BOOK 7439 PAGE 487

84-039
1949

This instrument prepared by:
John M. Jordan, Attorney
One Maryland Farms, Suite 100
Brentwood, Tennessee 37027

DECLARATION OF COVENANTS

FOR ACCESS TO AND MAINTENANCE OF
COMMON AREAS OF WOODLAND FORREST

This Declaration of Covenants for access to and maintenance of the common areas of Woodland Forrest is made and published by the owner and developer of Woodland Forrest, Eaglecrest, a Tennessee general partnership, having its principal office in Brentwood, Tennessee (hereinafter "Eaglecrest");

W I T N E S S E T H:

WHEREAS, Eaglecrest is the owner and developer of real property which is to be developed into a planned unit development (PUD), situated in Davidson County, Tennessee, which real property is more fully described in Exhibit A attached hereto; and

WHEREAS, Eaglecrest has proposed and designed the PUD to have extensive common open space; and

WHEREAS, pursuant to Section 81.31 of the Zoning Regulations of the Metropolitan Government of Nashville and Davidson County Tennessee, dated April, 1987 (hereinafter "Zoning Regulations"), the Metropolitan Planning Commission (hereinafter "Commission") and the Metropolitan City Council may require that Eaglecrest, as the owner of the real property, provide for and establish an organization for the ownership and maintenance of such common space (hereinafter "Organization"); and

WHEREAS, the Commission has promulgated regulations controlling aspects of the Organization; and

WHEREAS, the Commission has determined to require such an Organization for this PUD; and

WHEREAS, Eaglecrest desires in this document to identify such Organization and vest the Organization with such rights and responsibilities as the Commission has required.

NOW, THEREFORE, in consideration of the premises and of the benefits to be derived by Eaglecrest and each and every subsequent owner of any of the lots in the subdivision, Eaglecrest does hereby set up, establish, promulgate, and declare the following covenants for access and maintenance of the common areas.

Illegibility or writing, typing or printing in this
Document Unsatisfactory When Received

These covenants shall become effective upon the recording of this instrument and shall run with the land and be binding on all persons claiming title under or through Eaglecrest for a period of fifty (50) years after the recording date hereof.

2. The Organization for ownership and maintenance of common open space shall be Woodland Forrest Inc., a not-for-profit corporation (organization), the members of which shall be owners of lots in Woodland Forrest. A copy of the charter of this corporation is attached as Exhibit B hereto.

3. This Organization shall not be dissolved and shall not 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. The conditions of any transfer, however, shall conform to the adopted final master development plan.

4. 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 (as defineed in the Zoning Regulations) may serve written notice upon such organization and/or the owners and residents of the planned unit development and hold a public hearing. After thirty (30) days when deficiencies of maintenance are not corrected, the said 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.

5. In the event the said zoning administrator maintains this common open space, the cost of such maintenance shall be assessed proportionately 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.

IN WITNESS THEREOF, the developer has caused this document to be executed on the 9th day of December, 1987.

EAGLECREST, A TENNESSEE GENERAL PARTNERSHIP

Hillsboro Properties, Inc., Gen. Partner

BY: Dan Zoller, V.P.

STATE OF TENNESSEE)

COUNTY OF Davidson)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Gary Weller, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be a partner in of Englecrest, a Tennessee general partnership, the within named bargainor, a partnership, and that he as such partner executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as partner.

Witness my hand and seal, this 9th day of December, 1987.

Notary Public

My Commission Expires: 1-19-88

EXHIBIT B

CHARTER OF
WOODLAND FORREST HOMEOWNERS CORPORATION,
a not-for-profit corporation

The undersigned natural person, having capacity to contract and acting as the incorporator of a not-for-profit corporation (the Corporation) under the Tennessee General Corporation Act, hereby adopts the following Charter for the Corporation

I.

The name of the Corporation is Woodland Forrest Homeowners Association.

II.

The duration of the Corporation is perpetual

III.

The address of the principal office of the Corporation shall be c o Hillsboro Properties, 7201 Maryland Way, Brentwood, Tennessee, 37027.

IV.

The Corporation is not-for-profit.

V.

The purposes for which the Corporation is organized is as follows: providing for the maintenance of and access to all common open space of Woodland Forrest, a planned unit development, as of record in Book 6900, page 534 Register's Office for Davidson County, Tennessee; providing for the maintenance of any entranceways into the subdivision; paying all expenses associated with such maintenance; and to perform such other matters as may be appropriate from time to time to enhance the aesthetics of Woodland Forrest or to benefit all or any portion thereof.

The purposes for which this Corporation is organized are proper under the laws of the State of Tennessee, and the Corporation shall be empowered to do all things necessary to carry out these purposes and objects.

Except where otherwise specifically provided in this Charter or in the By Laws of the Corporation, the Corporation shall have all powers and rights granted to not-for-profit corporations under the laws of the State of Tennessee.

VI.

All privileges, duties and requirements pertaining to membership, meetings, directors, and officers shall be provided in the By-Laws of the Corporation.

In the event of dissolution, the Corporation's assets and property shall be distributed in accordance with a plan of distribution adopted by the Board of Directors of the Corporation, exclusively for the purposes of the Corporation or to one or more corporations which are not-for-profit and which are engaged in affairs substantially similar to those of the dissolving corporation provided that the assets and the properties shall be used by the grantee or grantees for a not-for-profit purpose.

VII.

There shall be no individual liabilities against the members for Corporation debts.

VIII.

The members of the Corporation shall be owners of the real property designated as Lots [illegible] through 10 in Block A, Inclusive, of Woodland Forrest, a planned unit development, on the plan of Woodland Forrest, a planned unit development, as of record in Book 6900 page 534 Register's Office for Davidson County, Tennessee (the lots). Upon the sale, transfer, or other disposition of a member's ownership of a lot, such members membership in the Corporation shall automatically be terminated as to him and shall be transferred to the person, firm, or entity succeeding to ownership of such lot.

The aggregate number of votes for all members shall be 43. Subject to the By Laws of the Corporation, the owner of such lot shall have one vote in all matters. If any lot is owned by more than one person the voting rights shall be divided but shall be exercised as if the owner of such interest consisted of only one person in accordance with the proxy or other designation made by the persons constituting such ownership. In the event of disagreement among such persons and an attempt of two or more of them to cast such vote, such persons shall not be recognized and such vote shall not be counted.

IX.

Whenever the Directors of the Corporation are required or permitted to take any action by vote, such action may be taken without a meeting upon written consent, setting forth such action taken, signed by all the Board of Directors entitled to vote thereon.

Dated this ____ day of _____, 1987

_____
Grey Wilder, Incorporator

This instrument was prepared by:
John M. Jones, Attorney
One Maryland Farms, Suite 100
Brentwood, Tennessee 37027

84-039
wo 1949
12-14-87

EXHIBIT A

PROPERTY DESCRIPTION

Land in the Second Civil District of Metropolitan Nashville, Davidson County, Tennessee, described according to a survey by Ragan-Smith-Murphy & Associates, Inc., dated September 24, 1987, as follows:

Beginning at an existing iron pin on the south right-of-way line of Charlotte Pike (US 70) that is 667.28 feet east of an iron pin set by a 4 inch steel post on the line between Thousand Oaks Subdivision, as recorded in Deed Book 3700, pages 82 and 83, R.O.D.C., Tennessee, and Stephen W. Reutter, as recorded in Deed Book 5181, page 208, R.O.D.C., Tennessee and proceeding as follows:

1. Northeastwardly along the south right-of-way line of Charlotte Pike, along a 2010.00-foot radius curve to the left, a distance of 73.50 feet to an iron pin set, said curve has a chord bearing and distance of N 47° 35' 25" E, 73.50 feet; thence,
2. N 46° 50' 13" E, 44.86 feet to an iron pin set in a drain; thence,
3. Leaving Charlotte Pike with said drain, S 24° 38' 38" E, 470.68 feet to an iron pin set; thence,
4. S 19° 20' 55" E, 618.36 feet to an iron pin set in said drain; thence,
5. S 13° 42' 59" E, 74.69 feet to an iron pin set in said drain; thence,
6. S 12° 51' 23" E, 168.90 feet to an iron pin set in said drain; thence,
7. Leaving said drain, S 72° 14' 48" W, 40.80 feet to an existing iron pin in a fence; thence,
8. S 07° 48' 33" E, 215.18 feet to a 4 inch steel post; thence,
9. S 01° 25' 59" E, 290.16 feet to an existing concrete monument on the west right-of-way line of I-40; thence,
10. With said line, S 00° 14' 36" W, 37.83 feet to a concrete monument; thence,
11. Southwestwardly along a 5899.58-foot radius curve to the left, a distance of 395.02 feet to an iron pin set in said fence; said curve having a chord bearing and distance of S 30° 44' 34" W, 394.94 feet; thence,
12. Leaving I-40 with a fence, S 38° 32' 50" W, 79.82 feet to a 4 inch steel post; thence,
13. A new line, N78° 47' 50" W, 15.47 feet; thence,
14. A new line, N 05° 44' 43" E, 159.79 feet; thence,
15. A new line, N 66° 06' 45" W, 158.00 feet; thence,
16. A new line, N 72° 39' 46" W, 276.06 feet; thence,
17. A new line, S 76° 55' 40" W, 78.09 feet; thence,
18. A new line, N 60° 52' 35" W, 15.01 feet; thence,
19. A new line, N 53° 48' 37" W, 115.65 feet; thence
20. A new line, N 36° 11' 23" E, 16.00 feet; thence,
21. With a 464.60-foot radius curve to the left, a distance of 15.89 feet; said curve having a chord bearing and distance of N 35° 12' 37" E, 15.88 feet; thence,

22. A new line, N 55° 46' 10" W, 50.00 feet; thence,
23. A new line, N 55° 46' 10" W, 92.00 feet; thence,
24. A new line, N 13° 08' 43" E, 135.83 feet; thence,
25. A new line, N 06° 06' 42" W, 212.27 feet; thence,
26. A new line, S 88° 15' 59" W, 13.84 feet; thence,
27. A new line, N 01° 52' 14" W, 264.69 feet; thence,
28. A new line, N 51° 40' 00" E, 262.31 feet; thence,
29. A new line, N 67° 26' 23" E, 229.21 feet; thence,
30. A new line, S 08° 11' 51" E, 183.63 feet; thence,
31. A new line, S 78° 06' 33" E, 103.20 feet; thence,
32. With a 240.00-foot radius curve to the left, a distance of 423.78 feet; said curve having a chord bearing and distance of N 27° 31' 28" E, 370.83 feet; thence,
33. A new line, N 23° 03' 37" W, 497.02 feet; thence,
34. With a 594.45-foot radius curve to the left, a distance of 200.54 feet; said curve having a chord bearing and distance of N 32° 43' 29" W, 199.59 feet to the point of beginning and containing 22.42 acres more or less.

Being part of the same property conveyed to Hillsboro Properties, Inc., a Tennessee corporation, by deed from Bonnie H. Dolan, of record in Book 6843, page 451, and by deed from David S. Popkin and wife, Hae Yung Popkin, of record in Book 6571, page 784, and by deed from Michael E. Carden and wife, Brenda G. Carden, of record in Book 6504, page 643, and by deed from Larry D. Ashworth and wife, Blythe E. Ashworth, of record in Book 7281, page 472, R.O.D.C., Tennessee.

Being the same property conveyed to Eaglecrest, a Tennessee general partnership, by Hillsboro Properties, Inc., by quitclaim deed of record in Book 7281, page 477, R.O.D.C., Tennessee.

Encumbrances

1. 1987 Davidson County taxes, a lien, but not yet due and payable.

2. Restrictive covenants contained in instrument of record in Book 7207, page 851, R.O.D.C., Tennessee.

9: 4: 5 4: 5:
IDENTIFICATION REFERENCE
Dec 31 10 25 AM '87
FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN
4642 12/31 0101 03CHECK 24.00