This Instrument prepared by:
E. M. Haywood
205 Reidhurst Ave., N-202
Nashville, Tennessee 37203

BOOK 7019 PAGE 922

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

WYNDHAM CHASE

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter sometimes referred to as "Declaration") executed this 24th day of October, 1986, by Baldridge Development Company, Inc. (hereinafter sometimes referred to as "Developer");

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain real estate in the County of Davidson, State of Tennessee, as shown upon the Plan for Wyndham Chase, of record in Book 6900, Pages 101, Register's Office for Davidson County, Tennessee (said real estate being referred to herein as the "Property"); and

WHEREAS, Developer desires to provide for the protection and preservation of the values, amenities, desirability and attractiveness of the Property; and

WHEREAS, the Developer deisires to establish and provide for a system of administration and continual operation and maintenance of the common use facilities of the Property and as hereinafter described; and

WHEREAS, Developer further desires to establish for Developer's benefit and for the mutual benefit and advantage of all future owners and occupants of the Property, or any portion thereof, certain rights, easements, privileges, obligations, restrictions, covenants, liens, assessments and regulations governing the use and occupancy thereof and the maintenance, protection and administration of the common use facilities thereof, all of which are declared to be in furtherance of a plan to promote and protect the operative aspects of residency or occupancy in the Property and on all portions thereof, and are intended to be construed as covenants running with the land which shall be binding on all parties having or acquiring any right, title or interest in all or any portion of the Property and which shall inure to the benefit of each owner thereof; and

NOW, THEREFORE, Developer, as legal title holder of the Property and for the purposes set forth above and further hereinafter set forth, declares as follows:

56443

IDENTIFICATION REFERENCE

Oct 27 9 10 AM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

RECEIVED

ARTICLE I

DEFINITIONS

The following words when used in this Declaration or any supplemental declaration hereto (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to Wyndham Chase Homeowners' Association, Inc., a nonprofit corporation to be organized and existing under the laws of the State of Tennessee, its successors and assigns.

(b) "Board" shall mean and refer to the board of directors of the Association.

(c) "Building" shall mean and refer to a single-family residential building which may be built on each lot.

(d) "Bylaws" shall mean and refer to the bylaws of the Association attached herto as Exhibit "B" and made a part hereof, and as may be amended from time to time.

(e) "Common Use Facilities" shall mean and refer to all facilities within the Property used in common by the Owners, including all roads, recreation facilities, guard house, gates, wall or fence around the Property, and any areas lying within or adjacent to the roads which are desirable for the Association to maintain and landscape. The roads are designated on the Plat and constitute easements encumbering the Lots, all as shown on the Plat.

(f) "Declaration" shall mean and refer to this Declaration of Protective Covenants, Conditions and Restrictions applicable to the Property and which is recorded in the Office of the Register of Deed for Davidson County, Tennessee.

(g) "Developer" shall mean and refer to Baldridge Development Co., Inc., a Tennessee corporation, having a principal place of business in Nashville, Tennessee, its successors and assigns.

(h) "Lot" shall either mean and refer to any plot of land to be used for single-family residential purposes and so disignated on the Plat.

(i) "Majority of Owners" shall mean and refer to the holders of more than fifty percent (50%) of the total votes of the Members.

(j) "Member" shall mean and refer to any person or persons who shall be an Owner, and as such, shall be a Member of the Association.

(k) "Mortgage" shall mean and refer to the holder of a first lien deed of trust encumbering a Lot.

(l) "Wyndham Chase" shall mean and refer to that certain residential community known as Wyndham Chase which is being developed on real property now owned by Developer in Davidson County, Tennessee, and described in Exhibit "A" attached hereto.

(m) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee interest in any Lot which is part of the Property excluding, however, those parties having such interest merely as a security interest for the performance of an obligation.

(n) "Plat" shall mean and refer to the Plan of Wyndham Chase of record in Book _____, pages _____, Register's Office for Davidson County, Tennessee.

(o) "Person" shall mean and refer to a natural person, as well as a corporation, partnership, firm, association, trust or other legal entity. The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural where the context so requires.

(p) "Property" shall mean and refer to any and all of that certain real estate described in Exhibit "A" attached hereto.

ARTICLE II

Property Subject to This Declaration

Section One. Subdivision of the Property to Declaration and Bylaws. The Developer, as legal title holder in fee of the Property, hereby submits and subjects the Property to the provisions of this Declaration and Bylaws. This Declaration shall constitute covenants running with the land and binding upon all parties now owning or hereafter having or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each Owner hereof. Every person hereafter acquiring a Lot or any portion of the Property by acceptance of a deed to any interest in a Lot or any portion of the Property shall accept such interest subject to the terms of this Declaration, and by acceptance of the same shall be deemed to have consented to and agreed to be bound by the terms, conditions and covenants of this Declaration.

ARTICLE III

Membership

Section 1. Members. Every person or entity who is an Owner of any Lot which is included in the Property shall be a Member for the Association. Membership shall be appurtenant to any may not be separated from ownership of any Lot.

Section 2. Voting. Members shall have one vote for each Lot owned. The vote for any one Lot owned by more than one person or entity shall be exercised as with respect to any jointly owned Lot be cast separately.

ARTICLE IV

Assessments

Section 1. Creation of Lien and Personal Obligation of Assessments. Each Owner of any Lot shall, by acceptance of a deed therefor, whether or not it shall be so expressed in any deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of these restrictions and premises to pay to the Association both annual assessments and charges and special assessments, such assessments to be established and collected from time to time as hereinafter

provided. The annual and special assessments, together with such interest thereon and costs of collection therefor as are hereinafter provided, shall be a charge and continuing lien upon the Lot against which such assessment is made as of the effective date of each assessment, Each such assessment, together with such interest thereon and costs of collection therefor as are hereinafter provided, shall also be the personal obligation of the person or entity who was Owner of such Lot at the time when the assessment fell due. In the case of co-ownership of a Lot, all of such Co-Owners shall be jointly and severally liable for the entire amount of the assessment.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively for the improvement, maintenance, operation and security of the Common Use Facilities, including but not limited to, the payment of taxes and insurance thereon, the payment of utilities bills thereon (including water for sprinkler systems), and the repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. At the option of the Association, annual assessments may be used to provide supplemental landscaping maintenance within Lots and to provide garbage and trash collection and disposal if needed to supplement that provided by public authority. Further, the Association may require annual assessments to be paid in equal monthly installments.

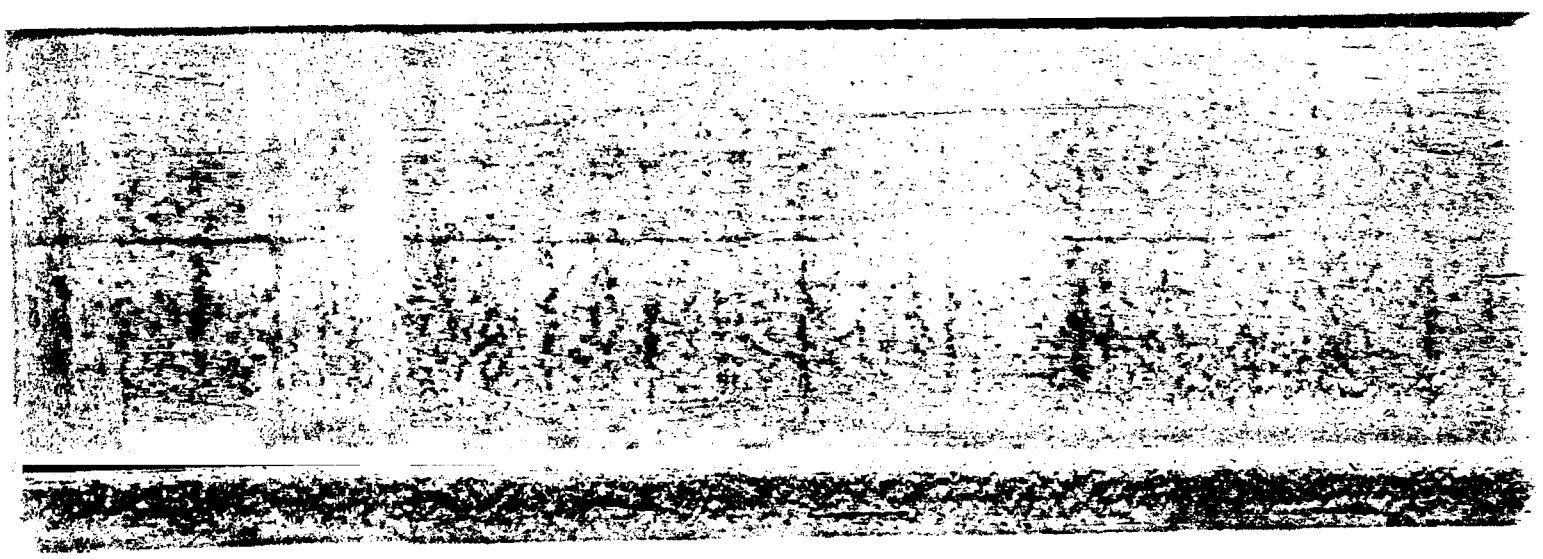
Section 3. Special Assessments. In addition to the annual assessments hereinabove authorized, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Common Use Facilities, including the necessary fixtures and personal property related thereto; Provided, however, that any such special assessment shall have the assent of two-thirds (2/3) of the Members present and voting in person or by proxy at an annual or special meeting of the membership at which a quorum is present. Special assessments shall be due and payable on the date(s) which are fixed by the resolution authorizing such assessment.

