DECLARATION OF RESTRICTIONS
ON
STONE BOX CREEK, A PLANNED RESIDENTIAL SUBDIVISION
IN NASHVILLE, DAVIDSON COUNTY, TENNESSEE
AS RECORDED IN PLAT BOOK PAGE
REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE

WHEREAS, Baccarat Partners and Stone Box Creek Co-operative Association ("SBCCA") are the owner and developer and the proposed community association, respectively, of Stone Box Creek, a co-operative development, a plat of which is of record in Book 6900, Page 103 Register's Office for Davidson County, Tennessee, to which reference is here made, and the same is made a part hereof by such reference as if attached hereto as an exhibit (such plat as it now exists and as it may be appropriately amended in the future shall be called the "Plat"), and

WHEREAS, Baccarat Partners desires to restrict all building sites and building units for the protection of the character of the neighborhood, such restrictions to be covenants running with the land and to be binding on all building sites and building units; and

WHEREAS, Baccarat Partners for the protection of the entire properties and all owners of building sites and building units (residences) therein, desires to make due provision for the maintenance and preservation of the common areas designated as such on the Plat;

NOW, THEREFORE, in consideration of the premises and in part consideration for the sales of building sites within Stone Box Creek, Baccarat Partners imposes upon the entire property comprising Stone Box Creek the following restrictions:

1. Each lot or building site designated as such on the Plat shall be used for residential purposes, and no more than one single family residence may be located on each lot or building site except as indicated on the Plat, or except as otherwise allowed by the Building Committee of SBCCA.

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2. Certain portions of Stone Box Creek are hereby designated as common areas or commons. These areas include the walkways shown on the Plat, the landscaped areas and all other property kept and maintained for the joint use of the owners of all building sites and building units within Stone Box Creek, and all portions of Stone Box Creek other than the residential lots or public streets. No person shall use or affect the common areas, or commons, or any part thereof, in any manner contrary to any provision of these restrictions or such rules and regulations pertaining thereto as may from time to time be promulgated by the Board of Directors of SBCCA.

All expenses for the maintenance, management, operation, repair and replacement of the common areas, as well as all costs of management and administration of SBCCA, shall be borne by the respective building site and building units owners at the rate of the total of such expenses and costs divided by the number of sites platted for Stone Box Creek. The Board of Directors of SBCCA shall have authority to assess the respective owners their pro rate share of such expenses and to require payment of regular monthly, quarterly or annual basis, or to levy special assessments from time to time as the Board may determine. Until nine months after the sale of a building site to a purchaser (except if sold to another builder, whereupon the builder is responsible for the dues) or the commencement of construction thereon, whichever occurs first, Stone Box Creek shall pay the assessments attributed to such building site, and it joins in these restrictions for the purpose of evidencing its agreement so to do.

The owners of building sites and building units, being also members of SBCCA, shall be obligated to pay all assessments levied by the Board of Directors of SBCCA as and when such assessments shall fall due and the same shall constitute a lien upon the property of each such owner if not paid when due. Such lien shall be secondary to any first mortgage or deed of trust upon said property whether in existence before or after the creation of such lien. SBCCA, before exercising any lien rights, shall serve notice of the same in writing upon the holders of any mortgages or deeds of trust which encumber the property to the

extent that such holders shall have given notice in writing to SBCCA of the existence of their encumbrance and of the address to which notice should be forwarded.



3. All architecture of residences within the property shall be of a design compatible with the design of the houses now located in Hearthstone and other subdivisions in the contiguous areas of Nashville, Tennessee. The design and plans and specifications of each residence shall be subject to prior approval by the Building Committee selected by the Board of SBCCA. Construction shall be subject to ingress and egress of workmen, parking of vehicles, traffic, storage of materials, removal of debris, and the like. Prior to the selection of such Building Committee, design, plans and specifications shall be subject to prior approval by Baccarat Partners.

4. Except where variances are granted by the Building Committee or Baccarat Partners and, if necessary, the Metropolitan Government, the following provisions shall apply: All residences shall be located so as not to come closer to the north, east, south, or west boundaries of said property than indicated on the Plat and each residence must set back not less than the setback line as shown on the Plat. To promote the best interests of the overall development of Stone Box Creek and to prevent monotony and overcrowding, the location of the residence, and the floor elevations thereof, on the lot shall be subject to the prior approval of the SBCCA Building Committee (or Baccarat Partners). Side yards shall be a minimum of ten feet each, except where zero side yards are permitted as specified on the Plat. Residences constructed with a zero side yard shall abut the property line, except for recesses and projections of such residence. If the lot owner elects to construct a residence with a zero side yard, such election shall be deemed to give permission to the neighbor adjoining such zero side yard to construct a carport or garage (not more than 30 feet in depth and as approved by the Building Committee), abutting the side wall of such residence, and this said side wall of the residence shall not contain any windows, doors, ventilation shafts or other openings. If the lot owner elects to construct a residence with a zero side yard, the cornices (including gutters) of his residence may

overhang (by no more than 12 inches) the property adjoining such zero side yard; and these overhangs shall be maintained by SBCCA and the owner thereof shall be individually charged for such maintenance. All residences utilizing the zero lot line must comply with all state and local fire codes. With respect to yards other than zero side yards, the residence may contain bay windows, chimneys and balconies (not more than 10 feet in width) which project no more than four feet into such required front, side or rear yard.



5. Baccarat Partners shall construct an appropriate wall, fence or landscaping defining right of way limits, at its expense, in keeping with the general design of Stone Box Creek, along both sides of the entrance drive leading into the property from Hill Road, and the construction of such wall shall be at no expense to the purchasers of building sites or residents of Stone Box Creek. Baccarat Partners has granted (as indicated on the Plat) a public easement 5 feet on each side of the public right of way where each street is located in Stone Box Creek. All streets are public streets and shall be maintained by the city. The public easements are for utilities such as water or sewer and shall not be obstructed by permanant structures of any type and any landscaping placed on said easement by home owners may be removed by the department of public works so that water or sewer lines may be repaired, replaced or up graded and said department will not be required to replace or repair any damage caused thereby.

