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PREPARED BY: Wilkins & Ivey, Attorneys, 2405 Crestmoor Road, Nashville, TN 37215

DECLARATION OF PROTECTIVE COVENANTS,

CONDITIONS AND RESTRICTIONS

FOR

BOOK 7522 PAGE 108

BRIGHTON CLOSE PHASE I-A

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PLANNED UNIT DEVELOPMENT

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter sometimes referred to as "Declaration") executed this 18th day of April, 1988, by G & W PARTNERS, a Tennessee general partnership composed of George Gianikas and Steve R. Wherry (herein called "Developer");

WITNESSETH:

WHEREAS, Developer is the owner of certain real estate in the County of Davidson, State of Tennessee, which is described in Exhibit "A" attached hereto and made a part hereof, and as shown on the Plan for Brighton Close, Phase I-A, which is Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, Developer desires to provide for the protection and preservation of the values, amenities, desirability and attractiveness of Brighton Close, Phase I-A ; 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 Brighton Close, Phase I-A 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 Brighton Close, Phase I-A, or any portion thereof, certain rights, easements, privileges, obligations, restrictions, covenants, liens, assessments and regulations governing the use and occupancy of Brighton Close, Phase I-A 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 Brighton Close, Phase I-A 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; and

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 the Brighton Close, A Planned Unit Development, 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) "By-Laws" shall mean and refer to the bylaws of the Association attached hereto as Exhibit "C" and made a part hereof, and as may be amended from time to time.

(e) "Common Use Facilities" or "Common Areas" shall mean and refer to all facilities and/or areas within the Properties which are used in common by the owners, including all roads, all parking areas which are not located on a "Lot" as defined herein, recreation facilities, and all areas which are shown as common areas and are not portions of a "Lot" as shown on the referenced Plan of Brighton Close, Phase I-A.

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

(g) "Developer" shall mean and refer to G & W PARTNERS, a Tennessee general partnership composed of George Gianikas and Steve R. Wherry, having its principal place of business in Nashville, Tennessee, its successors in trust and assigns.

(h) "Limited Common Use Facilities" or "Limited Common Areas" are defined as those common elements which are reserved for the use of the owner of a certain Lot to the exclusion of the other Lots. All terraces, patios, balconies, decks, storage spaces, stoops or yard areas which are enclosed by fencing or are otherwise obviously specifically intended for use by a particular Lot, of which serve individual Lots are limited common elements for the exclusive use of the sole co-owner or co-owners whose Lot they serve. All utility pipes, i.e., plumbing inside walls of a building which serve one Lot only, are limited common elements. Party walls (if any) between Lots shall be limited common elements. All heating or air-conditioning units, equipment or components thereof which serve only one Lot but are located outside that Lot shall be limmited common elements exclusviely for that Lot.

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

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

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

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

(m) "Brighton Close" shall mean and refer to that certain residential community known as Brighton Close, Phase I-A of which is being developed on real property now owned by Developer in Davidson County, Tennessee, and described in Exhibit "A" attached hereto.

(n) "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 Brighton Close, excluding, however, those parties having such interest merely as a security interest for the performance of an obligation.

(o) "Plat" shall mean and refer to the Plan of Brighton Close, Phase I-A attached as Exhibit "B" hereto.

(p) "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.

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

ARTICLE II

Submisson of Properties

Submission of the Properties to Declaration and By-Laws. The Developer, as legal title holder in fee of the Properties, hereby submits and subjects the Properties to the provisions of this Declaration and By-Laws. This Declaration shall constitute covenants running with the land and binding upon all parties now owning or thereafter havaing or acquiring any right, title or interest in the Properties 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 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, as will Owners of Lots in subsequent phases, as provided in Article VIII hereof. 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 its Class B membership. If, however, Developer owns one or more Lots upon or after the termination of its Class B membership, then Developer shall become a Class A Member.

(b) Class B. The Class B member shall be Developer, Developer's successors or assigns. The Class B membership shall terminate and cease upon the first to occur of:

i) Four months after 75% of the Lots (including Lots in all phases) in the project have been conveyed from Developer to individual purchasers; or

ii) Five years following conveyance of the first Lot, or

iii) Developer's specific written termination of this class of membership.

Section 3. Class A Voting. Except for matters concerning special assessments, 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, 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 and Amendments. 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.

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 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 in the By-Laws which are Exhibit "C" hereto. The annual and special assessments, together with such interest thereon and costs of collection therefor, 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. Common charges/assessments shall first be assessed against a Lot as considered due from the owner of that Lot from the date Developer transfers title to the Lot to the first purchaser/owner.