Section 4. Commencement. The assessment for a Lot shall commence upon purchase of the Lot from Developer, or Developer may hereafter set a date for assessments to commence for all Lots which have been purchased from Developer. Assessments on Lots that first become subject to assessments during a calender year shall be prorated on a calendar year basis for the remainder of such calender year.

Section 5. Due Date. Unless otherwise provided herein, assessments shall be due and payable in full within thirty (30) days after billed to an Owner by the Association.

Section 6. Records of Assessment. The Association shall cause to be maintained in the office of the Association a record of all Lots and assessments applicable thereto which shall be open to inspection by any Owner. Written notice of each assessment shall be mailed to every Owner of the Lot subject to assessment.

The Association shall, upon demand and payment of a reasonable charge, furnish to any Owner a certificate in writing signed by an officer of the Association setting forth whether the assessments against the Owner's Lot have been paid, and if not, the amount due and owing. Absent manifest error, such certificates shall be conclusive as evidence for third parties as to the status of assessments against such Lot.



Section 7. Effect of Non-Payment of Assessment or Other Charges. If any annual or monthly assessment or if any special assessment is not paid on the date when due, or if any sum or charge agreed to be paid by Owners in this Declaration is not paid when due, then such assessment, sum or charge shall be delinquent and shall accrue interest thereon at the highest rate permissible under the laws of the State of Tennessee, after the due date, then the Association may bring an action at law against the Owner personally and/or foreclose the lien against the Lot by court action or trustee's sale, as hereinafter provided, and there shall be added to the amount of such assessment, sum or charge all reasonable attorney's fees and costs incurred by the Association in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessments as indicated above.

Section 8. Enforcement of Lien by Trustee's Sale. For and in consideration of the privileges and protections granted herein, and the mutual enjoyment and use of the Common Use Facilities, and for the express purpose of securing the payment of the assessments, other sums and charges described in Section 7 above; rendering unnecessary court proceedings for the enforcement of the lien described in Section 7 above, each Owner accepting a deed to a Lot, for their heirs, administrators, successors and assigns, do hereby transfer and convey unto E. M. Haywood, Trustee, his successors and assigns, each such Lot deeded to such Owner, with the appurtenances, estate, title and interest thereto belonging unto the Trustee for the following uses in trust:

Said Owners agree to pay all assessments, sums and charges when due and upon demand of said Trustee or the Association, to pay, discharge or remove any and all liens (except a first mortgage or deed of trust lien) which may be hereafter placed against said Owner's Lot which shall adversely affect the lien granted herein, and in case the Trustee or his successors or the Association shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said Lot or the lien granted herein, or appear in any court to prove said indebtedness, all costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed and be payable by Owner upon demand of the Trustee or Association, and upon failure to do any of these things then said Trustee or Association may do any or all of said things, and the amounts so paid shall bear interest from the date of payment at the highest rate then permitted by the laws of the State of Tennessee, and shall be and become a part of the indebtedness secured hereby.

If said assessments, sums or charges, or interest thereon, are not paid promptly when due or within any period of cure allowed above, or if after said Owners fail to pay any other sums due as above provided, or further, fail to reimburse the Trustee or Association within thirty (30) days from the date of Trustee's or Association's payment of such sums, this trust conveyance shall remain in full force and effect, and the said Trustee or his successor in trust is hereby authorized and empowered, upon giving twenty (20) days' notice by three (3) publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said Lot at the front door of the courthouse in said county to the highest bidder for cash at public outery, free from the equity of redemption, statutory right of redemption, homestead, dower and all other exemptions of every kind which are hereby expressly waived; and the said Trustee or his successor in trust is authorized and empowered to execute and deliver a deed to the purchaser at such foreclosure sale. The Association may bid at any sale under this trust conveyance. The Trustee may at any time after default in the payment of any of the above described indebtedness enter and take possession of said Lot and shall only account for the net rents actually received by him.



It is further agreed that in the event the Trustee fails, before selling said 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 Lot. In case of sale hereunder, the proceeds shall be applied by the Trustee as follows:

(a) To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorneys fees for advice in the premises, or for instituting or defending any litigation which may arise on the account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

(b) To the payment of all taxes which may be unpaid on said premises.

(c) To the payment of all unpaid indebtedness herein secured.

(d) The residue, if any, to be paid to said Owners, their order, or to their representatives or assigns.

In the event of the death, absence, inability or refusal to act of said Trustee at any time when action of the foregoing powers and trusts may be authorized, or for any other reason, the lawful owner and holder of said lien is hereby authorized and empowered to name and appoint a successor in trust to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and title therein conveyed to the above named Trustee shall be vested in said successor. Trustee is authorized to appoint an attorney-in-fact to conduct in his stead and on his behalf and with the same power possessed by said Trustee as granted herein, any and all foreclosure sales authorized above.

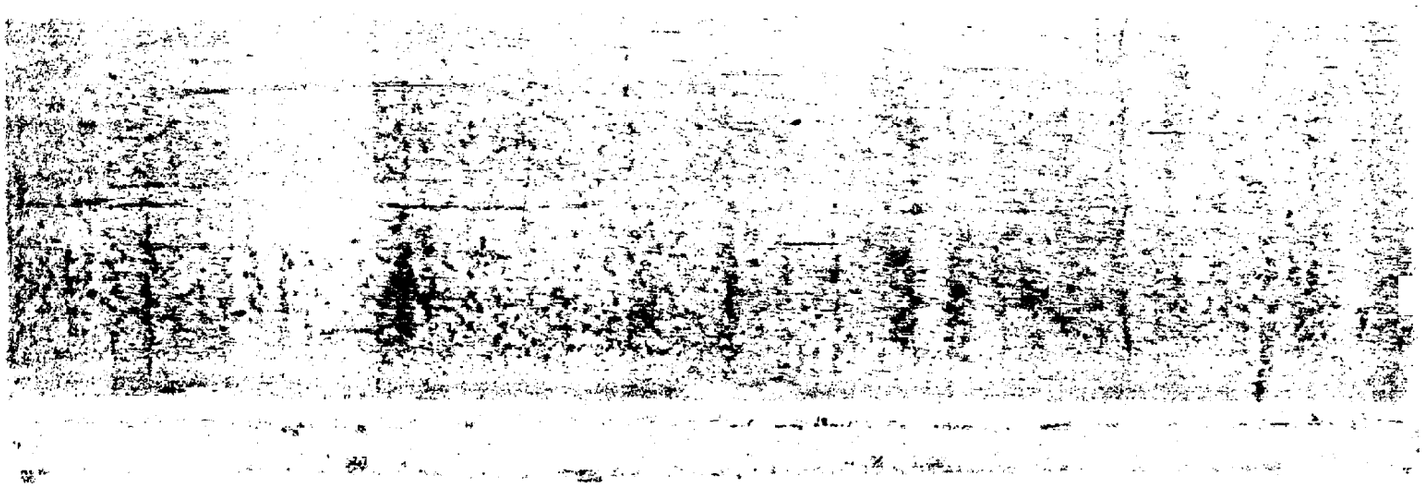
The lien described in this Section and in Section 7 above shall be subordinate to the lien of a recorded first mortgage or deed of trust encumbering any such Lot. Provided, however, in the event the holder or owner of such mortgage or first deed of trust becomes the Owner of such Lot after foreclosure thereof, such purchaser shall become subject to the lien reserved herein for the purpose of securing all assessments becoming due from and after the date such purchaser accepts a deed to said Lot or enters into possession of said Lot, whichever shall first occur.

ARTICLE V

Architectural and Building Restrictions

The Developer shall have the responsibility of enforcing the restrictions set forth in the Article until Developer no longer owns a Lot in Wyndham Chase. The Board of Directors of the Association shall assume and be responsible for the enforcement of the Restrictions after that time. References in this Article to the Developer shall, therefore, apply to the Association after it has been incorporated and has assumed the enforcement of these Restrictions.

Section One. Approval of Development. Before commencing the construction, reconstruction, remodeling, alteration or addition of any Building or structure, fence, wall, driveway, path or other inprovement of any nature, the Owner shall first submit its building plans, specifications, site and landscape plans, drainage plans, and an elevation sketch (collectively the "Plans") of all improvements to the Architectural Committee, as hereinafter described, for its written approval. The Plans shall



include all materials for driveways, walls, fences, swimming pools and tennis courts. In the event the Architectural Committee shall fail to approve or disapprove in writing the Plans within thirty (30) days after they have been recieved by the Architectural Committee in person or by certified mail at the address to be designated from time to time by Developer of the Association.

