Continued from Book 7939

INCLUDED IN THE ABOVE DESCRIPTION ARE THREE TRACTS KNOWN AS COMMON/SPACE WHICH ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS;

TRACT 1: TO FIND THE Beginning, START AT AN IRON PIN LOCATED ON THE SOUTH MARGIN OF NESBITT LANE, SAID PIN BEING 807 FEET MORE OR LESS EAST OF THE EAST END OF THE RADIUS RETURN FROM THE EAST MARGIN OF HERITAGE DRIVE, THENCE LEAVING SAID MARGIN OF NESBITT LANE AND ALONG THE WESTERLY LINE OF METROGENERAL S04-30-30E A DISTANCE OF 5.01 FEET TO AN IRON PIN, THE POINT OF Beginning, THENCE

1) CONTINUING ALONG THE LINE OF METROGENERAL S04-30-30E A DISTANCE OF 543.90 FEET TO AN IRON PIN, THENCE

2) CONTINUING ALONG THE LINE OF METROGENERAL S45-59-19E A DISTANCE OF 10.00 FEET TO AN IRON PIN, THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND THE NORTHEAST CORNER OF LOT 1 OF HERITAGE GLEN SUBDIVISION, THENCE

3) ALONG THE LINE OF LOT 1 S71-33-00E A DISTANCE OF 80.16 FEET TO AN IRON PIN ON THE EAST MARGIN OF HERITAGE GLEN DRIVE, THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND THE NORTHWEST CORNER OF LOT 1, THENCE

4) ALONG SAID MARGIN WITH A CURVE TO THE RIGHT (HAVING A CENTRAL ANGLE OF 17 DEGREES 47 MINUTES 00 SECONDS AND A RADIUS OF 266.72 FEET) AN ARC DISTANCE OF 82.78 FEET TO AN IRON PIN, THENCE

5) CONTINUING ALONG SAID MARGIN N00-40-00W A DISTANCE OF 472.93 FEET TO AN IRON PIN, THENCE

6) CONTINUING ALONG SAID MARGIN WITH A CURVE TO THE RIGHT (HAVING A CENTRAL ANGLE OF 90 DEGREES 28 MINUTES 00 SECONDS AND A RADIUS OF 20.00 FEET) AN ARC DISTANCE OF 31.58 FEET TO AN IRON PIN IN THE SOUTH MARGIN OF NESBITT LANE, THENCE

7) CONTINUING ALONG THE SOUTH MARGIN OF NESBITT LANE N89-48-00E A DISTANCE OF 25.36 FEET TO AN IRON PIN, THE POINT OF BEGINNING, CONTAINING 0.826 ACRES MORE OR LESS.

TRACT 2: TO FIND THE Beginning, START AT AN IRON PIN LOCATED ON THE SOUTH MARGIN OF NESBITT LANE, SAID PIN BEING 807 FEET MORE OR LESS EAST OF THE EAST END OF THE RADIUS RETURN FROM THE EAST MARGIN OF HERITAGE DRIVE, THENCE LEAVING SAID MARGIN OF NESBITT LANE AND ALONG THE WESTERLY LINE OF METROGENERAL S04-30-30E A DISTANCE OF 548.91 FEET TO AN IRON PIN, THENCE CONTINUING ALONG THE LINE OF METROGENERAL S45-59-19E A DISTANCE OF 454.30 FEET TO AN IRON PIN, THE Beginning, SAID PIN BEING A CORNER OF THE HEREIN DESCRIBED TRACT AND THE EASTERNMOST CORNER OF LOT 7 HERITAGE GLEN SUBDIVISION, THENCE

1) CONTINUING ALONG THE LINE OF METROGENERAL S45-59-19E A DISTANCE OF 5.00 FEET TO AN IRON PIN, THENCE

2) CONTINUING ALONG THE LINE OF METROGENERAL S89-57-00E A DISTANCE OF 277.23 FEET TO AN IRON PIN IN THE WESTERLY BOUNDARY OF OZBURN-HESSEY STORAGE COMPANY AND THE SOUTHEAST CORNER OF SAID METROGENERAL, THENCE

3) ALONG THE LINE OF OZBURN-HESSEY STORAGE COMPANY S-00-56-00E A DISTANCE OF 70.00 FEET TO AN IRON PIN THE SOUTHEAST CORNER OF THE PROPERTY HEREIN DESCRIBED, THENCE

4) CONTINUING ALONG THE LINE OF OZBURN-HESSEY STORAGE COMPANY AND PASSING THROUGH SAID OZBURN-HESSEY'S CORNER WITH JAMES B. STACEY N89-57-00W IN ALL A DISTANCE OF 692.18 FEET TO AN IRON PIN, SAID PIN BEING THE SOUTHEAST CORNER OF LOT 11 OF HERITAGE GLEN SUBDIVISION, AND BEING THE SOUTHWEST CORNER OF LOT 10 OF HERITAGE GLEN SUBDIVISION, THENCE

5) CONTINUING ALONG THE SOUTH LINE OF LOT 10 N59-06-29E A DISTANCE OF 117.08 FEET TO AN IRON PIN, SAID PIN BEING THE SOUTHEAST CORNER OF LOT 10 OF HERITAGE GLEN SUBDIVISION, AND BEING THE SOUTHERNMOST CORNER OF LOT 9 OF HERITAGE GLEN SUBDIVISION, AND BEING THE SOUTHWEST CORNER OF LOT 8 OF HERITAGE GLEN SUBDIVISION, THENCE

6) CONTINUING ALONG THE SOUTH LINE OF LOT 8 S61-56-22E A DISTANCE OF 61.12 FEET TO AN IRON PIN, SAID PIN BEING THE SOUTHEAST CORNER OF LOT 8 OF HERITAGE GLEN SUBDIVISION, THENCE

7) ALONG THE EAST LINE OF LOT 8 N39-02-40E A DISTANCE OF 80.00 FEET TO AN IRON PIN ON THE WEST MARGIN OF HERITAGE GLEN DRIVE, THE NORTHEAST CORNER OF LOT 8, THENCE

8) ALONG SAID MARGIN WITH A CURVE TO THE RIGHT (HAVING A CENTRAL ANGLE OF 39 DEGREES 04 MINUTES 51 SECONDS AND A RADIUS OF 40.00 FEET) AN ARC DISTANCE OF 27.28 FEET TO AN IRON PIN, THENCE

9) CONTINUING ALONG SAID MARGIN WITH A CURVE TO THE LEFT (HAVING A CENTRAL ANGLE OF 157 DEGREES 31 MINUTES 53 SECONDS AND A RADIUS OF 40.00 FEET) AN ARC DISTANCE OF 109.98 FEET TO AN IRON PIN, THE SOUTHWEST CORNER OF LOT 7, THENCE

10) ALONG THE SOUTH LINE OF LOT 7 S77-51-27E A DISTANCE OF 96.59 FEET TO AN IRON PIN, THE SOUTHEAST CORNER OF LOT 7, THENCE

11) CONTINUING ALONG THE EAST LINE OF LOT 7 N31-19-12E A DISTANCE OF 62.55 FEET TO AN IRON PIN THE Beginning, CONTAINING 0.808 ACRES MORE OR LESS.

TRACT 3: TO FIND THE Beginning, START AT AN IRON PIN LOCATED ON THE SOUTH MARGIN OF NESBITT LANE, SAID PIN BEING 807 FEET MORE OR LESS EAST OF THE EAST END OF THE RADIUS THENCE LEAVING SAID MARGIN OF NESBITT LANE AND ALONG THE WESTERLY LINE OF METROGENERAL S04-30-30E A DISTANCE OF 5.01 FEET TO AN IRON PIN, THENCE ALONG THE NEW SOUTH MARGIN OF NESBITT LANE S89-48-00W A DISTANCE OF 175.23 FEET TO AN IRON PIN, THE BEGINNING OF A CURVE TO THE LEFT, THENCE ALONG SAID CURVE TO THE LEFT (HAVING A CENTRAL ANGLE OF 89 DEGREES 45 MINUTES 00 SECONDS AND A RADIUS OF 20.00 FEET) AN ARC DISTANCE OF 31.33 FEET TO AN IRON PIN IN THE EAST LINE OF HERITAGE SQUARE SUBDIVISION, THENCE ALONG SAID EAST LINE S00-03-00W A DISTANCE OF 489.44 FEET TO AN IRON PIN, THE POINT OF Beginning, SAID PIN BEING ON THE NORTH MARGIN OF A 50 FOOT GAS EASEMENT, AND BEING THE SOUTHWEST CORNER OF LOT 17 OF HERITAGE GLEN SUBDIVISION, AND BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, THENCE

1) ALONG THE NORTH MARGIN OF SAID GAS EASEMENT N87-20-30E A DISTANCE OF 103.45 FEET TO AN IRON PIN ON THE WEST MARGIN OF HERITAGE GLEN DRIVE, THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND THE SOUTHEAST CORNER OF LOT 17, THENCE

2) ALONG SAID MARGIN OF HERITAGE GLEN DRIVE WITH A CURVE TO THE RIGHT (HAVING A CENTRAL ANGLE OF 08 DEGREES 25 MINUTES 44 SECONDS AND A RADIUS OF 306.72 FEET) AN ARC DISTANCE OF 45.12 FEET TO AN IRON PIN, THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, THE NORTHEAST CORNER OF LOT 16, THENCE

3) ALONG THE LINE OF LOT 16 S87-20-30W A DISTANCE OF 108.28 FEET TO AN IRON PIN IN THE EAST LINE OF HERITAGE SQUARE SUBDIVISION, THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND THE NORTHWEST CORNER OF LOT 16, THENCE

4) ALONG HERITAGE SQUARE N00-03-00W A DISTANCE OF 45.05 FEET TO AN IRON PIN, THE Beginning, CONTAINING 0.108 ACRES MORE OR LESS.

COMMON OPEN SPACE. Any common open space established by an adopted final master development plan for planned unit development shall be subject to the following:

a.) The metropolitan planning commission and the metropolitan county council may require that the landowner provide for and establish an organization for the ownership and maintenance of any common open space, and such organization shall not be dissolved not 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 confirm to the adopted final master development plan.

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

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.

Regard by Carson W. Beck, V.P. Operations

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

BOOK 7939 PAGE 978

THIS DECLARATION, made on the date hereinafter set forth by _____ RCM Development, Inc. _____, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in _____ Nashville _____, County of Davidson, State of Tennessee, which is more particularly described as:

(Insert legal description)

See Exhibit 1 attached hereto and incorporated herein by this reference.

IDENTIFICATION REFERENCE
6 6 8 5 8

SEP 18 10 44 AM '80
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN
RUSH

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Heritage Glen Homeowners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

552509/18 0101 03CHECK 78-00

FHA Form 1401
VA Form 26-8201
Rev. October 1973

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

See Exhibit 2 attached hereto and incorporated herein by this reference.

See Exhibit 3 attached hereto and incorporated herein by this reference.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to RCM Development, Inc. _____, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on January 1, 1989.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Twenty dollars ($120.00 per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in

lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during

the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 12th day of July, 1989.

RCM Development, Inc.
Declarant

By: Robert B. Beck
President

(Add appropriate acknowledgment)

STATE OF Tennessee)
COUNTY OF Davidson)

Personally appeared before me, Jeff Shoulders, a Notary Public in and for the State and County aforesaid, Robert B. Beck, with whom I am personally acquainted, and who upon oath, acknowledged that he is the President of RCM Development, Inc., the within named bargainor, a corporation, and that he as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as such President.

Witness my hand and official seal at Nashville, Tennesee, this 12th day of July, 1989.

Jeff Shoulders
Notary Public

My Commission Expires: 9-11-1990

Rev. October 1973

ARTICLES OF INCORPORATION

OF

HERITAGE GLEN HOMEOWNERS

ASSOCIATION, INC.

In compliance with the requirements of T.C.A. 48-12-102 et. seq. (reference to statute under which incorporation is sought), the undersigned, all of whom are residents of Heritage Glen Homeowners Association, Inc. and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is Heritage Glen Homeowners Association, Inc., hereafter called the "Association".

ARTICLE II

The principal office of the Association is located at 1063 East Trinity Lane, Nashville, Tennessee 37216.

ARTICLE III

B. Anthony Saunders, Denney, Lackey & Chernau, whose address is P. O. Box 3429, Nashville, Tennessee 37219-0429, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of Davidson County Register of Deeds and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Tennessee by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on January 1, 1989.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of nine (9) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

NAME	ADDRESS
Robert B. Beck	3500 Brick Church Pike, Nashville
Martha Lu Beck	3500 Brick Church Pike, Nashville
Robert Beck, Jr.	3500 Brick Church Pike, Nashville
Judy B. Oaks	508 Amquiwood Ct., Madison
Jeff Shoulders	3224 Crislyndale Lane, Nashville
Rob Gentry	Star Blvd., Madison, TN
Rody Zimmerman	540 Amquiwood Ct., Madison
Debra Crouch	540 Amquiwood Ct., Madison
Carson W. Beck	309 Heritage Court, Madison

At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

AMENDMENTS

Amendment of these Articles shall require the assent of 75 percent (75%) of the entire membership.

ARTICLE XI

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Tennessee, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 12th day of July, 1989.

(Add appropriate acknowledgment)

STATE OF TENNESEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Sellers and Buyers the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained. Witness my hand and official seal at Nashville, Tennesee, this 12th day of July, 19 89.

Commission Expires 9-11-1990

Notary Public

Rev. October 1973

BY-LAWS

OF

BOOK 7939 PAGE 990

HERITAGE GLEN HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is Heritage Glen Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 1063 E. Trinity Lane, Nashville, Tennessee 37216 but meetings of members and directors may be held at such places within the State of Tennessee, County of Davidson, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Heritage Glen Homeowners Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to RCM Development, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of Davidson County, Tennessee.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 6:00 p.m. o'clock, P. M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (¼) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (¼) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 6 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall not have a seal in circular form having within its circumference the words: No corporate seal

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the Heritage Glen Homeowners Association, Inc. have hereunto set our hands this 10th day of July, 1989.

(Add appropriate acknowledgment)

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Heritage Glen Association, a Tennessee (State) corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 10th day of July, 1989.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 12th day of July, 1989.

Secretary

Cont on Book 7940

PROPERTY DESCRIPTION

BEING A PARCEL OF LAND IN DAVIDSON COUNTY, TENNESSEE, LOCATED ON THE SOUTH SIDE OF NESBITT LANE WEST OF GALLATIN PIKE AND BEING PARCEL 8 ON COUNTY PROPERTY MAP 42-08, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: Beginning AT AN IRON PIN LOCATED ON THE SOUTH MARGIN OF NESBITT LANE, SAID PIN BEING 807 FEET MORE OR LESS EAST OF THE EAST END OF THE RADIUS RETURN FROM THE EAST MARGIN OF HERITAGE DRIVE, AND BEING THE NORTHEAST CORNER OF THE PROPERTY HEREIN DESCRIBED, THENCE

1) LEAVING SAID MARGIN AND WITH THE LINE COMMON TO METRO GENERAL COMMUNICATIONS, INC., S04-30-30W A DISTANCE OF 548.91 FEET TO AN IRON PIN, THENCE

2) CONTINUING ALONG THE LINE OF METROGENERAL S45-59-19E A DISTANCE OF 459.30 FEET TO AN IRON PIN, THENCE

3) CONTINUING ALONG THE LINE OF METROGENERAL S89-57-00E A DISTANCE OF 277.23 FEET TO AN IRON PIN IN THE WESTERLY BOUNDARY OF OZBURN-HESSEY STORAGE COMPANY AND THE SOUTHEAST CORNER OF SAID METROGENERAL, THENCE

4) ALONG THE LINE OF OZBURN-HESSEY STORAGE COMPANY S00-56-00E A DISTANCE OF 70.00 FEET TO AN IRON PIN THE SOUTHEAST CORNER OF THE PROPERTY HEREIN DESCRIBED, THENCE

5) CONTINUING ALONG THE LINE OF OZBURN-HESSEY STORAGE COMPANY AND PASSING THROUGH SAID OZBURN-HESSEY'S CORNER WITH JAMES B. STACEY N89-57-00W IN ALL A DISTANCE OF 834.80 FEET TO AN IRON PIN, A POINT IN STACEY'S NORTHERLY BOUNDARY, THE SOUTHEAST CORNER OF HERITAGE SQUARE SUBDIVISION, AND THE SOUTHWEST CORNER OF THE PROPERTY HEREIN DESCRIBED, THENCE

6) LEAVING THE LINE OF STACEY AND ALONG THE EASTERLY LINE OF HERITAGE SQUARE SUBDIVISION (PHASE FOUR) N00-03-00E A DISTANCE OF 915.29 FEET TO AN IRON PIN, SAID PIN BEING THE BEGINNING OF A CURVE TO THE RIGHT, THENCE

7) ALONG SAID CURVE TO THE RIGHT (HAVING A CENTRAL ANGLE OF 89 DEGREES 45 MINUTES 00 SECONDS AND A RADIUS OF 20.00 FEET) AN ARC DISTANCE OF 31.33 FEET TO AN IRON PIN IN THE SOUTH MARGIN OF NESBITT LANE, THENCE

8) ALONG THE SOUTH MARGIN OF SAID NESBITT LANE N89-48-00E A DISTANCE OF 162.23 FEET TO THE POINT OF Beginning, CONTAINING, 6.76 ACRES MORE OR LESS, AND BEING THE SAME PROPERTY CONVEYED TO R.C.M. DEVELOPMENT, INC. A TENNESSEE CORPORATION FROM YOUNG EQUITIES, INC. AS OF RECORD IN DEED BOOK 7811, PAGE 124, R.O.D.C.