This instrument prepared by Dewey Pedigo, Jr., Atty., 301 Stahlman Bldg., Nashville, TN 37201

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

BRADFORD HILLS, SECTION ONE

A

RESIDENTIAL PLANNED UNIT DEVELOPMENT

THIS DECLARATION, made on the date hereinafter set forth by **GILLESPIE MEADOWS, INC., A TENNESSEE CORPORATION**, 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:

> Land in Davidson County, Tennessee, being Section One of Bradford Hills, a Residential P.U.D. of record in Book 7900, pages 110 - 112, Register's Office for Davidson County, Tennessee, described as follows:
>
> Starting at a point on the Westerly margin of Nolensville Road, said point being the most Northeasterly corner of Lot One on the plan of a resubdivision of Country Acres, as of record in Book 5210, Page 134, Register's Office Davidson County, Tennessee; thence with the Northerly line of said Lot One, South 87 degrees 48 minutes 30 seconds West, a distance of 200.02 feet to the POINT OF BEGINNING; thence continuing S 87 degrees 48 minutes 30" West a distance of 545.23 feet to a point; thence with the common line of the herein-described tract and the Surrey East states property as of record in Book 5869, page 940, Register's Office Davidson County, Tennesse, North 89 degrees 01 minutes 27seconds West, a distance of 303.80 feet to a point; thence continuing South 05 degrees 41 minutes 57 seconds West a distance of 572.91 feet to a point; thence leaving the East Easterly line of said Surrey East states property and severing said Gillespie property the following

calls:
North 60 degrees 03 minutes 18 seconds West a distance of 134.95 feet to a point; thence
North 35 degrees 50 minutes 45 seconds West a distance of 452.00 feet to a point; thence
South 54 degrees 09 minutes 15 seconds West a distance of 115.00 feet to a point; thence
South 35 degrees 50 minutes 45 seconds East a distance of 32.03 feet to a point; thence
South 54 degrees 09 minutes 15 seconds West a distance of 126.00 feet to a point; thence
North 32degrees 58 minutes 24 seconds West a distance of 161.30 feet to a point; thence with a curve to the right having a radius of 1363.64 feet, a delta of 00 degrees 06 minutes 11 seconds, a chord bearing of North 57 degrees 04 minutes 41 seconds East, an arc distance of 2.45 feet to a point; thence continuing
North 32 degrees 57 minutes 14 seconds West a distance of 2.45 feet to a point; thence
North 07 degrees 35 minutes 04 seconds West a distance of 75.88 feet to a point; thence
North 07 degrees 15 minutes 23 seconds East a distance of 84.00 feet to a point; thence
North 82 degrees 44 minutes 37 seconds West a distance of 23.90 feet to a point; thence
North 07 degrees 15 minutes 23 seconds East a distance of 130.00 feet to a point; thence
North 11 degrees 27 minutes 42 seconds East a distance of 68.18 feet to a point; thence
South 56 degrees 34 minutes 56 : East a distance of 63.51 feet to a point thence
South 83 degrees 23 minutes 59 seconds East a distance of 122.17 feet to a point; thence
North 78 degrees 27 minutes 58 seconds East a distance of 108.64 feet to a point; thence
North 50 degrees 13 minutes 50 seconds East a distance of 68.64 feet to a point; thence
North 65 degrees 03 minutes 18 seconds East a distance of 41.40 feet to a point; thence
North 72 degrees 25 minutes 56 seconds East a distance of 64.00 feet to a point; thence
North 81 degrees 29 minutes 06 seconds East a distance of 152.06 feet to a point; thence
North 87 degrees 11 minutes 19 seconds East a distance of 149.80 feet to a point; thence
North 23 degrees 41 minutes 29 seconds East a distance of 94.16 feet to a point; thence
North 03 degrees 19 minutes 42 seconds West a distance of 132.10 feet to a point; thence
North 89 degrees 20 minutes 24 seconds East a distance of 60.44 feet to a point; thence
South 17 degrees 58 minutes 13 seconds East a distance of 134.73 feet to a point; thence