Section 2. 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 Property, and for the express purpose of securing the payment of the assessments, other sums and charges described in Article IV of the By-Laws; rendering unnecessary court proceedings for the enforcement of the lien described in Section 1 above, each Owner accepting a deed to a Lot, for their heirs, administrators, successors and assigns, do hereby transfer and convey unto Percy Wilkins, Jr., Trustee, its 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 its 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 its 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 outcry, free from the equity of redemption, statutory right of redemption, homestead, and all other exemptions of every kind which are hereby expressly waived; and the said Trustee or its 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 possesison 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 possesison 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.

With or without cause or reason, the Association as the lawful owner and holder of said lien, acting by its President, 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 its stead and on its 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 1 above shall be subordinate to the lien of a recorded first mortgage or deed of trust encumbering any such Lot. Provided, however, that in the event of foreclosure of such mortgage or first deed of trust, the purchaser at such foreclosure 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

Maintenance of Common Use Facilities and Common Areas

Section One. By Developer. Until the termination of Class "B" membership as herein provided, Developer will be responsible for maintenance of all common areas and facilities and shall bear the costs of such maintenance to the extent that they exceed dues and assessments paid by other owners. This provision shall not require Developer to pay dues and assessments on unsold Lots on an equivalent basis.

Section Two. By Association. Upon termination of Class "B" membership, the responsiblity for maintenance of all common areas and facilities shall accrue to the Association and the costs of such shall be secured from dues and assessments as provided herein.

Section Three. Failure to Maintain. In the event of the failure by the Developer or Association to properly maintain the common areas and facilities, such maintenance may be assumed by public authority pursuant to the provisions of Section 81.51 of the Comprehensive Zoning Ordinance of the Metropolitan Government of Nashville, Davidson County, Tennessee, as hereinafter set forth.

81.51 Common open space. Any common open space established by an adopted final master development plan for a 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 commonn 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.

(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.

Any rights or powers granted in the Code section above shall be subordinate to the rights of a first mortgagee of any condominium unit or planned unit development.

ARTICLE VI

Building and Use

Section One. Board Approval. No owner may make changes to the exterior of the improvements on any Lot without the prior approval of the Board of Directors. Such approval

procedure may be designed by the Board and then delegated to a Board committee as set forth in Article II, Section 8, Subsection "g" of the By-Laws which are attached hereto as Exhibit "C".

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

Section Three. 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 may be kept in reasonable numbers 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 Four. 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 its 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, motor homes and trailors must be stored in enclosed areas, must not be visible from neighboring Lots, streets, roads or open areas, and may not be parked in the parking lot serving the development. No sale of any kind shall be conducted on the premises except to sell the personal effects of a deceased co-owner or tenant or his or her spouse; provided, however, that such permitted sale shall be deducted for no longer than two consecutive days and between the hours of 9 A. M. and 5 P. M.

Section Five. Governmental Restrictions. Each Owner shall observe all governmental building codes, health regulations, zoning restrictions and other regulations applicable to its 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 Six. Leasing of Lot and Improvements. The structure on each Lot shall be used as a single family residence only, except that Developer may use any structure owned by Developer as a model for the purpose of marketing unsold Lots, and may maintain a sales office in that structure or any other structure which is situated on a Lot still owned by Developer. Purchase of Lot and the improvements thereon by an investor for use as rental property is strictly prohibited and shall be a violation of the terms of these Covenants, Conditions and Restrictions. This provision shall not be deemed to prohibit a first mortgagee who takes title to a Lot pursuant to the terms of its security instrument from leasing the improvements thereon until the mortgagee can find a buyer for the Lot and improvements. Leasing may be permitted, in certain cases, and for a limited period of time, with the specific approval of the Board of Directors. For the purpose of demonstrating the reasons behind the provision which would permit leasing with Board approval, the following are examples of situations in which the Board might give such approval:

1) A Lot and improvements which the owner has had on the market for an extended period of time such that, in the Board's opinion, it would create an undue hardship not to allow rental.

2) A Lot and improvements owned by an estate or the devisees or heirs of a deceased owner.

These examples are not intended to limit the Board's discretion and are given only for the purpose of establishing intent. The Board shall have the power to grant consent to leasing for an extended period of time if the owner can demonstrate that the lessee is a child, parent or other close relative of the owner such that the lessee would be much like an owner/occupant. The Board may adopt policies to govern the determination of these issues as the Board deems appropriate.

Section Seven. Rules of Conduct. Rules and regulations concerning the use of the Lots and the common elements may be promulgated and amended by the Board of Directors. Copies of such rules and regulations shall be furnished by the Board of Directors to each co-owner prior to the time when the same shall become effective.

Section Eight. Electricity, Water and Sewer Charges. All utilities, including water and sewer, are to be separately supplied and separately metered to each Lot.

