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This instrument prepared by:
BOULT, CUMMINGS, CONNERS & BERRY
222 Third Avenue North
Nashville, Tennessee 37201

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DAVIDSON COUNTY, TN
IDENTIFICATION REFERENCE
96.7.8.5

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHICKERING MEADOWS

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHICKERING MEADOWS (hereinafter sometimes referred to as the "Declaration") is executed this 11th day of January, 1988, by HENRY R. HILLENMEYER, an individual resident of Davidson County, Tennessee (hereinafter sometimes referred to as the "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 of Chickering Meadow, of record in Book 6900, page 501, Register's Office for Davidson County, Tennessee, and a preliminary plan for which is on file at the City Hall in the City of Forest Hills, Davidson County, Tennessee (said real estate being referred to herein as "Chickering Meadows" or the "Properties"); and

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

WHEREAS, the Developer desires to establish and provide for a system of administration and continual operation and maintenance of the Common Use Facilities of Chickering Meadows 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 Chickering Meadows, or any portion thereof, certain rights, easements, privileges, obligations, restrictions, covenants, assessments and regulations governing the use and occupancy of Chickering Meadows 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 Chickering Meadows 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 Properties and which shall inure to the benefit of each owner thereof.

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

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 Chickering Meadows Homeowners' Association, Inc., a nonprofit corporation to be organized and existing under the laws of the State of Tennessee, it 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 hereto 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 Properties used in common by the Owners, including all roads, recreation facilities, gates, wall around the Properties, and any areas lying within or adjacent to the roads which are desirable for the Association to maintain and landscape. The roads and Common Area 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 for Chickering Meadows applicable to the Properties and which is recorded in the Office of the Register of Deeds for Davidson County, Tennessee, and which is on file in the City Hall of the City of Forest Hills, Davidson County, Tennessee.

(g) "Developer" shall mean and refer to Henry R. Hillenmeyer, an individual, having a principal place of business in Nashville, Tennessee, his heirs and assigns.

(h) "Lot" shall mean and refer to any plot of land to be used for single-family residential purposes as so designated on the Plat; provided, however should an Owner own two (2) contiguous Lots and construct a residence on the boundary between

such Lots, thereafter, for all purposes of this Declaration, such Lots shall be deemed to be a single Lot.

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

(l) "Chickering Meadows" shall mean and refer to that certain residential community known as Chickering Meadows which is being developed on real property now owned by Developer in the City of Forest Hills, 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 Chickering Meadows, including the Developer, but excluding, however, those parties having such interest merely as a security interest for the performance of an obligation. Where this Declaration refers to a vote of the Owners, unless otherwise specified, there shall be one (1) vote per Lot.

(n) "Plat" shall mean and refer to the Plan of Chickering Meadow of record in Book 6900, page 501, 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) "Properties" shall mean and refer to any and all of that certain real estate described in Exhibit "A" attached hereto.

ARTICLE II

Properties Subject to This Declaration and Bylaws

The Developer, as legal title holder in fee of the Properties, hereby submits and subjects the Properties 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 Properties or any part thereof, and shall inure to the benefit of each Owner. Every person hereafter acquiring a Lot or any portion of the Properties by

acceptance of a deed to any interest in a Lot or any portion of the Properties 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 Properties shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

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

(a) Class A. Class A Members shall be all Owners, except for Developer prior to termination of his Class B membership. If, however, Developer owns one or more Lots upon or after the termination of his Class B membership, then Developer shall become a Class A Member.

(b) Class B. The Class B membership shall be the Developer, his heirs or assigns. The Class B membership shall terminate and cease upon the first to occur of the specific written termination by Developer or December 31, 1989.

Section 3. Class A Voting. Except for matters concerning special assessments and amendments to this Declaration, Class A Members shall not be entitled to vote until the termination of the Class B membership, at which time Class A Members shall be entitled to one vote for each Lot owned. 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.

Section 4. Class B Voting. Except for special assessments and amendments to this Declaration, the Class B Member (Developer) shall be the only Member entitled to vote in the Association until such time as the Class B membership shall cease.

Section 5. Special Assessments. On all matters concerning a special assessment relating to the Common Use Facilities, the voting shall, prior to termination of the Class B membership, be as follows:

(a) Class A. The Class A Members shall have one vote for each Lot owned.

(b) Class B. The Class B Member shall have two votes for each Lot owned.

Section 6. Amendments. Amendment of this Declaration shall be governed by Article XI.

ARTICLE IV

Assessments

Section 1. 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 promises 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, together with such interest thereon and costs of collection therefor as are hereinafter provided. Each such assessment, together with such interest thereon and costs of collection therefor as are hereinafter provided, shall 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. Maximum Annual Assessment. The annual assessment for 1988 shall not exceed Seven Hundred Twenty and No/100 Dollars ($720.00) for each Lot.

