval of the FHA or VA.

1. Amendment of this Declaration of Covenants, Conditions and Restrictions, and

2. With the exception of the properties set out in the future staged areas set out in the description hereon; annexation of additional properties and dedication of additional Common Area.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 21 day of July, 1986.

Hilda P. Prescott

Thomas L. Hearn

L. Patrick Sandlin

Audrey M. Harley, Notary Public
State of Tennessee - Davidson County
My Commission Expires 5/13/89

EXHIBIT "A"

LAND in the 8th, formerly the 12th Civil District of Davidson County, Tennessee, described according to a survey made by Donald R. Carver Surveyor, April 12, 1971, as follows:

BEGINNING at a point on the easterly side of Sawyer Brown Road, at the northwest corner of a 25 acre tract of land conveyed to Paul E. William and wife, Harveline Williams by deed from Walter Gaddis, Jr. and wife, of record in Book 2902, page 469, Register's Office for Davidson County, Tennessee; thence with the easterly margin of said Sawyer Brown Road with a curve northwardly 445.7 feet to the southwest corner of the property conveyed to Troy Buttery; thence with Buttery's southern boundary line north 84 degrees 09 minutes east 691 feet to the western boundary line of said Paul E. Williams tract of land; thence with Williams line, south 11 degrees 15 minutes west 220.5 feet, south 22 degrees 34 minutes west 184.2 feet, south 47 degrees west 353.8 feet and north 46 degrees 05 minutes west with a fence 461.8 feet more or less to the beginning.

BY-LAWS

OF
CEDAR FOREST HOMEOWNERS' ASSOCIATION

Article 1

NAME AND LOCATION. The name of the corporation is Cedar Forest Homeowners' Association, hereinafter referred to as the "Association". The principal office of the corporation shall be located at Nashville but meetings of members and directors may be held at such places within the State of Tennessee, County of Davidson, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Cedar Forest Homeowners, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "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 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the 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 6. "Declarant" shall mean and refer to _____ _____, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Register of Deeds, Davidson County, Tennessee.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the member entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors from each annual meeting of the members, to serve from the close of such annual meeting and the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members of their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Article of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are property performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officiers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise an discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the

Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 6 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien

against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or Abandonment of his Lot.

ARTICLE XII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIII

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the Cedar Forest Homeowners' Association, have hereunto set our hands this _____ day of June, 1986.

_____ _____

_____ _____

_____ _____

_____ _____

_____

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Cedar Forest Homeowners' Association, a Tennessee corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the _____ day of _____, 1986.

_____
Secretary

2 3 6 2 1

IDENTIFICATION REFERENCE

JUL 23 10 36 AM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

REGISTER