Section Nine. Parking. A Lot owner's automobiles shall be parked within that owner's garage or upon the ramp area/space leading to the garage door, if any such space exists in the particular case. Any automobile which will not be kept in the garage must be kept behind the garage where possible. The intent of this provision is to prevent the visitor parking from being used by Lot owner families with more automobiles than can be kept within their garage. The Board of Directors shall have the discretion to devise a means of enforcing this provision if Lot owners begin to abuse their parking privileges.

ARTICLE VII

Easements

Section One. General. Until termination of the Class B membership, or until completion of construction in all phases of Brighton Close, whichever shall last occur. 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.

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 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 designated to have access to the premises are all public officials, police and fire officers of the Metropolitan Government.

Section Three. Easements Shown on the Plat. The Plat contains certain designated easements for roads, utilities and drainage, and the Recreation Easement Parcel. 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 Brighton Close, Phase I-A 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 or said easements. However, use of the easements and Common Use Facilities shall be subject to and governed by the provisions of this Declaration and the By-Laws, rules and regulations of the Association.

Section Four. No Rights Established for the General Public. The streets of Brighton Close, Phase I-A, as shown on the Plan, are not public thoroughfares and no rights in the general public are intended to be created hereby or by the recording of the Plan. Said streets are private thoroughfares to be maintained, operated and controlled by the Association. Developer and/or the Association reserves the right to control access to all streets. Developer and/or the Association reserves the right to deny entry and access to any persons who are not authorized to use the streets pursuant to this Declaration. In the event that the streets should be subsequently dedicated to public use, changes shall be made as required by governmental authorities. Soliciting within Brighton Close, Phase I-A is expressly prohibited.

Expansion of Development - Additional Property

Section One. Submission of Additional Property. Developer is the owner of certain additional property adjoining Brighton Close, Phase I-A, which property Developer intends to submit to the provisions of this Declaration and By-Laws by recording an amendment to this Declaration, with the plan for each additional phase, as submitted, attached thereto. Developer shall retain such easements for ingress and egress across Brighton Close, Phase I-A, as are reasonable and necessary for Developer to complete construction upon the additional property. Said easements shall not extend through any Phase I-A Lot.

Section Two. Common Elements. It is the intention of Developer that Phase I-A common elements such as, but in no way limited to, the roads, sidewalks and yards serve the additional phases as they are submitted to the terms of this Declaration, and that common elements constructed as a part of the additional phases serve any and all previously submitted phases. Therefore, Developer hereby reserves perpetual easements for the additional phases for use, enjoyment, ingress, egress, water, sewer, drainage and any other utilities over and across the portion of Phase I-A which contains roads, sidewalks, utility pipe lines or cables and across any portion of Phase I-A which contains a structure or facility which was obviously constructed for the use of all Brighton Close owners, such as the pool and cabana (if any) and parking areas adjacent thereto.

Section Three. Easements. The filing of amendments for the additional phases shall act to create easements identical to those created in Section One for the benefit of phases yet to be created, and identical to those created in Section Two for the benefit of Phase I-A and any other phases submitted to the terms of this Declaration prior to the additional phase for which the amendment to this Declaration is then being filed.

ARTICLE IX

Mortgages

Section One. Notice to Board of Directors. A co-owner who mortgages his Lot shall notify the Board of Directors of the name and address of his mortgagee; the Board of Directors shall maintain such information in a book entitled "Mortgages of Apartments."

Section Two. Further Assurance to Mortgagees. As further asurance to mortgagees, the following matters are hereby provided:

1. Unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owed), or Lot owners (other than the sponsor, developer, or builder) have given their prior written approval, the condominium homeowners' association shall not be entitled to:

(a) by act or omission, seek to abandon or terminate the planned unit development project;

(b) change the pro rata interest or obligation of any individual Lot owner for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Lot owner in the common elements;

(c) partition or subdivide any Lot;

(d) by act or omission, to seek to abandon, partition, subdivide, encumber, sell or transfer the common elements (the granting of easements for public utilities or for other public purposes

consistent with the intended use of the common elements by the planned unit development project shall not be deemed a transfer within the meaning of this clause);

(e) use hazard insurance proceeds for losses to any insured property (whether to improvements on Lots or to common elements) for other than the repair, replacement or reconstruction of such condominium property;

(f) amend any provision in the Covenants, Conditions and Restrictions and By-Laws which exists for the express benefit of firt mortgage holders.

2. All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual Lots and not to the project as a whole.

3. No provision of these Covenants, Conditions and Restrictions is intended to give a Lot owner, or any other party, including the Homeowners' Association, priority over any rights of the first mortgagee of the Lot pursuant to its mortgage in the case of a distribution to such owner of insurance proceeds or condemnation awards for losses to or a taking of Lots and/or common elements, or in the case of liens for unpaid assessments.