Section 4. 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 votes entitled to be voted 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 5. Commencement. Developer shall hereafter set a date for assessments to commence for all Lots. Assessments on Lots that first become subject to assessments during a calendar year shall be prorated on a calendar year basis for the remainder of such calendar year.

Section 6. 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 7. 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 with respect to 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 with respect to such Lot.

Section 8. 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 date due. If such assessment, sum or charge is not paid within thirty (30) days after the due date, then the Association may bring an action at law against the Owner personally, and there shall be added to the amount of such assessment, sum or charge all reasonable attorneys' 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.

ARTICLE V

Developer's Assessment and Maintenance

Section 1. No Exemption. Developer and all property owned by Developer shall not be exempt from assessments.

Section 2. Contribution by Developer. Developer agrees to contribute to the Association such funds as may be required to maintain the Common Use Facilities, to the extent that the maximum annual assessments are insufficient to pay the cost thereof, through December 31, 1988, or until the voluntary termination of the Class B membership, whichever first occurs.

ARTICLE VI

Architectural and Building Restrictions

Section 1. General. The Developer shall have the responsibility of enforcing the restrictions set forth in this Article until December 31, 1989, or until termination of the Class B membership, or until nine (9) residences are occupied, whichever shall first occur. 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 2. Approval of Development. Before commencing the construction, reconstruction, remodeling, alteration or addition of any Building or structure, fence, wall, driveway, path or other improvement 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 (construction of tennis courts to be subject to Section 3(o) of this Article VI). In the event the Architectural Committee shall fail to approve or disapprove in writing the Plans within thirty (30) days after they have been received by the Architectural Committee, such approval will not be required and this covenant shall be deemed to have been complied with. The Plans shall be delivered to the Architectural Committee in person or by certified mail at the address to be designated from time to time by Developer or the Association.

Plans for any improvements must conform to certain Restrictions as set forth in Section 3 hereof, and further must conform to the other requirements of this Declaration. The Architectural Committee shall be the sole judge or arbiter of

such conformance or non-conformance. Further, the Architectural Committee may approve or disapprove plans when the Architectural Committee, in its sole discretion, determines that the proposed improvements or any feature of the Plans are not architecturally or aesthetically compatible with Chickering Meadows development. Until termination of the Class B membership, the Developer may, in his 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.

A reasonable fee, not exceeding One Hundred Dollars ($100), may be charged by the Architectural Committee to defray its costs incurred in considering any proposed plans, and a reasonable fee, not exceeding Two Hundred Fifty Dollars ($250), may be charged by the Architectural Committee to defray its costs incurred in inspecting completed improvements.

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 applicable to such Lot, 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 Properties. 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 Properties. 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 or 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 of 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 his sole discretion until termination of the Class B membership, and their names shall be maintained at Developer's office. By Supplemental Declaration the Developer may delegate to the Association the authority and duty to appoint the Architectural Committee, and upon termination of the Class B membership, the authority to appoint the Architectural Committee shall automatically be vested in the Association.

Section 3. Improvement, Setback and Use Restrictions.

(a) Minimum setback requirements have been established on the recorded subdivision of Chickering Meadows, 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 he 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 these restrictions. All Lots shall provide the minimum setbacks required by the City of Forest Hills and as set forth on the Plat.

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

(c) The main structure upon any Lot shall be two (2) stories, and the total floor living area of such main structure upon any Lot, exclusive of open porches, patios, garages, and breezeways shall be not less than five thousand five hundred (5,500) square feet, at least three thousand (3,000) square feet being on the first (1st) floor level.

(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 a 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 above 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) Swimming pools must be built in accordance with ordinances of the City of Forest Hills. Developer reserves the right to establish a uniform mail box and mail box location system.

(f) Incinerators for garbage, trash and 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, and 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 condition 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. Each Lot must have at least six (6) trees of at least a four (4) inch diameter between the house and the road, with the location to be approved by the Architectural Committee.

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

(n) All Lots shall have sprinkler systems for the lawn portion of such Lot, such sprinkler systems to be approved by the Architectural Committee.

(o) No tennis courts shall be constructed on any Lot unless the Association shall elect not to build a tennis facility available for use by all Owners; provided, the Association shall be deemed to have elected not to build such facility unless an affirmative decision to build such facility has been made on or prior to the date one (1) year after five (5) residences are occupied.

Section 4. 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. To provide uniformity in the maintenance of the landscaping, the Association may contract with one or more landscaping services to

provide maintenance services for all Lots within the development, excepting only enclosed courts.