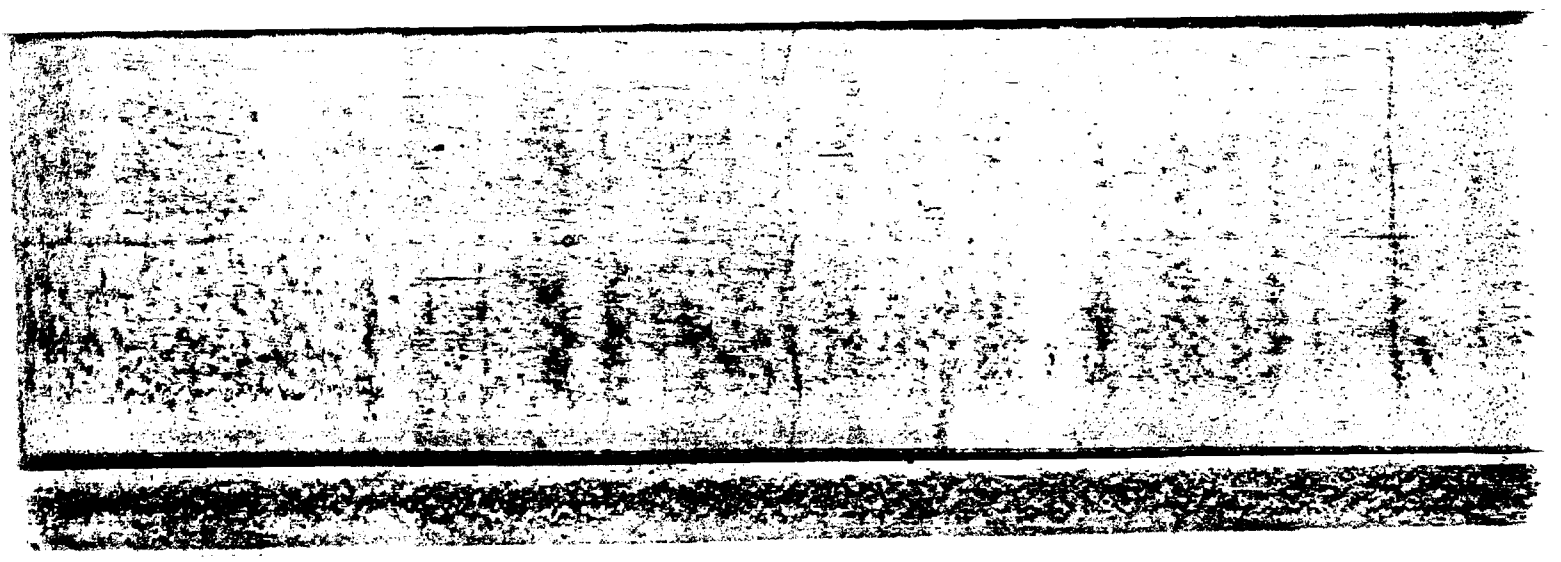
Plans for any improvements must conform to certain Restrictions as set forth in Section Two hereof, and further must conform to the other requirements of this Delaration. The Architectural Committee shall be the sole judge or arbiter of such conformance or non-conformance. Further, the Architecural Committee may approve or disapprove plans when the Architectural Committee, in its sole discreteion, determines that the proposed improvements or any feature of the Plans are not architecturally or aesthetically compatible with Wyndham Chase development. Until termination of the Class B membership, the Developer may, in its sole discretion, overrule any decision of the Architectural Committee.

If the Architectural Committee approves the Plans, the actual construction in accordance with the Plans shall be the responsibility of the Owner; provided, however, upon the completion of the improvements, and prior to occupancy, the Owner shall notify Developer, who shall have ten (10) days thereafter in which to have the improvements inspected by the Architectural Committee to insure that the construction was completed in accordance with the Plans approved by the Architectural Committee prior to construction. In the event that the Architectural Committee shall fail to approve or disapprove in writing the completed improvements within ten (10) days after receipt of notice from the Owner that the improvements are completed, such approval shall not be required and these covenants will be deemed to have been complied with. In the event an Owner has made changes from the original Plans approved by the Architectural Committee and such changes were not previously approved by the Architectural Committee, occupancy of the subject improvements shall be delayed until the necessary corrections have been made.

In the event any Owner shall fail to complete his residence according to the approved plans or to maintain the improvements situated upon his or her lot in a manner satisfactory to the Association, the Association may, upon the vote of two-thirds (2/3) of the Association's Directors, and after ten (10) days' notice in writing to the Lot Owner, and in the event of his continued failure to commence the correction of the matter in issue, enter upon said Lot and complete, repair, maintain or restore the exterior of the improvements erected thereon. The cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject and the Owner shall be personally liable for the cost of such maintenance so incurred.

In addition to the approval of Plans and other matters herein set forth, the Architectural Committee shall have the right to waive minor violations and allow minor variances where the same resulted unintentionally or without gross carelessness on the part of any Owner and are not materially harmful to the Property. If such waiver is granted in writing, then thereafter such matters so waived shall no longer be deemed a violation of these restrictions.

The approval of Developer or the Architectural Committee of the Plans and completed improvements as required above is not intended to be an approval of the structural stability, integrity or design of a completed improvement or of the safety of any component therein, but is required solely for the purpose of insuring



compliance with the covenants contained in this Declaration, and further, to insure the harmonious and orderly architectural development and improvement of the Property. Notice is hereby given to any future occupant of any such completed improvement and all invitees, business guests and other persons who may from time to time enter or go on or about such completed improvements that no permission or approval granted by Developer or the Architectural Committee with respect to construction pursuant to this Declaration shall constitute or be construed as an approval by them of the structural stability, design of any building, structure of other improvement and no liability shall accrue to Developer or the Architectural Committee in the event that any such construction shall subsequently prove to be defective. No structure of a temporary nature shall be allowed on any Lot at any time except that of an Owner's contractors and subcontractors during the period of construction on improvements.

The Architectural Committee shall consist of three (3) members appointed by Developer, who is empowered to appoint their successors should a vacancy occur, or may remove members and replace them at its sole discretion until such time as Developer no longer owns a Lot in Wyndham Chase, and their names shall be maintained at Developer's offices. Thereafter the Association shall appoint the Arthitectural Committee.

Section Two. Improvement, Setback and Use Restrictions.

(a) Minimum setback requirements have been established on the recorded subdivision of Wyndham Chase, but are not intended to engender uniformity. They are intended to avoid overcrowding and monotony. It is, therefore, intended that setbacks may be staggered, where appropriate, so as to preserve trees and to assure vistas of open areas. The Developer reserves the right to approve the site plan and location of each house or other structure on each Lot and to arrange the same in such manner as it shall deem in the best interests of the overall development. No building or structure, or any part thereof, shall be located on any Lot nearer to the front line nor to a side or rear line than the minimum setback lines shown on the recorded plan or as specified in the Restrictions.

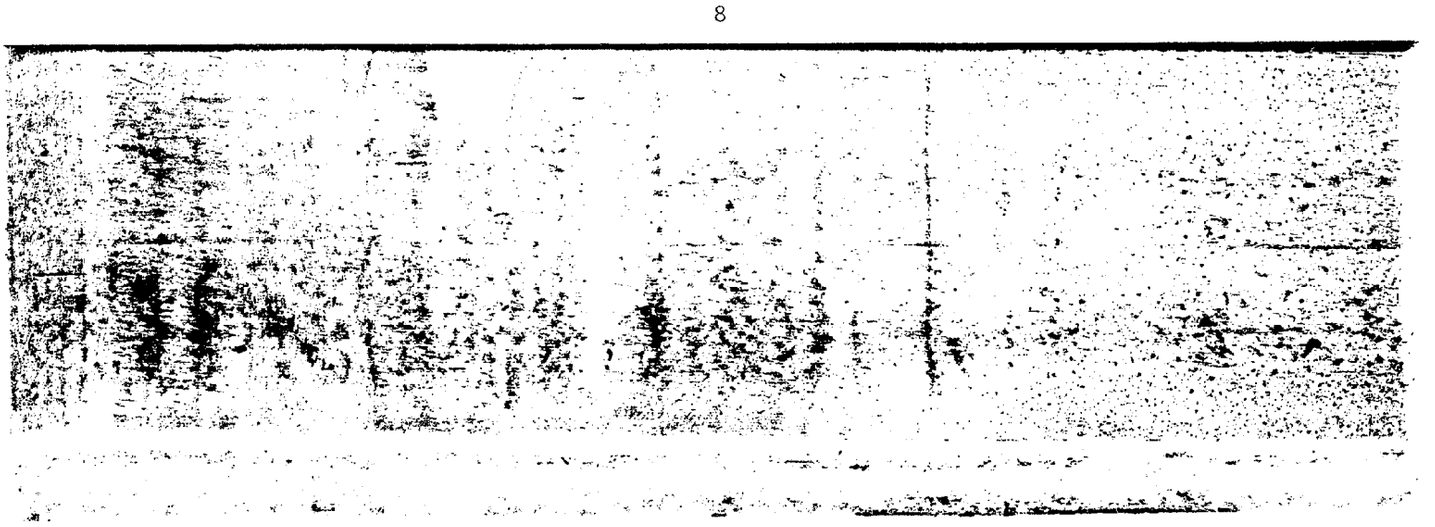
(b) Before any house may be occupied, it must be completely finished.

(c) The total floor living area of the main structure upon any Lot, exclusive of open porches, patios, garages, and breezeways shall be not less than _____ _____ square feet.