4. Association dues or charges shall include an adequant reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments.

5. A working capital fund shall be established for the purpose of meeting unforseen expenditures or to acquire additional equipment or services deemed necessary or desirable. Such fund shall be acquired by the collection of an amount equal to two regular monthly assessments at the time of the closing of the initial sale of each Lot. The amounts so paid shall not be treated as prepayments of regular assessments.

6. A first mortgagee, upon request, will be entitled to written notification from the Homeowners' Association of any default in the performance by the individual Lot owner/Borrower of any obligation under the constituent documents which is not cured within sixty (60) days.

7. Any first mortgagee who acquires title to a Lot and the improvements thereof pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such unpaid dues or charges which accrued prior to the acquisition of title to such Lot by the mortgagee; provided, however, that any such delinquent assessments which were extinguished pursuant to this provision may be reallocated and assessed to all of the Lots as a common expense; and provided further that any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Lot from liability for, nor the Lot from the lien of, any assessments made thereafter.

Section Three. Examination of Books. Each co-owner and each mortgagee of a Lot shall be permitted to examine the books of account of the Homeowners' Association at reasonable times, on business days, but not more often than once a month, and to receive on request, at reasonable cost, current copies of the Covenants, Conditions and Restrictions, By-Laws and other rules concerning the property.

ARTICLE X

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

Properties 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, its 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.

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 its 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 Properties or any other party interested in the Properties expressly agrees that there shall be 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.

ARTICLE X

Amendment

The covenants and restrictions of this Declaration may be amended by the Developer, without joinder of any Lot Owner, at any time prior to the termination of Class B membership; thereafter, by agreement signed by the Owners of at least two-thirds (2/3) of the Lots. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. 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 executed this Declaration of Protective Covenants and Restrictions this 18th day of April, 1988.

G & W PARTNERS

George Gianikas

Steve R. Wherry

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named George Gianikas and Steve R. Wherry, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged themselves to be the partners of G & W Partners, the within named bargainor, a partnership, and that they as such partners, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by themselves as partners. Witness my hand and official seal at Nashville, Tennessee, this 18th day of April, 1988.

Notary Public

My commission expires:

October 9, 1991

LAND in Davidson County, Tennessee, being more particularly described as follows:

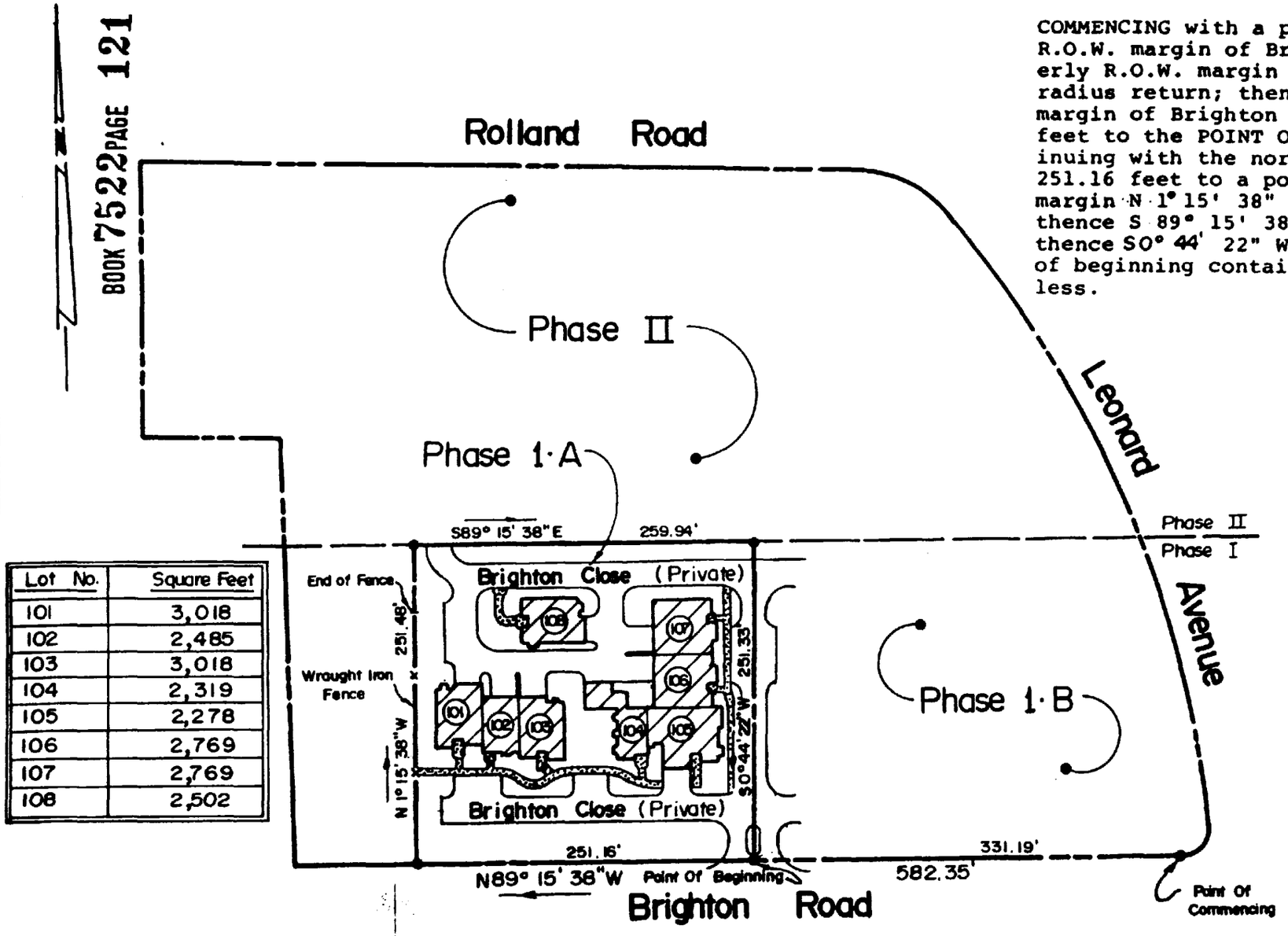
COMMENCING with a point on the northern R.O.W. margin of Brighton Road and the westerly R.O.W. margin of Leonard Avenue at the radius return; thence with the north R.O.W. margin of Brighton Road N 89° 15' 38" W 331.19 feet to the POINT OF BEGINNING; thence continuing with the north margin N 89° 15' 38" W 251.16 feet to a point; thence leaving said margin N 1° 15' 38" W 251.48 feet to a point; thence S 89° 15' 38" E 259.94 feet to a point; thence S 0° 44' 22" W 251.33 feet to the point of beginning containing 1.47 acres, more or less.