6. In the design of houses to be constructed within the property, the following specific requirements shall be observed:

(a) Each house shall contain not less than 2,800 square feet of living area, excluding unfinished basement, garage or carport.

(b) No exposed concrete block will be permitted above ground level in the construction of any buildings or walls.

(c) Only one, one and one-half, two and three story houses shall be constructed, and first floor ceiling heights shall be no less than eight feet above floor level.

(d) Each house shall be served by central heating and air conditioning, and all services for utilities shall be placed underground in the location specified by the utility companies in question.

(e) Garages and carports must harmonize with the residences.

(f) Any trees designated on the Plat of Stone Box Creek will not be cut down without the prior approval of the SBCCA Building Committee.

(g) A minimum of four off-street parking spaces (including spaces in carports and garages) will be provided on each homesite.

(h) No utility meters or trash receptacles shall be placed on the front of any residence unless obscured from view from the street.

7. It shall not be permissible to erect any temporary building on any building site, except during construction, and no outbuilding of any kind shall be used for occupance.

8. No livestock, poultry, fowl, swine or other nuisance shall be permitted or kept upon the property. Further, no boats may be stored on the property, (except the garages) and no motor cycles, motor bikes or motor scooters shall be permitted to be stored on the property (except in garages). No clothes lines or radio or television antennas shall be permitted in any yards. No pets shall be permitted in the common areas unless accompanied by their owners and unless on a leash.

9. In the event any owner desires to offer his building site for sale, he may employ such agent or agents for this purpose as he desires, provided that such agent or agents shall coordinate their sales program through SBCCA. All advertising, including newspaper advertising, and all signs which may be placed upon the property shall be subject to approval of SBCCA.

10. Ingress and egress to and from all building sites shall be provided from and to Hill Road via public streets.

11. In the event of any violation or threatened violation of any of these restrictions, the right is reserved to SBCCA acting on behalf of the owners of building sites and building units within the property, to enjoin the same or to recover damages therefor, or both.

*12. Except as specified below, no building sites or building unit sold may be conveyed or transferred by the original purchaser, or any subsequent owner, unless the owner desiring to sell shall first furnish to SBCCA a firm written offer to purchase. Such owner shall furnish evidence that such offer is made in good faith and shall offer the property to SBCCA at the same price and upon the same terms as offered by the proposed purchaser. SBCCA shall be allowed ten (10) days after receipt of such offer within which to purchase the same at said price and on said terms. If SBCCA fails to exercise this purchase option, the owner shall then be free to accept the offer in question, provided, in such event, the purchaser shall purchase the property subject to SBCCA's said right of first refusal with respect to any future conveyance or transfers.*

*If a site owner does not begin actual construction of a residence on such site within two (2) years after date of purchase, or if site owner proposes to sell the building site within such two year period without first having commenced construction of a residence thereon, then SBCCA shall have the right, exercisable within thirty (30) days, to purchase the site for the purchase price paid by the site owner to Baccarat Partners for such site.*

*This paragraph shall not be applicable to any conveyance by mortgage or deed of trust, or to any conveyance at a bona fide foreclosure or trustee's sale pursuant to such a mortgage or deed of trust or pursuant to any court proceeding.*

*13. 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. 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.

14. These restrictive covenants shall run with the land and shall be effective for a term of fifty (50) years from the date hereof. These restrictive covenants shall be subject to amendment, in whole or in part, at any time prior to the expiration of the same by the joint action of not less than seventy-five percent (75%) of the owners within the property. The Plat may also be amended by such 75% vote, together with appropriate action, if necessary, by the Metropolitan Government.

15. If any of the provisions of this instrument shall be declared void or inoperative by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

16. Prior to the induction of members (other than Baccarat Partners) into SBCCA, Baccarat Partners shall be entitled to exercise the rights of SBCCA and Building Committee hereunder. SBCCA is to be a not-for-profit membership association and it shall be obligatory that all owners of building sites and building units within Stone Box Creek be members of SBCCA, entitled to all privileges of membership as set forth in the Charter and Bylaws of the same, and subject to assessment for the payment of costs incident to the maintenance of the common areas and administration of the corporation as provided for in these restrictions, and in said Charter and Bylaws.

IN WITNESS WHEREOF, Baccarat Partners has caused this instrument to be executed this 11th day of July, 1986.

BACCARAT PARTNERS

BY: _____
ERNEST E. FITZGERALD

BY: _____
CHARLES STIDHAM

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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Before me, Faye Ingmire, a Notary Public within and for the State and County aforesaid, personally appeared Ernest E. Fitzgerald, with whom I am personally acquainted, and who upon his oath acknowledged himself to be a partner of Baccarat Partners, the within named bargainor, a Tennessee Partnership.

WITNESS my hand and official seal at office at ~~Nashville~~ Hendersonville Tennessee, this 16th day of July, 1986.

Faye Ingmire
Notary Public

FAYE INGMIRE NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My commission expires 5-12-89.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Faye Ingmire, a Notary Public within and for the State and County aforesaid, personally appeared Charles Stidham, with whom I am personally acquainted, and who upon his oath acknowledged himself to be a partner of Baccarat Partners, the within named bargainor, a Tennessee Partnership.

WITNESS my hand and official seal at office at ~~Nashville~~ Hendersonville Tennessee, this 16th day of July, 1986.

Faye Ingmire
Notary Public

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My commission expires 5-12-89.