(d) Boundary walls for individual Lots may be erected, provided that the same are approved by the Developer or Architectural Committee. No walls, other than retaining walls, may be constructed along the street on the front of any Lot unless approved by the Architectural Committee. No retaining wall shall extend to height greater than three (3) feet above the earth being retained and no boundary wall, nor any wall enclosing a patio or courtyard, shall extend to a height greater than eight (8) feet from ground level except with the consent of the adjoining Lot Owners and the Architectural Committee. All boundary and retaining walls must be of brick, stone, stucco or other material agreeable to the Architectural Committee.

(e) Developer reserves the right to establish a uniform mail box and mail box location system.

(f) Incinerators for garbage, trash or other refuse shall not be used nor permitted to be erected or placed on any Lot. Any and all equipment, air conditioner



condensers, woodpiles, garbage cans, refuse or storage piles placed on any lot, whether temporary or permanent, shall be walled in to conceal the same from view of neighboring Lots, roads, streets and open areas. Plans for all screening walls and enclosures must be approved by the Architectural Committee.

(g) No lumber, brick, stone, block, concrete or other building materials, nor any other thing used for building purposes shall be stored on any Lot except for the purpose of construction on such Lot, and then only for such length of time as is reasonably necessary for the construction of the improvements then in progress.

(h) All utility meters, air conditioning compressors, and other like equipment shall not be visible from neighboring Lots, roads, streets and open areas. Outdoor television and dish antennas may be installed, with the prior approval of the Architectural Committee, provided such antennas shall be thereafter taken down and removed by the Owner at such time as a cable television receiving service is available within the area.

(i) No Owner shall excavate or extract earth from any of the Lots subject to this Declaration for any business or commercial purpose. No elevation changes shall be permitted which will materially affect the surface grade of a Lot unless the consent of the Developer is obtained.

(j) Outside clothesline and clothes hanging devices shall not be permitted. Eave lights may not be installed on the fronts of residences. Eave lights installed on the sides of residences must be adjusted so that the rays of any beam or flood light will be directed to the rear of the residence and not to the side or front.

(k) No garages or carports may face the street in front of a residence unless approved by the Developer. Parking of vehicles in the service drives is prohibited.

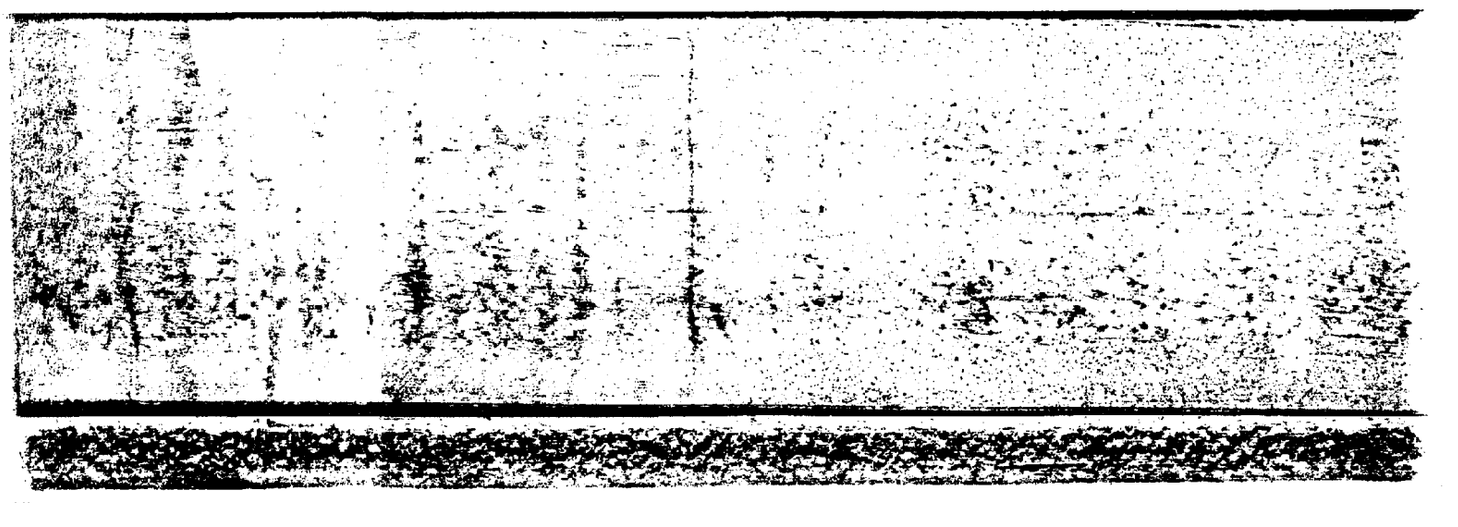
(l) No tree in excess of six (6) inches in diameter may be removed from a Lot without the consent of the Architectural Committee.

(m) Contiguous Lots may be combined, and if the Lots have the same Owner, for the purpose of placing an approved Building thereon. Individual Lots may not be resubdivided so as to create a smaller area than originally deeded to a Lot Owner and as shown on the Plat.

Section Three. Maintenance. All Lots, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by their respective Owners.

Section Four. Parking of Automobiles. A minimum of two (2) covered off-street parking spaces for each residence must be provided by each Lot Owner unless waived by the Developer. Additional parking will be permitted at the front of the residence. Parking for guests of residents and visitors may be provided by the Developer at the locations shown on the Plat., which space shall be for the use of guests of Lot Owners generally. Additionally, Developer may permit the use of certain designated open spaces for the parking of automobiles on special occasions.

Section Five. Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred, pastured or maintained on any Lot, except household pets which shall be kept in reasonable numbers as pets for the sole pleasure of the occupants, but not for any commercial purpose or use. No pets shall be permitted outside of the



boundaries of the Owner's Lot unless accompanied by their owners and on a leash. The Association, or any individual resident, may take appropriate measures to insure compliance with this provision, including having the animal picked up by the Metropolitan authorities.

Section Six. Nuisances and Unsightly Materials. No house or other structure on any Lot shall be used for any commerical or business purpose. Each Owner shall refrain from any act or use of his Lot which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No noxious, offensive or illegal activity shall be carried on upon any Lot. Boats may be stored in enclosed areas and must not be visible from neighboring Lots, streets, roads or open areas. No motorcycle, motorbike or motor scooter shall be permitted to be operated in the streets of Wyndham Chase.

Section Seven. Governmental Restrictions. Each Owner shall observe all governmental building codes, health regulations, zoning restrictions and other regulations applicable to his Lot. In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provisions of this Declaration, the more restrictive provision shall apply.

Section Eight. Exclusive Contractors. In order to minimize confusion and complications which may result from the construction of a number of residential units upon the Properties at the same time, and in order to insure the maintenance of high quality of construction, the Developer reserves the right to approve contractors authorized and permitted to construct residential units or facilities upon Lots within the Properties. Such approval shall not be arbitrarily or unreasonably withheld.

Section Nine. Speeding. Any vehicle moving in excess of twenty-five (25) miles per hour on streets within Wyndham Chase shall be cosidered as speeding and the owner and/or operator of said vehicle will be subject to any fine levied by the Homeowners' Association.

ARTICLE VI

Easements

Section One. General. So long as Developer owns a lot in Wyndham Chase, Developer reserves an easement for ingress and egress generally across the Property at reasonable places on the Property and the various Lots for the purpose of completing Developer's intended development. Said ingress and egress easement shall in any event be reasonable and shall not interfere with the construction of improvements on a Lot nor the use and enjoyment of a Lot by a Lot Owner.

Section Two. Emergency. There is hereby reserved without further assent or permit a general easement to all policemen and security guards employed by Developer, firemen, ambulance personnel, garbage collectors, mail men, utility personnel, delivery service personnel and all similar persons to enter upon the Property or any portion thereof which is now or hereafter made subject to this Declaration in the performance of their respective duties. Included in the persons designated to have access to the premises are all public officials and all police and fire officers of the Metropolitan Government.

Section Three. Easements Shown on the Plat. All easements designated on the Plat encumber the Lots as shown on the Plat, and are hereby established as perpetual and



irrevocable easements. Said easements are granted and reserved for the use and benefit in common of all Owners of Wyndham Chase and their agents, servants, family members and invitees. No Owner shall have the right to restrict, impede or take any action in any way to prohibit or limit the use in common by all Owners of said easements. However, use of the easements and Common Use Facilities shall be subject to and governed by the provision of this Declaration and the Bylaws, rules and regulations of the Association.

Section Four. No Rights Established for the General Public. The roads of Wyndham Chase, as shown on the Plat, are not public thoroughfares and no rights in the general public are intended to be created hereby or by the recording of the Plat. Said roads are private thoroughfares to be maintained, operated and controlled by the Association. Developer and/or the Association reserves the right to control access to Wyndham Chase by entry onto the roads of Wyndham Chase or otherwise. Developer and/or the Association reserves the right to deny entry and access into Wyndham Chase to any persons who are not authorized to use the roads of Wyndham Chase pursuant to this Declaration. Soliciting within Wyndham Chase is expressly prohibited.

ARTICLE VII

Maintenance of Unimproved Lots

An Owner shall either commence construction of a residence upon his Lot or cause his Lot to be improved so the same may be maintained the same as completed lawn in a condition satisfactory to the Architectural Committee within one (1) year after closing of the purchase of the Lot from Developer. In the event an Owner fails to so improve his Lot within the time required, or fails to commence such improvement within thirty (30) days after notice from the Association or Developer and thereafter completes the same within ninety (90) days, the Association or the Developer may cause said Lot to be so improved and the Owner shall pay the cost thereof to the Association or Developer upon demand. In the event an Owner fails to pay the same upon demand, such sum may be collected from the Owner as an assessment or charge pursuant to Article IV hereof.