BEING part of the same property conveyed to G & W Partners, a Tennessee general partnership composed of George Gianikas and Steve R. Wherry, by deed from Marshall I. Karr, Trustee, of record in Book 7143, Page 527, said Register's Office.

BOOK 7522 PAGE 121

DESCRIPTION

COMMENCING with a point on the northern R.O.W. margin of Brighton Road & the westerly R.O.W. margin of Leonard Avenue at the radius return; thence with the north R.O.W. margin of Brighton Road N 89°15' 38" W 331.19 feet to the POINT OF BEGINNING; thence continuing with the north margin N 89° 15' 38" W 251.16 feet to a point; thence leaving said margin N 1° 15' 38" W 251.48 feet to a point; thence S 89° 15' 38" E 259.94 feet to a point; thence S0° 44' 22" W 251.33 feet to the point of beginning containing 1.47 acres, more or less.



Lot No.	Square Feet
101	3,018
102	2,485
103	3,018
104	2,319
105	2,278
106	2,769
107	2,769
108	2,502

NOTES:

1. Address (Sample)
   Mr. & Mrs. Jerry Smith
   101 Brighton Close
   Nashville, TN 37205
2. Brighton Close is a private street.
3. Developer will furnish and put up the street marker.

NOTE:

(101) Indicates address and parcel number of lot.

Exhibit "B"