South 34 degrees 09 minutes 58 seconds East a distance of 120.22 feet to a point; thence North 82 degrees 42 minutes 13 seconds East a distance of 58.81 feet to a point; thence North 75 degrees 17 minutes 57 seconds East a distance of 185.12 feet to a point; thence North 61 degrees 56 minutes 18 seconds East a distance of 70.84 feet to a point; thence North 66 degrees 04 minutes 23 seconds East a distance of 378 feet to a point; thence South 13 degrees 42 minutes 49 seconds East a distance of 171.85 feet to a point; thence South 01 degrees 11 minutes 00 seconds West a distance of 90.00 feet to a point; thence South 88 degrees 49 minutes 00 seconds East a distance of 150.71 feet to a point; thence with a curve to the left having a radius of 30.00 feet, a delta of 88 degrees 38 minutes 29 seconds, a chord bearing of North 46 degrees 51 minutes 45 seconds East, an arc distance of 46.41 feet to a point; thence South 87 degrees 27 minutes 29 seconds East a distance of 10.00 feet to a point in the Westerly margin of Nolensville Road; thence with the Westerly margin of Nolensville Road, and with a curve to the left having a radius of 2490.70 feet, a delta of 02 degrees 43 minutes 02 seconds, a chord bearing of South 01 degrees 11 minutes 00 seconds West, an arc distance of 118.12 feet to a point; thence leaving said margin of Nolensville Road South 89 degrees 49 minutes 29 seconds West a distance of 10.00 feet to a point; thence with a curve to the left having a radius of 30.00 feet, a delta of 88 degrees 38 minutes 29 seconds, a chord bearing of North 44 degrees 29 minutes 45 seconds West, an arc distance of 46.41 feet to a point; thence North 88 degrees 49 minutes 00 seconds West a distance of 150.71 feet to a point; thence South 00 degrees 42 minutes 17 seconds East a distance of 291.13 feet to the POINT OF BEGINNING, containing 21.19 acres, more or less.

Being part of the same property conveyed to Gillespie Meadows, Inc. by deed from C.A. Gillespie, III, et ux, et al, of record in Book 7964, page 770, said Register's Office.

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 parties 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 Bradford Hills 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.

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 he time of the conveyance of the first lot is described as follows:

> Land in Davidson County, Tennessee, being three (3) parcels of land designated as "open space" on the Plan of Section One, Bradford Hills a residential P.U.D. of record in Book 7900, pages 110-112, Register's Office for Davidson County, Tennessee, described as follows:
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> **PARCEL 1:** Beginning at a oint on the southerly margin of Bradford Hills Drive, said point being the northwesterly front corner of Lot No. 49 on said Plan of Section One, Bradford Hills, a Residential P.U.D.; thence S 2° 34' 09" W, 120.00 feet to a point; thence S 61° 05' 20" E, 183.82 feet to a point; thence N 89° 01' 27" W, 303.80 feet to a concrete monument; thence N 31° 49' 35" E, 69.81 feet to a point; thence N 13° 16' 04" W, 160.00 feet to a point on the southerly margin of Bradford Hills Drive; thence with said southerly margin of Bradford Hills Drive in an easterly direction a distance of 101.91 feet to the point of beginning and containing 23,456 square feet, more or less.
>
> **PARCEL 2:** Beginning at a point on the northerly margin of Bradford Hills Drive, said point being the southeasterly front corner of Section One, Bradford Hills, a Residential P.U.D.; thence N

7° 16' 55" E, 121.18 feet to a point; thence S 87° 11' 19" W, 62.97 feet to a concrete monument; thence N 23° 41' 29" E, 94.16 feet to a concrete monument; thence N 3° 19' 42" W, 132.10 feet to a concrete monument; thence N 89° 20' 24" E 60.44 feet to a concrete monument; thence S 17° 58' 13" E, 134.73 feet to a concrete monument; thence S 34° 09' 58" E, 120.22 feet to a concrete monument; thence S 82° 42' 13" W, 62.25 feet to a point; S 3° 35' 55" W, 110.00 feet to a point on the northerly margin of Bradford Hills Drive; thence with said northerly margin of Bradford Hill Drive in a westerly direction, a distance of 84.05 feet to the point of beginning and containing 33,378 square feet, more or less.