Section 5. Parking of Automobiles. A minimum of three (3) 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. Additionally, Developer may permit the use of certain designated open spaces for the parking of automobiles on special occasions.

Section 6. 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. The Association, or any individual resident, may take appropriate measures to insure compliance with this provision, including having the animal picked up by the appropriate authorities.

Section 7. Nuisances and Unsightly Materials. No house or other structure on any Lot shall be used for any commercial 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.

Section 8. 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 9. 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 10. Speeding. Any vehicle moving in excess of twenty-five (25) miles per hour on the roads within Chickering Meadows shall be considered as speeding and the owner and/or operator of said vehicle will be subject to any fine levied by the Association.

ARTICLE VII

Easements

Section 1. General. Until termination of the Class B Membership, Developer reserves an easement for ingress and egress generally across the Properties at reasonable places on the Properties 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. Developer shall indemnify the Owner of each Lot for any damage caused by Developer in completing Developer's intended development.

Section 2. 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 Properties 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 designed to have access to the premises are all public officials of the City of Forest Hills, and all police and fire officers of The Metropolitan Government of Nashville and Davidson County.

Section 3. Easements Shown on the Plat. The Plat contains certain designated easements for roads, utilities and drainage, and Common Area. The easements so 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 Chickering Meadows 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 provisions of this Declaration, the Bylaws, and rules and regulations of the Association.

Section 4. No Rights Established for the General Public. The roadways in Chickering Meadows are not public thoroughfares and no rights in the general public are intended to be created hereby or by the recording of the Plat. The roadways in Chickering Meadows are private thoroughfares to be maintained, operated and controlled by the Association. The City of Forest Hills has no responsibility for maintenance, repair or replacement of said roads. Developer and/or the Association reserves the right to control access to Chickering Meadows by entry onto the roads of Chickering Meadows or otherwise. Developer and/or

the Association reserves the right to deny entry and access into Chickering Meadows to any persons who are not authorized to use the roads of Chickering Meadows pursuant to this Declaration. Soliciting within Chickering Meadows is expressly prohibited.

ARTICLE VIII

Maintenance of Unimproved Lots

An Owner shall either commence construction of a residence upon his Lot within one year after closing of the purchase of the Lot from Developer or cause his Lot to be improved so the same may be maintained the same as a completed lawn in a condition satisfactory to the Architectural Committee within four (4) months 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 IX

Sale or Lease of Lots

Section 1. Right of First Refusal. To assure a community of congenial Owners and thus protect the value of the Lots in Chickering Meadows, 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 1 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 a 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 2. Sales and Resales. In order to preserve and protect the decorum of the community, Developer reserves the right to control the advertising and placement of signs on or relating to properties for sale or resale within the premises of Chickering Meadows. Any such advertisement or sign shall be submitted for approval in advance of use, approval not to be unreasonably withheld. 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 X

General Provisions

Section 1. Duration. These restrictions shall be construed to be covenants running with the land and shall be binding and effective until December 31, 2008, at which time they shall be automatically extended for successive periods of ten (10) years each unless it is agreed by the vote of a majority in interest of the then Owners of the Properties to change, amend or revoke the restrictions in whole or in part. Every purchaser or 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 restrictions of this Declaration may be extended as provided in this Section.

Section 2. Enforcement. All restrictions herein except Article VI may be enforced by Developer, his successors and assigns until the termination of the Class B membership, or by the Association, 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. Further, after the termination of Developer's Class B membership in the Association, in the event 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 IX hereof regarding the Developer's option to purchase shall be enforceable only by Developer and not by his heirs 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 heirs 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 Properties or any other party interested in the Properties 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 Committee) of any building plans, specifications, site or landscape plans or elevations, or any other approvals or consents given by Developer pursuant hereto (or by the Architectural Committee) or otherwise shall not 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 the Architectural Committee are expressly released and relieved of any and all liability in connection therewith. Owner agrees to indemnify and hold the Developer and the Architectural Committee harmless from all loss or damage, including reasonable attorneys' fees, incurred by Developer 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 such Owner's Lot, the noncompliance thereof with such laws, rules, building codes requirements or regulations, or further, any suit or 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 improvement, and negligence in design or workmanship of any component of such completed improvements on such Lot.

Section 6. Other Lands of Developer. Nothing contained within these restrictions shall be held or construed to impose any restrictions, covenants, or easements on any other land of the Developer, except for the land contained within the description of the Properties, unless specifically submitted and included within these restrictions by a Supplementary Declaration.

ARTICLE XI

Amendment

The covenants and restrictions of this Declaration may be amended by agreement signed by at least two-thirds (2/3) of the Owners whose Lots are then subject hereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record with the Register of Deeds of Davidson County, Tennessee. Every purchaser or 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 restrictions of this Declaration may be amended as provided herein.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Protective Covenants and Restrictions for Chickering Meadows to be duly signed this 11th day of January, 1988.