ENGINEERS, INC.
P.O. Box 17421
Nashville, Tn. 37217

Phase 1·A BRIGHTON CLOSE

Nashville, Davidson Co, Tennessee

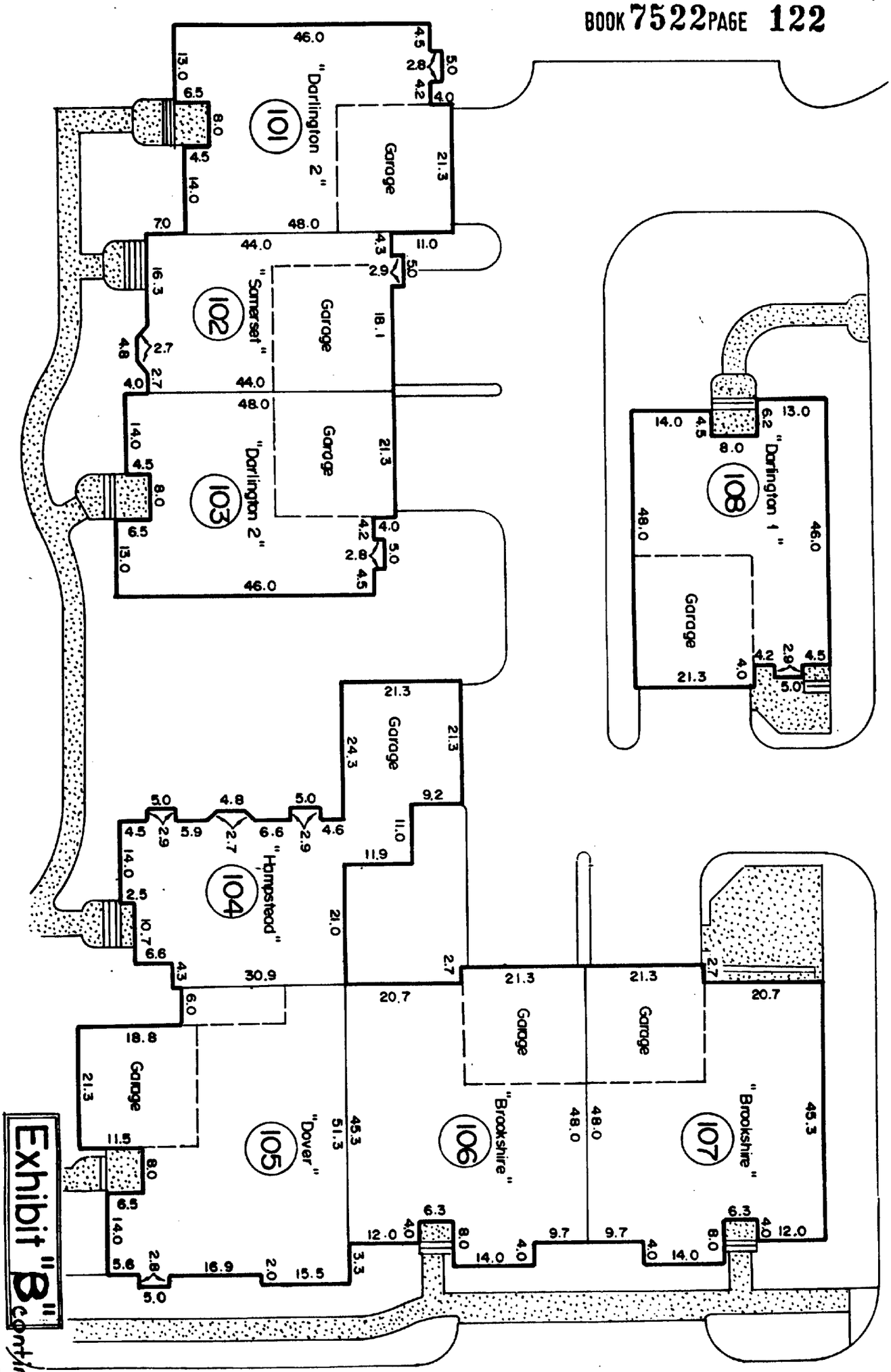


Exhibit "B" continued

Phase 1-A

BRIGHTON CLOSE

Nashville, Davidson Co. Tennessee

a a ENGINEERS, INC.
P.O. Box 17421
Nashville, Tn. 37217

EXHIBIT "C"

BYLAWS

OF

BRIGHTON CLOSE, A PLANNED UNIT DEVELOPMENT,

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. 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 successors or assigns. The Class B membership shall terminate and cease according to the terms set forth in the Declaration.

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 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 twenty (20) 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 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 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 a 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, 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, 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 and Amendments. 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 Member shall have two votes for each Lot owned.

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 three (3) members (herein referred to as "Directors" or "members of the Board"). Two (2) Directors shall be elected at each regular annual meeting of Association members by the vote of Owners. The Developer shall appoint the three (3) interim members of the Board (the "Interium Board") until the First Meeting. The First Meeting shall, among other business, elect the first three (3) members of the Board (the "First Board") and establish the original term so that the vacancies shall occur such that successors are elected at each annual meeting thereafter. 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.

Section 2. Qualification. Except for members of the Interim Board, 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.

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 upon 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. Two (2) 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 a specific duty to purchase casualty and liability insurance as set forth in Article IV, Section I.

(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 Declaration and payments therefor, and to approve payment vouchers or to delegate such approval to the officers, as well as to grant permits, licenses and easements over the common areas for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the development;

(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 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. Fidelity Bonds. The Board of Directors shall obtain adequate fidelity bonds for all officers and employees of the Association who are handling or responsible for Association funds. The premiums on such bonds shall constitute a common expense.

Section 10. 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 Office or impose such limitations or restrictions upon the powers of any Officer as the Board may see fit.