PARCEL 3: Beginning at a point on the southwesterly margin of Spring Trail, said point being the northwesterly front corner of Lot No. 35 on said Plan of Section One, Bradford Hills, a Residential P.U.D.; thence S 1° o5' 11" W, 100.00 feet to a point; thence N 84° 29' 04" E, 170.28 feet to a concrete monument; thence S 5° 41' 57" E, 292.91feet to a concrete monument; thence N 35° 50' 45" W, 381.45 feet to a point,said point being the southeasterly rear corner of Lot No. 34 on the herebefore mentioned Plan; thence N 41° 17' 51" E, 122.61 feet to a point on the southwesterly margin of Spring Trail; thence with said margin S 48° 42' 09" E 126.78 feet to a concrete monument; thence continuing with said margin around a curve to the left a distance of 28.07 feet to the point of beginning and containing 74,191 square feet, more or less.

Said three (3) parcels described above is part of the same property conveyed to Gillespie Meadows, Inc., a Tennessee Corporation by deed from C.A. Gillespie, III et ux, et al of record in Book 7964, page 770, Register's Office for Davidson County, Tennessee.

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 Gillespie Meadows Inc., a Tennessee Corporation, 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. Owner's 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 of every Lot, subject to the following provisions:

(a) the ritht 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 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 an 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 purpose 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 member 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 appurtenent 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 a Class A membership equal the total votes outstanding in the Class B membership, or

(b) on January 1, 1998.

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 the deed, is deemed to covenant and agree to pay 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 assessment 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. Maiximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to the Owner, the maximum annual assessment shall be Fifty dollars ($50.00) 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 any amount not in excess of the maximum.

Section 4. Special Assessment for Capital Improvements. In addition to the annual assessments authorzied above, the Association may levy, in any assessement 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 assessments 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 constititute 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 sahll be one-half ($\frac{1}{2}$) of the required quorum at the proceding meeting. No such subsequent meeting shall be held more than 60 days following the proceding 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 asessment on a specific 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 date due at the rate of 6 percent per annum. The Associates may 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 the first motrgage. 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.

Section 10. Failure to Maintain. In the event of the failure by the Declarant 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 Ordinace 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 abopted 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 organizstion 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 oerganization and/or the owner 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 adminsitrator 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.

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 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 by 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 Boar. 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

ADDITIONAL RESTRICTIONS

Section 1. No lots shall be used except for residential purposes with the exception of sales models, construction trailer and equipment of the Builder or Developer during development and sale of subdivision.

Section 2. All houses shall have at least eleven hundred (1,100) square feet of living area.

Section 3. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 4. No animals shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept inside. At no time shall pets be allowed to roam freely into someone elses yard or be allowed to distrub neighbors by barking or other loud noises.

Section 5. It is the responsibility of the Builder to grade, seed and straw all yards including the planting of live shrubbery per VA specifications. It is the responsibility of the homeowner to maintain the seeding, mowing and watering of all lawns and shrubbery, the cutting and pruning of all trees and shrubbery and keep his or her lot and the structure thereon in good order and repair, including but not limited the above lawn maintenance, being fee of rubbish, and painting of the structure all in a manner and with such frequency as is consisting with good property management. If this is not done, the Homeowners' Association has the right to perform these

services and place a lien on the property to insure payment.

Section 6. The parking or storage of buses, tractor trailers, recreational vehicles or motor homes, house trailers, junk or wrecked or any non-operative vehicle is not permitted. Furthermore, no vehicle shall be disassembled and worked on in any area of the recorded subdivision.

Section 7. All vehicles are to be parked in driveway areas and no permanent street parking is permitted.

Section 8. Only spindle type clothes lines are permitted and they are to be erected in rear yard only.

Section 9. Satellite dishes are permitted, but their location is restricted to the rear yard, only.

ARTICLE VII

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, covnants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by the 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 the 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. The 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 land within the area described in Deed Book 7964, page 770, of the land records of the Register of Deed for Davidson County, Tennessee may be annexed by the Declarant without the consent of members within eight (8) years of the date of this instrument provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them.

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 16th day of March, 1990.

GILLESPIE MEADOWS, INC., Declarant

By: Paul E Johnson President
PAUL E. JOHNSON, PRESIDENT

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned a Notary Public in and for the State and County aforesaid, personally appeared Paul E. Johnson with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself to be the President of the Gillespie Meadows, Inc 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 President.

Witness my hand and official seal Nashville, Tennessee, this 16th day of March, 1990.

Johnnie A Andrews Suken
Notary Public
Commission Expires 1/23/94

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