Henry R. Hillenmeyer

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Patrick L. Alexander, Notary Public, Henry R. Hillenmeyer, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 11th day of January, 1988.

Notary Public

My Commission Expires: 5/13/88

EXHIBIT "A"

LAND in the City of Forest Hills, 2nd Civil District of Davidson County, Tennessee, described according to a survey made by Turner Engineering Co., Inc., (William Edsel Brown, R. L. S., Tennessee No. 115) dated January 13, 1987, as follows:

BEGINNING at an iron pin (old) in the northerly margin of Old Hickory Boulevard located (a) westwardly 2,139 feet, more or less, along said northerly margin from the intersection thereof with the westerly margin of Hillsboro Road and (b) at the southwest corner of the Evers property; thence with said northerly margin north 75° 10' west 195.88 feet to an iron pin (new) at the southeast corner of the Hibbett property; thence leaving said northerly margin with the easterly line of the Hibbett property and continuing with easterly lines of the Hicks property and the Bradson property, along a fence north 4° 01' east, passing an iron pin (old) at 993.73 feet, a total distance of 2,270.80 feet to a P. K. nail in a post (old) at a southwest corner of the Brown property; thence with a southerly line of the Brown property and along a fence, south 86° 42' 25" east 692.75 feet to an iron pin (old) at a northwest corner of the Evers property; thence with lines of the Evers property; [1] south 10° 38' 19" west 298.22 feet to an iron pin (new), [2] south 20° 06' west 347.06 feet to an iron pin (old), [3] south 30° 04' 30" west 216.69 feet to an iron pin (old), [4] south 24° 06' west 100.0 feet to an iron pin (old), [5] south 17° 24' 52" west 784.98 feet to an iron pin (old), [6] north 71° 18' 34" west 96.03 feet to an iron pin (old) and [7] south 1° 00' 51" west 659.64 feet to the point of beginning, containing 20.91 acres, more or less.

BEING the same property conveyed to Henry R. Hillenmeyer by deed from Edward T. Rabbitt and wife, Janine G. Rabbitt, recorded in Book 7118, page 585, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

BYLAWS

OF

CHICKERING MEADOWS 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 Properties shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

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

(a) Class A. Class A Members shall be all Owners, except for Developer prior to termination of his Class B membership. If, however, Developer owns one or more Lots upon or after the termination of his Class B membership, then Developer shall become a Class A Member.

(b) Class B. The Class B membership shall be the Developer, his heirs or assigns. The Class B membership shall terminate and cease upon the first to occur of the specific written termination by Developer or December 31, 1989.

Section 3. 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 4. Regular Meetings. The first regular annual meeting (the "First 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 the date on which seven (7) Lots have been sold by the Developer, but in any event not later than December 31, 1989. 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 5. 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 voted 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 6. 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 7. Voting.

(a) Class A. Except for matters concerning special assessments and amendments to this Declaration, Class A Members shall not be entitled to vote until the termination of the Class B membership, at which time Class A Members shall be entitled to one vote for each Lot owned in the Properties. 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.

(b) Class B. Except for special assessments and amendments to this Declaration, the Class B Member (Developer) shall be the only Member entitled to vote in the Association until such time as the Class B membership shall cease.

(c) Special Assessments. On all matters concerning a special assessment relating to the Common Use Facilities, the voting shall, prior to termination of the Class B membership, be as follows:

(i) Class A. The Class A Members shall have one vote for each Lot owned.

(ii) Class B. The Class B Members shall have two votes for each Lot owned.

(d) Amendments. Amendment of the Declaration shall be governed by Article XI of the Declaration, and amendment of these Bylaws shall be governed by Article V hereof.

Section 8. Quorum. A quorum of Owners for any meeting shall be constituted by Owners represented in person or by proxy and holding a majority of the votes entitled to be cast at such meeting.

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 regular annual meetings 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 his 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 Use Facilities;

(e) to provide for the maintenance, repair, and replacement of the Common Use Facilities and other expenses authorized by the Declaration 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 Use Facilities and other expenses authorized by the Declaration;

(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; and

(j) unless otherwise provided herein or in the Declaration, to comply with the instructions 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 a fraction, the numerator of which shall be the number of Lots owned by such Owner and the denominator of which shall be the total number of Lots constituting the Property. 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.

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 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 7 hereof. Such amendments shall be recorded in the Office of the Register of Deeds for Davidson County, Tennessee. No such amendment shall be inconsistent with the provisions of the Declaration without a corresponding amendment to the Declaration in accordance with Article XI of the Declaration, otherwise, the provisions of the Declaration shall control.

[End of Bylaws]