Section 3. Term of Officers. 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 two-thirds (2/3) 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
Operation of the Property

Section 1. Determination of Common Expenses and Fixing of Common Charges. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Development, determine the amount of the common charges payable by the co-owners to meet the expenses of administration and of maintenance and repair of the general common elements and, in the proper case, of the limited common elements of the property and any other expenses lawfully agreed upon; and the Board of Directors shall allocate and assess such common charges among the co-owners according to the relationship of the square footage of the floor area of the improvements constructed upon their Lot to the total square feet of floor area of the improvements as constructed upon all Lots within the Development as a general rule but the Board of Directors is not bound to make such allocation with respect to charges that would be unfairly allocated on such basis. The Board may determine different allocations. The allocations shall be applied uniformly to all Owners of like situations. As additional phases are submitted to the provisions of the Declaration and these By-Laws, as provided in Article VIII of the Declaration, and additional memebers added to the Association, the Board shall

also administer the common elements of such additional phases and all unit Owners of all phases so submitted shall contribute the common expenses which shall become expenses of administration and of maintenance and repair of the common elements of all such phases (including Phase I-A). The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to the provisions of Section 2 of this Article IV and the fees and disbursements of the Insurance Trustee. The common expenses may also include such amounts as the Board of Directors may deem proper for the operation and maintenance of the property, including, without limitation, an amount for working capital of the Development, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. The common charges may also include such amounts as may be required for the purchase or lease by the Board of Directors of its designee, corporate or otherwise, on behalf of all Co-owners, of any Lot, and the improvements thereon, whose Owner has elected to sell or lease such Lot or of any Lot which is to be sold at a foreclosure or other judicial sale, as well as the assessed cost to the Board of Directors with regard to any utilities (including, but not limited to, gas, electricity, water, sewers and the like), or other services serving the property which are not separately charged or metered on the property. The Board of Directors shall advise all Co-owners, promptly in writing, of the amount of common charges payable by each of them, respectively, as determined by the Board of Directors, as aforesaid, and shall furnish copies of each budget on which such common charges are based, to all Co-owners and their mortgagees.

Section 2. Special Assessments. In addition to the other common charges authorized herein, if either fifty-one (51%) percent of the Lot Owners with the concurrence of the Board of Directors or eight (80%) percent or more without Board approval decide upon and vote for the construction of additional recreational and other common facilities, or the alteration, remodeling, demolition or removal of existing recreational and other common facilities from time to time, then the cost of such construction, etc., shall be financed by increasing the common charges paid by all Co-owners upon the same basis as other common charges are paid and such increased common charges shall be paid monthly over a term of years if satisfactory financing can be obtained.

Section 3. Insurance. The Board of Directors shall be required to obtain and maintain, to the extent obtainable, the following insurance: (1) a master policy which insures all buildings and improvements located upon the individual lots (including bathroom and kitchen fixtures, bathroom vanities and kitchen and bathroom cabinet work, parquet, hardwood, cermic tile or vinyl flooring (as applicable) initially installed therein per original plans and specification, in addition to all foundations, columns, girders, beams, supports, roofs, block, brick, siding, windows, doors, insulation, wiring, plumbing and electrical lines and all other componants which comprise the improvements on the Lot, but not necessarily including furniture, furnishings or ther property supplied or installed by subsequent Owners) as well as any improvements located within common or limited common areas, which policy shall include replacement cost fire insurance with extended coverage, vandalism and malicious mischief endorsements and covering the interests of the individual Lot Owners, the Board of Directors and Association and their mortgagees, as their interest may appear, in an amount equal to full replacement value of the buildings, without deduction for depreciation; each of such policies shall contain a Tennessee standard mortgagee clause in favor of each mortgagee of a Lot which will provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject however, to the loss payment provisions in favor of the Board of Directors and the Insurance Trustee hereinafter set forth; such insurance policies shall contain a standard deductible clause of not less than $100 or more than $1,000 for each occurrence; (2) rent insurance covering the rents of the Lots or other areas owned by the Association and which are rented, if any; (3) Workmen's Compensation insurance, if applicable; (4) boiler and machinery insurance as the Board of Directors may determine, including fidelity bonds (see Section 9 of Article II). All such policies shall provide that adjustments of loss shall be made by the Board of Directors, and that the net proceeds thereof, if $20,000 or less, shall be payable to

the Board of Directors and if more than $20,000 the net proceeds shall be payable to the Insurance Trustee. It is clearly understood, however, that the Insurance Trustee is an escrow agent only and will make disbursements as directed by the Board of Directors. All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including all mortgagees of units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of units at least ten (10) days prior to expiration of the then current policies. The Board of Directors shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Directors may from time to time determine, but in no event less than the amount required by the FNMA Lending Guide, Chapter Three, Part 5, Insurance Requirements, covering each member of the Board of Directors, the managing agent, the manager, and each Lot Owner. Such public liability coverage shall also cover cross liability claims of one insured against another.