ARTICLE VIII

Sale or Lease of Lots

Section One. Right of First Refusal. To assure a community of congenial Owners and thus protect the value of the Lots in Wyndham Chase, any Owner who desires to sell or lease any Lot or Lots, either improved or unimproved, shall first offer the same for sale or lease to Developer at the same price and on the same terms at which the highest bona fide offer has been made to the Owner therefor. An Owner desiring to sell or lease any Lot shall give Developer notice via certified mail, return receipt requested, of his desire to sell or lease such Lot(s), together with such other information as may be requested. Within seven (7) days thereafter, Developer may (i) approve the transaction; (ii) furnish a purchaser or lessee approved by the Association who will accept the transaction upon terms as favorable as those stated in the notice; (iii) fail to respond in which event the transaction will be deemed approved. The right of first refusal granted by this Declaration to Developer shall extend to the first five (5) years following the date of Lot sale and thereafter the Association shall automatically succeed to Developer's rights under this Section One for the remaining duration of this Declaration. This right of first refusal does not apply to a Mortgagee upon the exercise of any power of sale or upon the Mortgagee becoming the Owner of a Lot as a result of the exercise of any power of sale. When Mortgagee who has become an Owner conveys a Lot, this right of first refusal shall become binding upon the purchaser of a Lot from a

Mortgagee in the event that purchaser desires to sell the Lot. Provided, however, that in any event such sale or lease shall remain subject to the covenants and restrictions of this Declaration.

Section Two. Sales and Resales. In order to preserve and protect the decorum of the community, Developer reserves the right to restrict the advertising and placement of signs on or relating to properties for sale or resale wihin the premises of Wyndham Chase. This right in the Developer shall continue for a period of five (5) years from the date hereof. Thereafter, this right shall be exercisable by the Association through its Board of Directors.

ARTICLE IX

General Provisions

Section 1. Duration. These restrictions shall be appurtenant to and run with the land and shall be binding upon all Owners and parties hereinafter having an interest in any of the Property and all parties claiming under them for a period of ninety-nine (99) years from the date of the filing of this Declaration.

Section 2. Enforcement. All restrictions herein may be enforced by Developer, his successors and assigns, or by the Association, as the case may be, by proceeding at law or in equity against the person, firm or other entity violating or attempting to violate any covenant or covenants, either to restrain the violation thereof or to recover damages, together with reasonable attorneys' fees and court costs. In the event the Owner or the Association fails to act to enforce any restriction herein, any Owner of any Lot may enforce these restrictions as aforesaid against any other Owner, except, however, the covenants contained in Article VIII hereof regarding the Developer's option to purchase shall be enforceable only by Developer and not by his successors or assigns unless specifically assigned thereunto by Developer in writing.

Section 3. Partial Invalidity. Any invalidation of any one or more of these restrictions by judgment, court order, or statute, or failure on the part of Developer or his successors or assigns to enforce any of said restrictions, shall in no way affect any of the other provisions hereof or be deemed as a waiver of the right to enforce such restrictions any time after the violation thereof.

Section 4. Abatement. In the event that any Owner violates any of the terms or conditions of these restrictions and fails to cure the same within ten (10) days after written notice thereof, then Developer, in addition to the other rights and remedies provided for herein, shall have the express right, privilege and license to enter upon any Lot to take any reasonable action to cure such violation, and all reasonable costs thereof shall be at the expense of the Owner of such Lot and shall be payable upon demand by Developer.

Section 5. Exoneration of Developer. Each Owner of any Lot in the Property or any other party interested in the Property expressly agrees that:

(a) No duty or obligation is imposed upon Developer to enforce or attempt to enforce any of the covenants or restrictions contained herein, nor shall Developer be subject to any liability of any kind or nature whatsoever from any third party from failing to enforce the same; and

(b) Developer's approval (or approval by the Architectural Commiittee) of any building plans, specifications, site of landscape plans or elevations, or any other approvals or consents given by the developer pursuant hereto (or by the Architectural Committee) or otherwise shall be deemed a warranty, representation or covenant that any such buildings, improvements, landscaping or other action taken pursuant thereto or in reliance thereon complies with any or all applicable laws, rules, building code requirements or regulations, the sole responsibility for all of same being upon the respective owner; and Developer and Architectural Committee are expressly released and relieved of any and all liability in connection therewith. Owner agrees to indemify and hold the Developer and the Architectural Committee harmless from all loss or damage, including reasonable attorneys' fees, incurred by Devloper or Architectural Committee as a result of any suit or claim made by any party concerning any feature of construction of the improvements made to any Lot, the noncompliance thereof such laws, rules, building codes requirements or regulations, or further, any suit of claim made by any injured or alleged injured party claiming to have been damaged or injured by any failure in the structure of any completed improvements, any negligence in design or wirkmanship of any compnent of such completed improvements on such Lot.

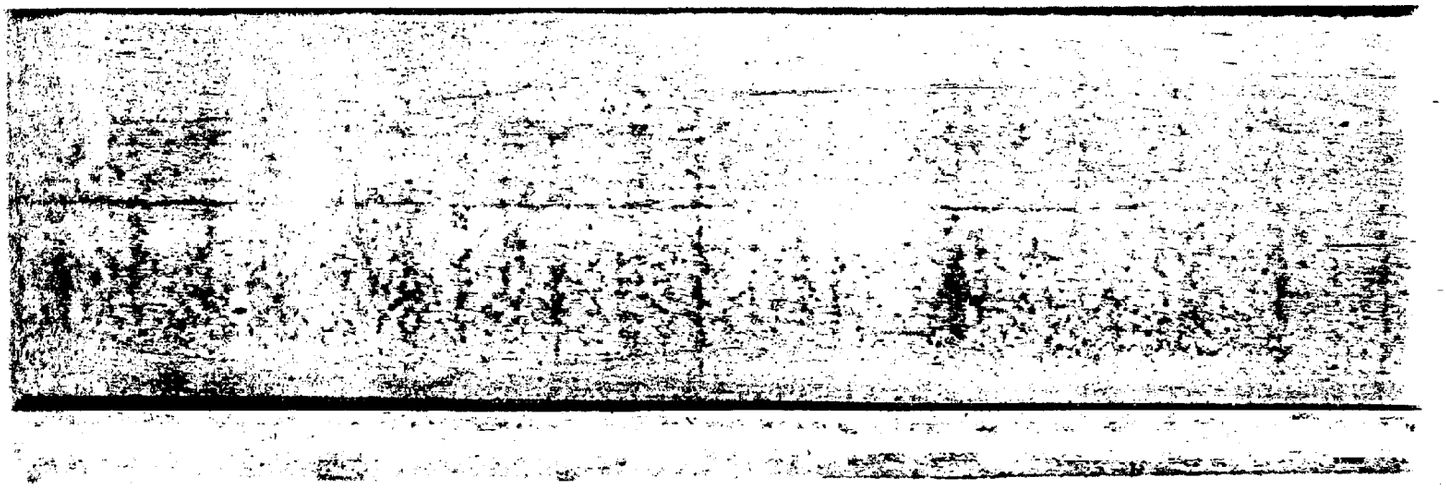
Section 6. Other Lands of Developer. Nothing contained within these restictions shall be held or constued to impose any restrictions, covennts, or easements on any other land of the Devloper, except for theland contained within the description of the Property, unless specifically submitted and included within these restrictions by Supplementary Declaration. No further land shalll be added hereunder by Developer.

Section 7. 8].50. Common open space and public facilities. See Exhibit A.

Article X

Amendment

The covenants and restrictions of this Declaration may be amended by the Developer without joinder of any Lot Owner, for a period of five (5) years from the date hereof; thereafter, by agreement signed by at least two0thirds (2/3) of the Owners whose Lots are then subject hereto. Any such amendment shall not become effective until the instument evidencing such change has been filed of record. Every purchaser ofr subsequent grantee of any interest in any property now or hereafter made subject to this Declaration by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and Restirctions of this Declaration may be amended as provided herein.



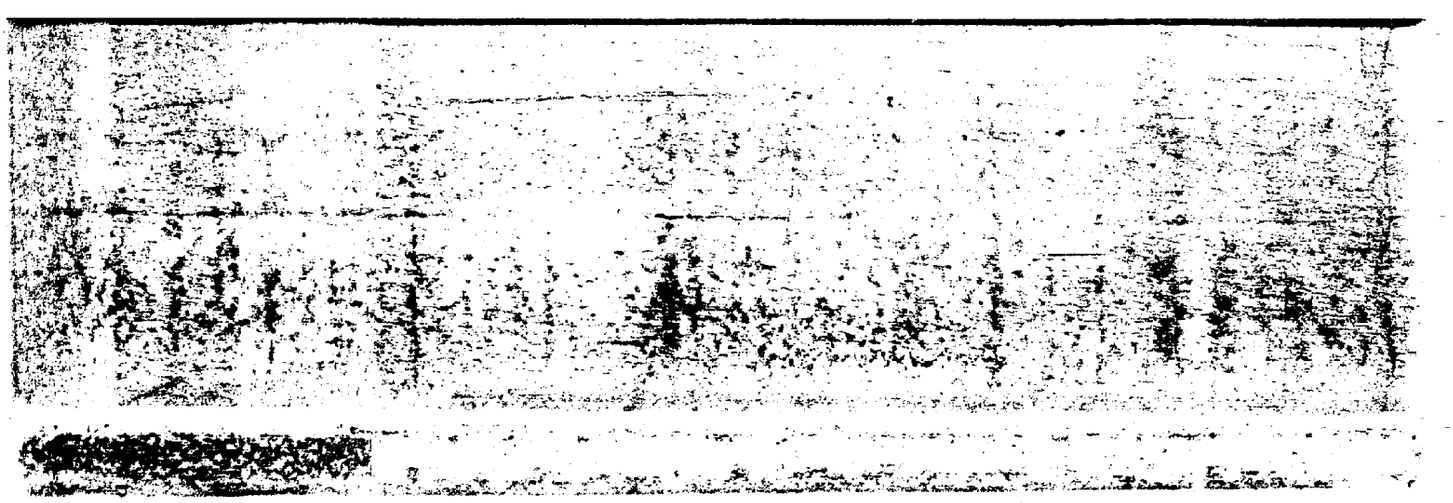
81.50. Common open space and public facilities.

The requirements for common open space and public facilities shall be in accord with the provisions of this section.

81.51 *Common open space.* Any common open space established by an adopted final master development plan for planned unit development shall be subject to the following:

(a) The metropolitan planning commission and the metropolitan county council may require that the landowner provide for and establish an organization for the ownership and maintenance of any common open space, and such organization shall not be dissolved nor shall it dispose of any common open space, by sale or otherwise (except to an organization conceived and established to own and maintain the common open space), without first offering to dedicate the same to the metropolitan government of Nashville and Davidson County and the said dedication be approved by the metropolitan planning commission. However, the conditions of any transfer shall conform to the adopted final master development plan.

(b) In the event that the organization established to own and maintain common open space, or any successor organization, shall at any time after the establishment of the planned unit development fail to maintain the common open space in reasonable order and condition in accordance with the adopted master development plan, the zoning administrator may serve written notice upon such organization and/or the owners or residents of the planned unit development and hold a public hearing. After thirty (30) days when deficiencies of maintenance are not corrected, the zoning administrator shall call upon any public or private agency to maintain the common open space for a period of one year. When the zoning administrator determines that the organization is not prepared for the maintenance for the common open space such agency shall continue maintenance for yearly periods.



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(c) The cost of such maintenance by such agency shall be assessed proportionally against the properties within the planned unit development that have a right of enjoyment of the common open space, and shall become a lien on said properties.

81.52 *Dedication of public facilities.* The metropolitan planning commission and the metropolitan county council may, as a condition of approval and adoption and in accordance with the master development plan, require that suitable areas for streets, public rights-of-way, schools, parks, and other public areas be set aside, improved, and/or dedicated for public use.

81.60. Waiver of board of zoning appeals action.

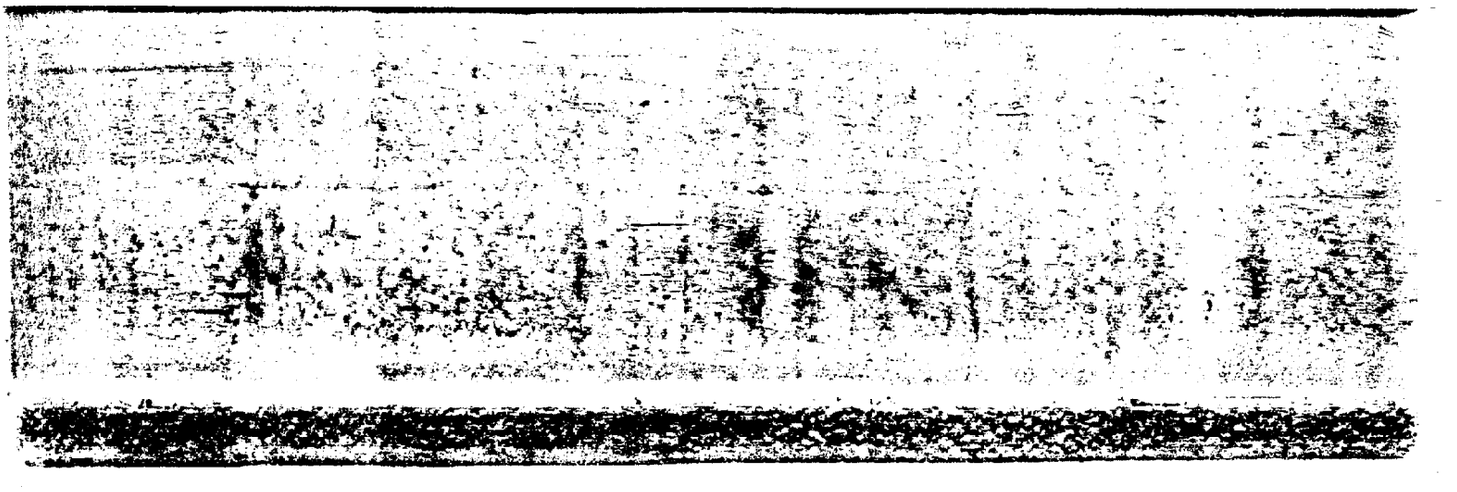
No action of the board of zoning appeals shall be required in the approval of a planned unit development including those activities which would otherwise require conditional use permits under other articles of this ordinance, provided that such activities comply with the applicable criteria stipulated in Article X, Chapter 3 of this ordinance as determined by the metropolitan planning commission and the metropolitan county council as a part of their master development plan review and action.
(Bill No. 75-1253, § 1, 6-3-75)

CHAPTER 2. RESIDENTIAL PLANNED UNIT DEVELOPMENT

82.00. Legislative purpose, intent and application.

The legislative purpose, intent and application of residential planned unit development are as follows:

(a) Encourage a variety and flexibility in land development and land use for basically residential areas, consistent with the long-range comprehensive general plan and the orderly development of Metropolitan Nashville and Davidson County.



IN WITNESS WHEREOF, the Developer has caused this Declaration of Protective Covenants and Restrictions to be duly signed this 23rd day of October, 1986.

BALDRIDGE DEVELOPMENT COMPANY, INC.

By: Thomas M. Baldridge

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Thomas M. Baldridge 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 Baldridge Development Company, Inc., a corporation, the within named bargainor, and who acknowledged that he executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Thomas M. Baldridge, President

WITNESS my hand and seal this the 23rd day of October, 1986.

Elizabeth Pennard
NOTARY PUBLIC

My commission expires:
My Commission Expires MAR. 11, 1990

EXHIBIT "B"

BYLAWS

OF

WYNDHAM CHASE HOMEOWNERS' ASSOCIATION

ARTICLE I

Members (Owners)

Section 1. Members. Every person or entity who is an Owner of any Lot which is included in the Property shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. Succession. The membership of each Owner shall terminate when he ceases to be an Owner, and upon the sale, transfer or other disposition of his ownership interest in a Lot, his membership in the Association shall automatically be transferred to the new Owner succeeding to such ownership interest.

Section 3. Regular Meetings. The first regular annual meeting of Owners may be held, subject to the terms hereof, on any date, at the option of the Board. Provided, however, that said First Meeting shall be held not more than one hundred twenty (120) days after Developer has sold and delivered its deed for at least five (5) Lots. In any event, the First Meeting shall be held not less than three (3) years following the date of recording the Covenants. Subsequent to the First Meeting, there shall be a regular annual meeting of Owners within fifteen (15) days after the end of each fiscal year of the Association. All such meetings of Owners shall be held at such place in Davidson County, Tennessee, and at such time as specified in the written notice of such meeting which shall be delivered to all Owners at least ten (10) days prior to the date of such meeting.

Section 4. Special Meetings. Special meetings of all Owners may be called by the President or by a majority of the members of the Board, or by Owners having at least three-fifths (3/5) of the votes entitled to be at such meeting. Said special meetings shall be called by delivering written notice to all Owners not less than ten (10) days prior to the date of said meeting, stating the date, time and place of said special meeting and the matters to be considered.

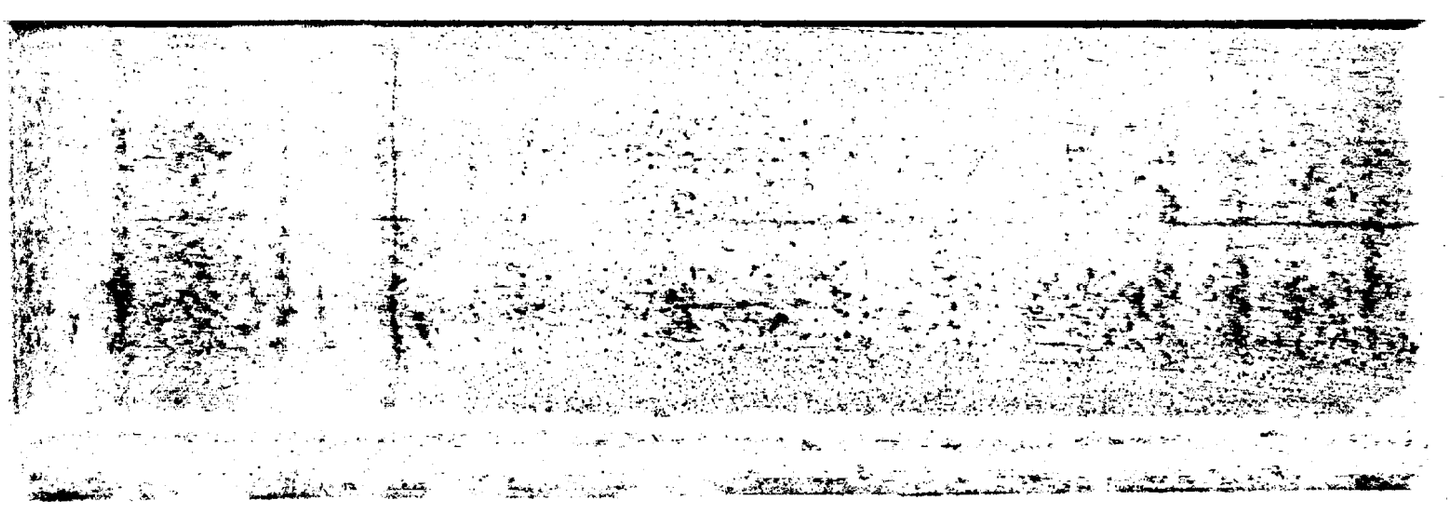
Section 5. Delivery of Notice of Meetings. Notices of meetings may be delivered either personally or by mail to an Owner at the address given to the Board by said Owner for such purpose.

Section 6. Voting. Members shall be entitled to one vote for each Lot owned in the Property. The vote for any one Lot owned by more than one person or entity shall be exercised as they among themselves shall determine, but in no event shall the vote or votes with respect to any jointly owned Lot be cast separately. No Member who is in default in the payment of his assessments hereunder shall be entitled to vote until he has cured such default. A member shall be deemed to be in default if he has not paid his assessment within fifteen (15) days after the due date thereof.

ARTICLE II

Board of Directors

Section 1. Number, Election and Term of Office. The Board of Directors of the Association (referred to herein as the "Board"). shall consist of five (5) members (herein referred to as "Directors" or "members of the Board"). Four (4) Directors shall be elected at each regular annual meeting of Association members by the vote of Owners. The Developer shall appoint the five (5) interim members of the Board (the "Interim Board") until the First Meeting, and thereafter, the Developer shall be entitled, at its option, to appoint one Board member who does not have to be an Owner. The First Meeting shall, among other business, elect



the first four (4) members of the Board (the "First Board"). Those candidates for election as Director receiving the greatest number of votes cast either in person or by proxy at the meeting shall be elected. Members of the Interim Board shall hold office until the First Meeting. Two (2) members of the First Board shall hold office until the first regular annual meeting of Association members after the First Meeting, and two (2) other members of the First Board shall hold office until the second regular annual meeting of Association members after the First Meeting. The member appointed by the Developer shall hold office at the pleasure of the Developer.

Section 2. Qualification. Except for members of the Interim Board, and the Director appointed by the Developer, each Director shall be an Owner. If a Director shall cease to meet such qualifications during his term, he shall thereupon cease to be a Director and his place on the Board shall be deemed vacant.

Section 3. Vacancies. Any vacancy occurring in the Board shall be filled by majority vote of the remaining members thereof. Any Director so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the Director which he succeeds. In the event the Developer does not desire to appoint a Director, the Board shall, by majority vote, fill such vacancy for a term of one (1) year at a time.

Section 4. Meetings. A regular annual meeting of the Board shall be held within ten (10) days following the regular annual meeting of Owners. Special meetings of the Board shall be held upon a call by the President or by a majority of the Board on not less than forty-eight (48) hours' notice in writing to each Director, delivered personally or by mail or telegram. Any Director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action proposed to be taken by the Board without a meeting. A Director's attendance at a meeting shall constitute his waiver of notice of said meeting.



Section 5. Removal. Any Director may be removed from office for cause by the vote of three-fifths (3/5) of the total vote of the Owners.

Section 6. Compensation. Directors shall receive no compensation for their services as Directors, unless expressly provided for in resolutions duly adopted by the Owners.

Section 7. Quorum. Three (3) Directors shall constitute a quorum.

Section 8. Powers and Duties. The Board shall have the following powers and duties.

(a) to elect and remove the Officers of the Association as hereinafter provided:

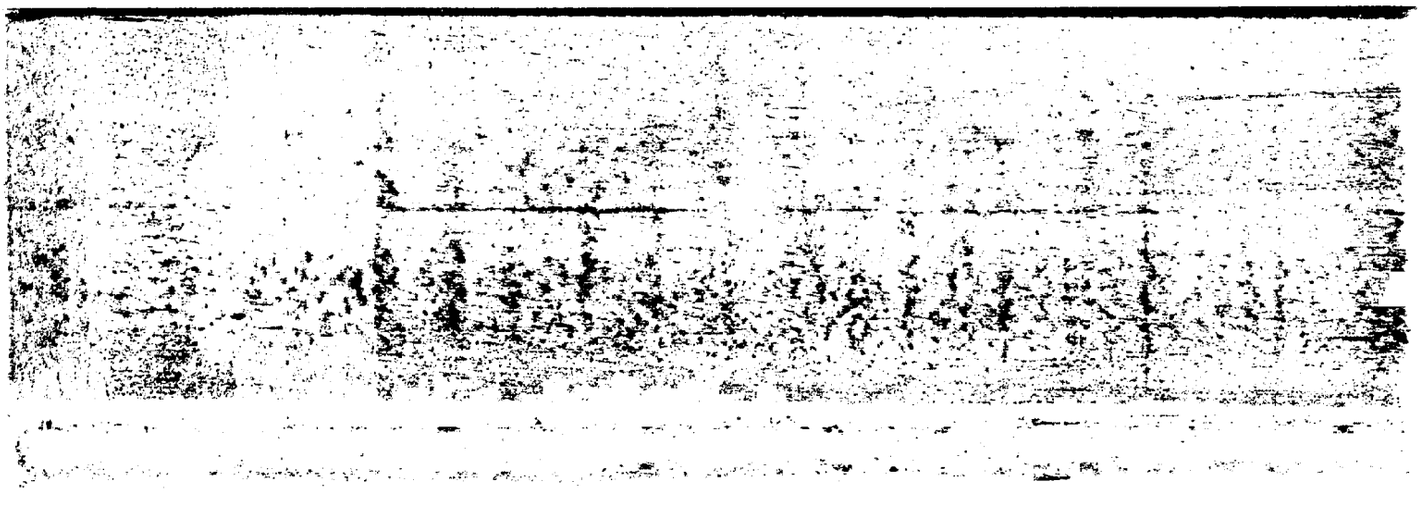
(b) to administer the affairs of the Association and the Common Use Facilities, including the purchasing of casualty and liability insurance covering the Common Use Facilities, the Association, the Board and officers;

(c) To formulate policies for the administration, management and operation of the Common Use Facilities;

(d) to adopt rules and regulations, with written notice thereof to all Owners, governing the administration, management operation and use of the Common Property;

(e) to provide for the maintenance, repair, and replacement of the Common Property and other expenses authorized by the Covenants and payments therefor, and to approve payment vouchers or to delegate such approval to the officers;

(f) to provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Common Property and other expenses authorized by the Covenants;



(g) to appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board;

(h) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;

(i) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Owners their respective shares of such estimated expenses, as hereinafter provided;

(j) unless otherwise provided herein or in the Covenants, to comply with the instruction of a majority of the Owners, as expressed in a resolution duly adopted at any annual or special meeting of the Owners;

Section 9. Non-Delegation. Nothing in this Article or elsewhere in these Bylaws shall be considered to grant to the Board, the Association or to the Officers of the Association any powers or duties which, by law, have been delegated to the Owners.

ARTICLE III

Officers

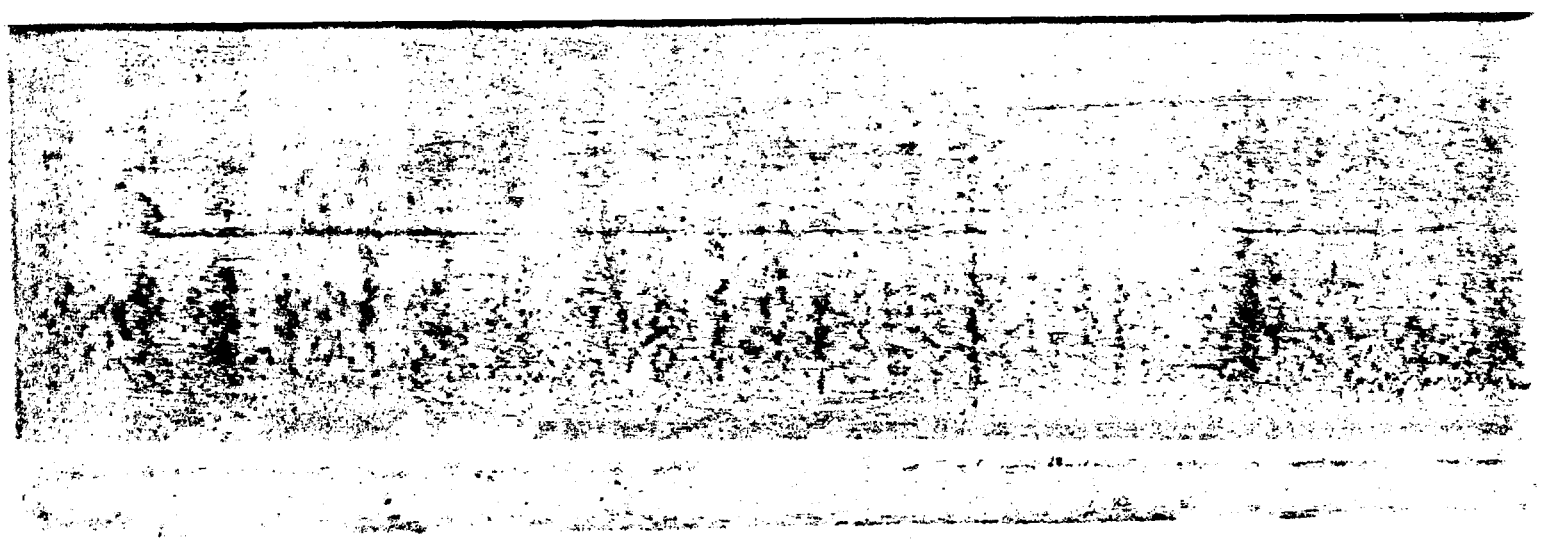
Section 1. Designation. at each regular annual meeting, the Directors present at said meeting shall elect the following Officers of the Association by a majority vote:

(a) a President, who shall be a Director and who shall preside over the meetings of the Board and of the Owners, and who shall be the chief executive officer of the Association;

(b) a Secretary, who shall keep the minutes of all meetings of the Board and of the Owners, and who shall, in general, perform all the duties incident to the office of Secretary;

(c) a Treasurer, who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported; and

(d) such additional Officers as the Board shall see fit to elect.



Section 2. Powers. The respective Officers shall have the general powers usually vested in such Officers; provided that the Board may delegate any specific powers to any other Officer or impose such limitations or restrictions upon the powers of any Officer as the Board may see fit.

Section 3. Term of Office. Each Officer shall hold office for the term of one (1) year and until his successor shall have been appointed or elected and qualified.

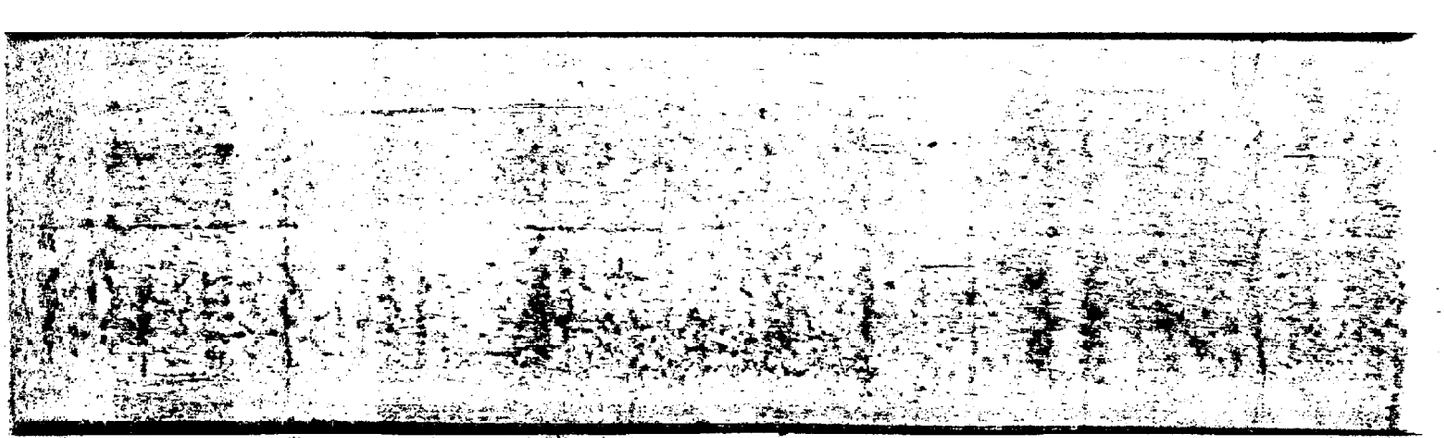
Section 4. Vacancies. Vacancies in any office shall be filled by the Board by a majority vote of the remaining members thereof at a special meeting of said Board. Any officer so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the Officer he succeeds. Any Officer may be removed for cause at any time by vote of three-fifths (3/5) of the total members of the Board at a special meeting thereof.

Section 5. Compensation. The Officers shall receive no compensation for their services as Officers.

ARTICLE IV

Assessments

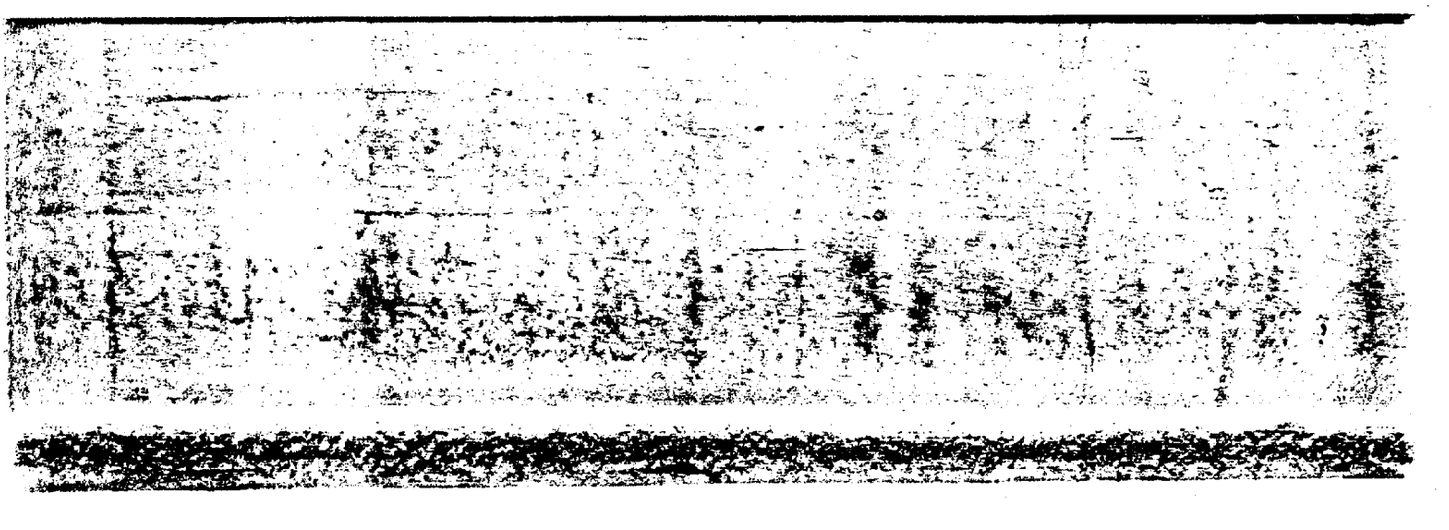
Section 1. Annual Budget. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated expenses and cash requirements for the year, including but not limited to salaries, wages, payroll taxes, legal and accounting fees, working capital fund, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, and all other expenses for carrying out the duties of the Association. To the extent that the assessments and other cash income collected from the Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account. The annual budget shall provide for a reserve for contingencies for the year and a reserve for replacements, in reasonable amounts as determined by the Board.



Section 2. Assessments. The estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof shall be furnished by the Board to each Owner, not later than thirty (30) days prior to the beginning of such year. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Owner shall pay, as his respective monthly assessment for the common expenses, one-twelfth (1/12) of his proportionate share of the expenses for such year as shown by the annual budget. Such proportionate share for each Owner shall be one eighth (1/8) for each Lot owned. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Owner shall continue to pay each month the amount of his respective monthly assessment as last determined. Each Owner shall pay his monthly assessment on or before the first day of each month to the Association or as may be otherwise directed by the Board.

Section 3. Partial Year or Month. For the first fiscal year and thereafter until the First Board is elected, the annual budget shall be approved by the Interim Board. If such first fiscal year, or any succeeding fiscal year, shall be less than a full year, then the monthly assessments for each Owner shall be proportionate to the number of months and days in such period covered by such budget. Commencing with the date of delivery of a deed to a Lot from Developer, each Owner shall pay his assessment for the following month or fraction of a month.

Section 4. Annual Report. Within ninety (90) days after the end of each fiscal year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Owner a statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable.



Section 5. Supplemental Budget. In the event that during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Owner, and thereupon a supplemental assessment shall be made to each Owner for his proportionate share of such supplemental budget.

Section 6. Records and Statement of Account. The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures of the Association, specifying and itemizing the common expenses and limited common expenses incurred. Payment vouchers may be approved in such manner as the Board may determine.

ARTICLE V

Amendments

These Bylaws may be amended or modified from time to time by action or approval of the vote of a majority of the Owners casting votes as described in Article I, Section 6 hereof. Such amendments shall be recorded in the Office of the Register of Deeds for Davidson County, Tennessee.