Lot Owners shall obtain insurance at their own expense upon their personal property and all improvements made subsequent to transfer of the Lot and improvements to that Owner from the builder; provided, however, that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any individual Lot Owner.

Section 4. Repair or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of any building as a result of fire or other casualty (unless more than 2/3rds of all buildings require reconstruction), the Board of Directors shall, as it in its sole and absolute discretion determines and with intervention of any Co-owner, arrange for the prompt repair and restoration of the Building or Buildings and the Board of Directors or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Directors may assess all the Co-owners directly affected by the damage for such deficit as part of the common charges.

If two-thirds or more of all buildings are destroyed, reconstruction of those buildings shall not be compulsory and, unless otherwise unanimously agreed upon by the Co-owners, the property shall be sold; in which event the net proceeds of sale, together with the net proceeds of insurance policies shall be divided by the Board of Directors or the Insurance Trustee, as the case may be, among all the Co-owners in proportion to their respective common interest, after just paying out of the share of each Co-owner the amount of any unpaid liens on his Lot, in the order or priority of such liens. If there shall have been a repair or restoration pursuant to the first paragraph of Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds shall be divided by the Board of Directors or the Insurance Trustee, as the case may be, among the Co-owners in the same manner.

The Insurance Trustee shall be a bank or trust company located in Nashville, Tennessee and shall be appointed by the Board of Directors. The Board of Directors shall pay the fees and disbursements of the Insurance Trustee and such fees and disbursements shall constitute a common expense of the condominium.

Section 5. Payment of Common Charges. All Lot Owners shall be personally obligated to pay the common charges assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article IV at such time or times as the Board of Directors shall determine. The Developer is exempt from payment of common charges as long as Developer continues

to manage the property. Common charges shall first be assessed against a Lot and considered due from that Lot's Owner from the date Developer transfers title to the Lot to the first purchaser/owner. No Lot Owner shall be liable for the payment of any part of the common charges assessed against his Lot subsequent to a sale, transfer of other conveyance by him of such Lot. A purchaser of a Lot shall not be personally liable for the payment of common charges assessed against that Lot prior to the acquisition by him of the Lot unless such liability was assumed as part of the purchase; provided, however, that the lien imposed herein for unpaid charges and assessments shall continue to be valid against the Lot.

Section 6. Collection of Assessments. The Board of Directors shall assess common charges against the Lot Owners from time to time and at least annually and shall take prompt action to collect any common charge due from any Lot Owner which remains unpaid for more than thirty (30) days from the due date.

Section 7. Default in Payment of Common Charges. In the event of default by any Lot Owner in paying to the Board of Directors the common charges as determined by the Board of Directors, such Lot Owner shall be obligated to pay interest at the maximum legal rate on such common charges from the due date thereof, together with all expenses, including attorney's fees, incurred by the Board of Directors in any proceeding brought to collect such unpaid common charges. The Board of Directors shall have the right an duty to attempt to recover such common charges, together with interest thereon, and the expenses of the proceeding, including attorney's fees, in an action to recover the same brought against such Lot Owner, or by foreclosure of the lien on such Lot as created in ARticle IV of the Covenants, Conditions and Restrictions.

Section 8. Foreclosure of Liens for Unpaid Common Charges. In any action brought by the Board of Directors to foreclose a lien on a Lot because of unpaid common charges, the Board of Directors, acting on behalf of the Association, shall have the power to purchase such Lot at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

Section 9. Statement of Common Charges. The Board of Directors shall promptly provide any Lot Owner so requesting the same in writing, with a written statement of all unpaid common charges due from such Lot Owner.

Section 10. Abatement and Enjoinment of Violations by Co-Owners. The violation of any rule or regulation adopted by the Board of Directors, or the breach of any By-Laws contained herein, or the breach of any provision of the Master Deed shall give the Board of Directors the right, in addition to any other rights set forth in these By-Laws:

(a) to enter the unit in which, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Co-owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or

(b) to levy a fine for such violation or breach which shall, if unpaid for more than thirty (30) day's notice to the Lot Owner that the fine has been levied, become a lien against the Lot which may be foreclosed pursuant to the procedure outlined for foreclosing a lien for unpaid assessments; or

(c) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach and to recover all costs of such enforecement, including reasonable attorney's fees.

Any fine as set forth in subsection (b) above must be approved by a vote of a majority of Lot Owners, must be reasonable and must be established, with notice to all Lot Owners of its existance for a period of thirty (30) days before such a fine may be levied.

ARTICLE V
Amendments

These Bylaws may be amended or modified from time to time by action or approval of the vote of the owners of two-thirds of the lots. Such amendments shall be recorded in the Office of the Register of Deeds for Davidson County, Tennessee.

23143

IDENTIFICATION REFERENCE

APR 20 2 47 PM '88

FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN