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DECLARATION OF COVENANTS, CONDITIONS AND

RESTRICTIONS OF BARTON VALE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BARTON VALE is made and published on or as of the date hereinafter set forth, by and between Barton Development Corporation, a Tennessee Corporation, and all persons, firms or corporations hereafter acquiring any of the described real property.

W I T N E S S E T H:

WHEREAS, Barton Development Corporation, a Tennessee Corporation, as the owner and developer of the real property known as BARTON VALE, a residential planned unit development of record in Plat Book 7900 at Pages 639, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

WHEREAS, in the best interests of Declarants as well as to the benefit, interests and advantage of each and every person or other entity hereafter acquiring any of the within described real property that certain covenants, conditions and easements, assessments, liens and restrictions governing and regulating the use and occupancy of the same be established, fixed and set forth and declared to be covenants running with the land; and

WHEREAS, Declarants desire to provide for the preservation of the values and amenities and the desirability and attractiveness of the real property constituting BARTON VALE; and for the continued maintenance and operation of such areas as may be provided;

NOW, THEREFORE, in consideration of these premises, Declarants agree and covenant with any and all persons, firms, corporations or other entities hereafter acquiring any of the real property herein described, that the same shall be and is hereby subject to the following restrictions, covenants, conditions, easements, assessments and liens relating to the use and occupancy thereof, and said restrictions, covenants, conditions, easements, assessments and liens shall be construed as covenants running with the land which shall be binding on all parties having or acquiring any rights, title or interest in the described real properties or any part thereof, and which shall inure to the benefit of each Owner thereof. Any and all persons or other party, their heirs, assessors and assigns acquiring any of the within described real property made subject to this Declaration, by acceptance of a deed to any interest in or to said real property, shall take such property interest subject to this Declaration, and to all covenants, conditions and restrictions herein and shall be deemed to have assented to same.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declarations shall have the following meanings:

SECTION 1. The ASSOCIATION shall mean and refer to Barton Vale Homeowners Association, Inc., a nonprofit corporation existing under the laws of the State of Tennessee, its successors and assigns.

SECTION 2. OWNER shall mean and refer to the record owner including the Declarant, whether one or more persons or entities, of a fee simple title to any Building Site which is a part of the properties, including contract sellers, but excluding those persons or entities having such interest merely as security for the performance of an obligation.

SECTION 3. COMMON AREA shall mean all those portions of the properties, including improvements shown on any recorded final plat of any portion of the properties, excluding those portions of the properties dedicated to the public, which are owned by the Association for the common use and enjoyment of the Members of the Association. Declarant in recording the plat of Barton Vale has designated certain areas of land as common areas intended for use by Owners in Barton Vale for recreation and other related activities. The fee title to any Building Site described as bounded by any street, lane, walkway, park, playground, lake, pond, pool or any other common property which has not been dedicated or accepted by the public and the fee title to any lot shown on the recorded plat of Barton Vale as abutting upon any such common property shall not extend upon such common property, and the fee title to such common property is reserved by Declarant to be

conveyed to the Association for the common enjoyment of all the residents in Barton Vale. The Common Area shall be conveyed to the Association by the Declarant prior to, or concurrently with, the first conveyance of a Building Site to an Owner other than Declarant.

SECTION 4. BUILDING SITE shall mean or refer to any lot or plot of land to be used for residential purposes and so designated on a subdivision plat of the property with the exception of the Common Area, which shall be recorded in the Register's Office of Davidson County, Tennessee.

SECTION 5. PROPERTIES shall mean or refer to any and all of that certain real property now or which may hereafter be brought within the residential subdivision being developed by Declarant in Davidson County, Tennessee, which subdivision is and shall be commonly known as Barton Vale.

SECTION 6. DECLARATION shall mean or refer to this Declaration of Covenants, Conditions and Restrictions applicable to the property which is recorded in the Register's Office of Davidson County, Tennessee.

SECTION 7. DECLARANT shall mean or refer to Barton Developmant Corporation, a Tennessee Corporation, its successors and assigns if such successors or assigns acquire two or more undeveloped Building Sites from Declarant for the purpose of development of residential housing.

SECTION 8. MEMBER shall mean or refer to any person or persons who shall be an Owner and as such shall be a Member of the

Association.

SECTION 9. PERSON shall mean or 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 a singular shall include the plural where the context so requires.

SECTION 10. ARTICLES shall mean or refer to the Articles of Incorporation of the Association, as said Articles are amended from time to time.

SECTION 11. BOARD shall mean or refer to the Board of Directors of the Association.

SECTION 12. BY-LAWS shall mean and refer to the By-Laws of the Association as such may be amended from time to time, which are attached hereto as Exhibit "A" and made a part hereof.

SECTION 13. BARTON VALE shall mean and refer to the certain residential subdivision known as Barton Vale, which is owned by Declarant and located in the County of Davidson, State of Tennessee, together with such additions as may be designated by Declarant by a Supplementary Declaration.

SECTION 14. MANAGER shall mean and refer to the professional managing agent, whether corporate or individual, retained by the Association on contract and charged with the maintenance and upkeep of the Common Area.

ARTICLE II

ANNEXATION

SECTION 1. ANNEXATION OF ADDITIONAL PROPERTY. Any additional real property adjacent or contiguous to the Properties may be annexed to and become subject to this Declaration by the Declarant without the consent of the Association or its members within ten (10) years of the date of this Declaration.

SECTION 2. METHOD OF ANNEXATION. The additions authorized in this Article shall be effectuated by the recordation of a Supplementary Declaration of Covenants, Conditions and Restrictions. The Supplementary Declaration shall be executed by the owners of the real property to be annexed.

SECTION 3. SUPPLEMENTARY DECLARATION. The Supplementary Declaration shall describe the real property to be annexed and shall state that it is pursuant to the terms and conditions of this Declaration for the purpose of annexing the property described in the Supplementary Declaration and extending the authority and jurisdiction of the Association over the property so described. The Supplementary Declaration shall not revoke, modify or add to the covenants and agreements established by this Declaration with regard to any real property subject to the Declaration prior to recording the Supplementary Declarations. The Owners of the Building Sites within the property shall upon recordation of any Supplementary Declaration have a right and non-exclusive easement of enjoyment in and to the Common Area. After recording of the

Supplementary Declaration in accordance with the provisions hereof the real property described shall be subject to the provisions of this Declaration and the authority and jurisdiction of the Association pursuant to the terms and conditions of this Declaration, By-Laws and Articles of Incorporation.

ARTICLE III

RIGHTS AND COMMON AREA

SECTION 1. Every owner of a Building Site shall have a non-exclusive right and easement of enjoyment in and to the Common Area, including any Common Areas which may be annexed or added to by Supplemental Declarations which shall be appurtenant to and shall pass with the title to every Building Site subject to the provisions of this Declaration, the By-Laws and Articles of Incorporation of the Association, including but not limited to, the following:

(i) The right of the association to charge a reasonable fee for the use of recreational facilities in the Common Area.

(ii) The right of the association to suspend an Owner's voting rights and rights to use recreational facilities during any period his assessments remain unpaid.

(iii) The right of the association to suspend an Owner's voting rights and rights to use recreational facilities for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations.

(iv) 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 conditions as may be approved by the membership.
No dedication or transfer shall be effective unless

the Members entitled to at least two-thirds (2/3) of the votes appurtenant to Class A and Class B agrees to such dedication or transfer and signify their agreement by a signed and recorded written document. However, the terms and conditions of this paragraph shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of electrical, telephone, cablevision, water and sewage, utilities and drainage facilities upon, over under and across the Common Area without the consent of membership when such easements are prerequisites for the convenience, use and enjoyment of the properties.

(v) The restriction that the association shall not be dissolved nor shall it dispose of any Common Area, by sale or otherwise (except to an organization conceived and established to own and maintain the Common Area), 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 this Declaration.

(vi) In the event that the homeowner's association established to own and maintain the Common Area, or any successor organization, shall at any time after the establishment of the planned unit development fail to maintain the said Common Area in reasonable condition in accordance with this Declaration, the zoning administrator may serve written notice upon the homeowner's association and/or the owners or residents of the Building Sites and hold a public hearing. After thirty (30) days when deficiencies of maintenance are not corrected the zoning administration shall call upon any public or private agency to maintain the Common Area for a period of one year. When the zoning administration determines that the homeowner's association is not prepared for the maintenance for the Common Area such agency shall continue maintenance for yearly periods. 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 Area and shall become a lien on said properties.

SECTION 2. DELEGATION OF USE. The right and easement of enjoyment granted to every Owner in this Article to the Common Area may be exercised or delegated to the members of his family, his tenants, or contract purchasers residing on the property.

ARTICLE IV

ARCHITECTURAL CONTROL AND USE RESTRICTIONS

The Board of Directors of the Association shall have the sole responsibility for enforcing the architectural controls and use restrictions set forth in this Article. The following architectural, maintenance and use restrictions shall apply to each and every Building Site now or hereafter subjected to this Declaration.

SECTION 1. ARCHITECTURAL CONTROLS. No external construction, reconstruction, remodeling, alteration or addition to any structure, building, fence, wall, driveway, path or external improvement of any nature shall be constructed without obtaining the prior written approval as to the harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or a duly appointed Architectural Committee. The Board of Directors may appoint an Architectural Committee composed of three or more representatives to review and approve any plans or specifications showing the nature, kind, shape, height, materials and location of the proposed construction or alternations. The Board of Directors or its appointed Architectural Committee shall be the sole arbiter for the approval of any plans and specifications. In the event the Board of Directors or the appointed Architectural Committee fails to approve or disapprove such designs and locations within thirty (30) days after all requested or required plans and specifications

have been submitted, approval will not be required and this Article will be deemed to have been fully complied with. The Board of Directors shall determine the information and documents required to be submitted prior to reviewing and approving any plans and specifications.

SECTION 2. USE RESTRICTIONS.

(i) Except as otherwise provided in this Declaration each Building Site shall be used as a residence and shall be constructed and maintained in accordance with this use. Except as otherwise provided in this Declaration the Common Area shall be used for recreational, social and other purposes directly related to the health and welfare of the Association's Members.

(ii) The Owner(s) of each Building Site shall be responsible for the maintenance of and shall maintain the exterior of their dwelling units in a clean, sanitary and attractive condition. The Owner of each Building Site shall keep his dwelling free from rubbish, litter and noxious weeds; maintain, cultivate and keep in good condition or repair all shrubs, trees, grasses or other landscaping, and to replace dead plants or other landscaping with plants, shrubs, trees or landscaping of same or similar type.

(iii) No sign or billboard of any kind shall be displayed to the public view on any Building Site except for (a) directional signs established by Declarant or the Association, or (b) signs for each Building Site which may be placed thereon by the owner of the particular Building Site for the purpose of advertising the site for sale. Declarant and its successors or assigns retain the right to advertise the properties for sale or lease as long as Declarant owns a Building Site. In addition, during such time as Declarant or its successors or assigns have Building Sites available for sale, Declarant shall be permitted and is hereby granted an easement for that purpose to place advertising signs upon the Common Area.

(iv) No incinerators for garbage, trash, or other refuse shall be permitted to be erected or placed on any Building Site. Any and all equipment, coolers, woodpiles, garbage cans, refuse or storage piles placed on any Building Site whether temporary or permanent shall be concealed from public

view. Plans for all screening walls, fences and enclosures must be approved by the Board of Directors or the Architectural Committee.

(v) No lumber, brick, stone, block, concrete or other building material nor any other things used for building purposes shall be stored on any Building Site except for the purpose of construction, and then only for such length of time as is necessary for the construction of the improvement then in progress.

(vi) No Owner shall excavate or extract earth from any of the Building Sites subject to this Declaration for any business or commercial purpose. No elevation changes shall be permitted which will materially affect the service grade or surrounding Building Site except to the extent that fill may be required as shown on the recorded plan. All fills shall be subject to the approval of the Board of Directors or Architectural Committee as to the nature of the fill employed and as to the manner and method of installation.

(vii) No noxious or offensive activity shall be carried on upon any Building Site or any part of the Properties nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quite enjoyment of each of the owners of his respective site or which shall in any way increase the rate of insurance.

(viii) No structure of a temporary character, trailer, tent, shack, garage, barn or other out-building shall be used on any Building Site at any time as a residence, either temporarily or permanently. No trailer, camper, boat or similar equipment shall be permitted to remain upon any Building Site's private driveway or within the Common Area unless on a space designated for such use by the Association. However, Declarant retains the right to construct and maintain temporary structures and vehicles on the property used only for construction and administration purposes for use in connection with the initial construction or improvement on the Properties. In addition, the Declarant may also construct, operate and maintain a sales office on the Common Area and model homes and a sales office on the Building Sites, in connection with his continuing sales programs; and in furtherance thereof, shall have an easement over all of the Common Area for ingress, egress and parking for its agents, employees and prospective buyers of Building Sites.

(ix) No animals, reptiles, rodents, livestock, birds, fish or poultry of any kind shall be raised, bred or kept on

any Building Site, except dogs, cats or other household pets as may be approved by the Association, may be kept on the Building Sites, provided they are not kept, bred, or maintained for any commercial purpose, or in unreasonable numbers. Pets must be leashed or under the owner's control at all times.

(x) No towers, antennas, aerials, or other facilities for reception or transmission of radio or television broadcast or other means of communication shall be erected and maintained or permitted to be erected and maintained on any Building Site or the Common Area except by installation inside of structures constructed on said Building Site or by underground conduits. All other types of appliances or installation of solar panels upon the roofs or sides of any dwelling situated upon a Building Site shall not be permitted unless prior approval is obtained from the Architectural Committee.

(xi) All rubbish, trash, and garbage shall be regularly removed from the properties and shall not be allowed to accumulate thereon and removed from public view. All clothes lines, refuse containers, disabled vehicles and machinery and equipment shall be prohibited upon any Building Site.

(xii) Each Owner of a Building Site shall pay any real and personal property taxes or charges assessed against his respective Building Site and the utility charge for said Building Site.

(xiii) During reasonable hours any member of the Board of Directors or any authorized representative of the Board shall have the right to enter upon and inspect any portion of the Properties and the improvements thereon for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and such person shall not be deemed guilty of trespass by reason of such entry, provided reasonable written notice has been given to the Owner.

(xiv) The restrictions set forth in this Article shall not apply to Declarant, its agents or employees during the course of construction or sale of improvements on the Properties to the extent that they would interfere with such construction or sale.

(xv) No gainful profession, occupation, trade or other commercial activity shall be conducted or allowed on any Building Site or upon the Common Area or any portion thereof. Nothing herein shall be deemed to prevent the leasing of any

Building Site by the Owner thereof for residential purposes subject to all the provisions of this Declaration.

(xvi) Each Owner and the Association shall promptly comply with all laws, statutes, ordinances, rules and regulations of federal, state or municipal governments or authorities applicable to use occupancy, construction, and maintenance of any improvements upon the Building Sites or the Common Area.

(xvii) Any vehicle parked on a public street for a period of twenty-four (24) consecutive hours shall be deemed abandoned, and the Association may have said vehicle towed away at the owner's expense.

(xviii) Except for maintenance vehicles, no motorized vehicle will be permitted in the open space, unpaved Common Area.

(xix) The Board of Directors of the Association shall have the authority and right to establish and enforce reasonable regulations for the maintenance and management of the Common Area.

(xx) Each residence built on a Building Site must contain a garage. The garage may be used only as a storage area for the Owner's automobiles and other vehicles and personal property. All boats, motorcycles, motor bikes, three wheelers, ATV, recreational vehicles, campers and other motorized vehicles must be stored in the garage or an area designated by the Association.

(xxi) The minimum liveable floor area of any single dwelling shall be 2,000 square feet with not less than 900 square feet on the main floor, excluding carports, garages, basements or porches.

(xxii) Building Sites shall be constructed of at least sixty (60%) percent brick, dryvit or similar material as approved by the Architectural Control Committee and all construction must be brick to grade. No exposed block foundations will be allowed. No man-made stone surface will be permitted unless with the prior approval of the Association.

ARTICLE V

BARTON VALE HOMEOWNERS ASSOCIATION

SECTION 1. ORGANIZATION. The Association is a nonprofit

Tennessee corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles of Incorporation, the By-Laws and this Declaration. Neither the Articles of Incorporation nor By-Laws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail. The Board of Directors of the Association and such officers as the Board may elect or appoint shall conduct the affairs of the Association in accordance with this Declaration, the Articles and the By-Laws, as the same may be amended from time to time.

SECTION 2. MEMBERSHIP. Each Owner of a Building Site, including Declarant, shall be a member of the Association, and shall be entitled to one membership for each Building Site owned. Ownership of a Building Site shall be the sole qualification for membership in the Association. An Owner's membership shall be appurtenant to and may not be separated from any lot giving rise to the membership and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon the transfer of title to said Building Site, and then only to the transferee of title to said Building Site. Any attempt to make a prohibited transfer shall be null and void. Any transfer of title to a Building Site shall operate automatically to transfer the membership in the Association appurtenant thereto, to the new Owner.

SECTION 3. VOTING RIGHTS. The Association shall have two classes of voting membership.

CLASS A. Class A Members shall be all Owners with the exception of Declarant and its successors and assigns acquiring two or more Building Sites for the purpose of developing residential housing, and shall be entitled to one vote for each Building Site owned. When more than one person is the Owner of a Building Site, all such persons shall be Members. The vote for such Building Site shall be exercised as they determine among themselves but in no event shall more than one vote be cast for any Building Site. The vote for each such Building Site must be cast as a unit and fractional votes will not be allowed. If any Owner or Owners cast a vote representing a certain Building Site, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other Owners of the same site.

CLASS B. The Class B Membership shall be the Declarant, its successors and assigns acquiring two or more undeveloped Building Sites for the purpose of developing residential housing, but not homeowners. Declarant shall be entitled to three (3) votes for each Building Site owned. Class B memberships shall cease and be converted to Class A membership on the happening of one (1) of the following events, whichever occurs first:

(i) When the total outstanding votes in Class A membership equals the total outstanding votes in Class B membership;

(ii) Seven (7) years from and after the date or recordation of this Declaration. However, the Class B membership of Declarant shall be reinstated whenever additional land becomes available subject to the provisions of this Declaration pursuant to the annexation provisions contained herein.

(iii) Whenever the Declarant, by written instrument, terminates and relinquishes Class B status and agrees to accept Class A status for each Building Site then owned.

SECTION 4. DUTIES OF THE ASSOCIATION. In addition to the powers delegated to the Association by the Articles, and without limiting the generality thereof, the Association shall have the obligation to perform each of the following duties:

(i) To operate, maintain and otherwise manage or provide for the maintenance and management of the Common Area.

(ii) To pay all real and personal property taxes and assessments separately levied upon or assessed against the Association and/or any property owned by the Association.

(iii) At the discretion of the Association to procure any fire or extended coverage insurance, vandalism and malicious mischief and liability insurance, fidelity coverage, Workmen's Compensation Insurance.

(iv) To make, establish, promulgate and/or repeal any Association rules and regulations necessary to enforce any of the provisions of this Declaration.

(v) To levy assessments on the Owners of the Building Sites and to enforce payment of such assessments all in accordance with the provisions of this Declaration.

(vi) To commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration and to enforce by mandatory injunction or otherwise all the provisions hereof.

(vii) To grant and convey to any third party, easements and right-of-ways in, on, over and under the Common Area for the purpose of constructing, erecting, operating or maintaining any improvements or facilities.

(viii) To employ the services of any person or corporation

as manager, together with other employees as may be directed by the Board of Directors and to perform the business obligations and duties of the Association and enter into contracts for such purposes. Any such management contract may be terminated by either party upon sixty (60) days written notice prior to the date of termination.

SECTION 5. PERSONAL LIABILITY. No member of the Board of Directors, any committee of the Association, any officer of The association, or the Declarant shall be personally liable to any Owner, or to any other party, for any damage, loss, or injury suffered or claimed on account of any act, omission, error or negligence, provided that such person has, upon the basis of information possessed by him, acted in good faith without willful or intentional misconduct.

ARTICLE VI

COVENANTS FOR ASSESSMENTS

SECTION 1. CREATION OF LIEN. The Declarant, for each Building Site owned within the Properties hereby covenants, and each Owner of any Building Site by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree for each Building Site owned to pay the Association: (1) annual assessments, and (2) special assessments for capital improvements. Such assessments are to be established, made and collected as hereinafter provided. The annual and special assessments together with interest and costs of collection thereon and reasonable attorney's fees shall be charged on the land and shall be a continuing lien upon the Building Site against which

each such assessment is made. Each such assessment, together with such interests, costs and reasonable attorney's fees shall also be the personal obligation of each person, firm or entity who was an owner of such Building Site at the time such assessment became due and payable. The personal obligation for delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed by them, but no such assumption shall relieve or waive any Owner personally obligated for delinquent assessments or such Owner's personal liability therefor.

SECTION 2. PURPOSE OF ASSESSMENTS. Assessments levied shall be exclusively to promote the recreation, health, safety and welfare of the residents of the properties and for the improvement, operation and maintenance of the Common Area, and the performance of the duties of the Association as set forth in this Declaration. Declarant shall pay only fifty percent (50%) of the annual assessment for each Building Site as provided in Section 3.

SECTION 3. ANNUAL ASSESSMENT. Until January 1st of the year immediately following the conveyance of the first Building Site to an Owner, the maximum annual assessment shall be Two Hundred and Forty Dollars ($240.00) per Building Site.

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

(ii) From and after January 1st of the year immediately following the conveyance of the first Building Site to an Owner, the maximum annual assessment may be increased above five percent (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.

(iii) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum set forth in this Article. The annual assessment may be payable on a monthly or quarterly installment.

SECTION 4. SPECIAL ASSESSMENTS. In addition to the annual assessments authorized in this article, the Association may levy, in any calendar year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair, or replacement of any capital improvement upon the Common Area, including fixtures and personal property related to the improvement, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of each class of Members voting in person or by proxy at a meeting duly called for such purpose.

SECTION 5. NOTICE AND QUORUM. Written notice of any meeting called for the purpose of taking action authorized in this Article shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days prior to the meeting. At the first such meeting, the presence of Members or the proxies entitled to cast sixty percent (60%) of all 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 requirements. The required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days after the preceding meeting.

SECTION 6. COMMENCEMENT OF ASSESSMENTS. Both annual and special assessments shall be fixed by the Association on a uniform rate for all Building Sites. Both assessments shall be collected on a monthly or quarterly basis, unless some other basis for collection is adopted by the Board of Directors. The annual assessment period shall commence on January 1st of each year and terminate on December 31st of such year, provided that the first annual assessment period shall commence as to all Building Sites on the first day of the month following 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 Building Site 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 for annual assessments and special assessments shall be as established by the Board of Directors. The Association shall upon demand and for a reasonable fee, furnish a certificate signed by an officer of the Association stating whether the assessments on a specified Building Site have been paid as of the date of issuance.

SECTION 7. NONPAYMENT OF ASSESSMENTS. Each and every Owner of a Building Site on becoming an Owner of said Building Site is and shall be deemed to covenant and agree to pay to the Association each and every one of the assessments provided for in this Declaration; and agrees to the enforcement of such assessments in the manner herein specified. Any assessment not paid within thirty (30) days after the quarterly due date shall be deemed delinquent, and shall bear interest at the rate of ten percent (10%) per annum. In addition to any other remedies herein or by law provided, the Board of Directors, or its authorized representative, may enforce the obligation of the Owners to pay the assessments provided for in this Declaration, and each of them in any manner provided by law or in equity, or without any limitation of the foregoing by either or both of the following procedures:

(i) By commencement and maintenance of a suit at law against any Owner or Owners personally obligated to pay assessments for such delinquent assessments as to which they are personally obligated, such suits to be maintained in the name of the Association. Suits to recover a money judgement for unpaid assessments shall be maintained without foreclosing or waiving the lien hereinafter provided.

(ii) There is hereby created a claim of lien, with power of sale, on each and every Building Site to secure payment to the Association of any and all assessments levied against any and all Owners of such Building Sites pursuant to this Declaration. Upon such recordation of a duly executed original or copy of such claim of lien, the lien claimed therein shall immediately attach and become effective in favor of the Association as a lien upon the Building Site against which such assessment was levied. Any such lien may be foreclosed by appropriate and customary action for the foreclosure of a Deed of Trust with power of sale, or in any other manner provided by law. Upon the timely curing of any delinquency or default for which a notice of claim lien was filed by the Board of Directors, and the payment of all sums

secured by the lien created by the recordation of such claim of lien, the Board of Directors shall cause the appropriate release of such claim of the lien.

(iii) No Owner may waive or otherwise escape liability for assessment provided for in this Declaration by nonuse of the Common Area, or any part thereof, or any other part of the Properties, or abandonment of his Building Site.

SECTION 8. SUBORDINATION OF LIEN. The lien for the assessments provided for herein in connection with a Building Site shall not be subordinated to the lien of any Deed of Trust or mortgage except the lien of a Deed of Trust or mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Site prior to the recordation of a claim or lien for the assessments provided for in this Declaration. Thus, the lien for any assessment shall be subordinated to the lien of any prior or first Deed of Trust or mortgage. However, the sale or transfer of any Building Site shall not affect the assessment liens provided in this Article. In addition, the sale or transfer of any Building Site pursuant to a Deed of Trust or mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. However, no sale or transfer shall relieve such Building Site from liability for any assessment thereafter becoming due or from the lien thereof.

GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservation liens and charges now or hereinafter posed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restrictions contained herein shall in no event be deemed a waiver of the right to do so thereafter. A waiver of such right shall be only pursuant to an instrument in writing, signed by the party to be charged with such waiver, and shall be limited to a particular covenant, condition or restriction contained therein, which is expressly set forth as being waived.

SECTION 2. SEVERABILITY. Invalidation of any one or more of the provisions of this Declaration by judgment or court order shall in no way affect any other provision thereof, and all such other provisions shall remain in full force and effect.

SECTION 3. TERM. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the Owner of any Building Site subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty (20) years from the date this Declaration is recorded, after which time the said covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

SECTION 4. AMENDMENT. This Declaration may be amended during the first twenty (20) year period provided in Section 3, Article VII by an instrument signed by seventy-five (75%) or more percent of the Owners and thereafter by an instrument signed by not less than sixty-six and two thirds (66 2/3%) of the Owners. Any such amendments shall be effective immediately on proper recordation in the Office of the Register of Deeds.

SECTION 5. ANNEXATION. Notwithstanding the right to annex additional property granted to Declarant in this Declaration, additional real property and Common Area may be annexed to the properties with the consent of two-thirds (2/3) of each class of members in the Association.

SECTION 6. HEADINGS. Headings are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraphs to which they refer. The covenants, agreements and rights set forth herein shall be binding upon and inure to the benefit of the respective heirs, executors, successors and assigns of Declarant and all persons claiming by, through or under Declarant.

IN WITNESS WHEREOF, the undersigned being the President of Declarant herein, has hereunto set his hand this 10th day of February, 1994.

BARTON DEVELOPMENT CORPORATION

By: James L. Barton
James L. Barton
President

STATE OF TENNESSEE

COUNTY OF DAVIDSON

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Before me, the undersigned Notary Public in and for the said State and County, personally appeared James L. Barton, with whom I am personally acquainted, and who upon oath, acknowledges he is the President of Barton Development Corporation, and that he as such President executed the foregoing instrument for the purpose therein contained by signing on behalf of the corporation.

WITNESS my hand and official seal at Nashville/Davidson Co. Tennessee, this 10th day of February 1994.

Patricia A. Gray

NOTARY PUBLIC

My Commission Expires:

Nov. 26, 1994

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OF

BARTON VALE HOMEOWNER'S ASSOCIATION

ARTICLE I

The name of this non-profit corporation is BARTON VALE HOMEOWNER'S ASSOCIATION, INC. The principal office of the corporation shall be located at 214 Second Avenue, North, Suite 400, Nashville, Tennessee 37201, and all meetings of members and Directors will be held at the principal office unless some other place within the State of Tennessee is designated by the Board of Directors. The Board of Directors may change the principal office to any location in the State of Tennessee.

ARTICLE II

DEFINITIONS

The following words when used in these By-Laws or amendments thereto, shall have the following meanings:

SECTION 1. ASSOCIATION shall mean and refer to Barton Vale Homeowner's Association, Inc., a non-profit corporation organized and existing under the laws of the State of Tennessee, its successors and assigns.

SECTION 2. OWNER shall mean and refer to a record owner including the Declarant, of a fee simple title to any Building Site

which is part of the properties, including contract sellers, but excluding those persons or entities having such interests merely as security for the performance of an obligation.

SECTION 3. COMMON AREA shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners.

SECTION 4. BUILDING SITE shall mean or refer to any plot of land to be used for residential purposes and so designated on a subdivision plat of the property with the exception of the Common Area, and shall be recorded in the Register's Office for Davidson County, Tennessee.

SECTION 5. 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 be brought within the jurisdiction of the Association.

SECTION 6. DECLARATION shall mean or refer to the Declaration of Covenants, Conditions and restrictions applicable to the real property which is recorded in the Register's Office of Davidson County, Tennessee.

SECTION 7. DECLARANT shall mean or refer to Barton Development Corporation, a Tennessee corporation, its successors and assigns acquiring two or more undeveloped Building Sites for the purpose of development of residential housing.

SECTION 8. MEMBER shall mean or refer to any person or persons who shall be an Owner and entitled to membership in the

Association pursuant to the Declaration.

SECTION 9. PERSON shall mean or 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.

SECTION 10. ARTICLES shall mean or refer to the Articles of Incorporation of the Association, as said Articles are amended from time to time.

SECTION 11. BOARD shall mean or refer to the Board of Directors of the Association.

SECTION 12. BY-LAWS shall mean and refer to the By-Laws of the Association as such may be amended from time to time.

SECTION 13. BARTON VALE shall mean and refer to the certain residential subdivision located in the County of Davidson, State of Tennessee, together with such additions as may be designated by Declarant by a Supplementary Declaration, as provided in the Declaration.

ARTICLE III

MEETING OF THE ASSOCIATION

SECTION 1. ANNUAL MEETING. The annual meeting of the Association, except for the first annual meeting, shall be held on the first Tuesday of the second calendar month following the close of The Association's fiscal year. The first annual meeting shall

be held within one year from the date of incorporation of the Association. In the event the date of the annual meeting falls on a legal holiday, the annual meeting will be held on the first day following which is not a legal holiday.

SECTION 2. SPECIAL MEETINGS. Special meetings of the Association may be called at any time by either the President or the Board of Directors or upon written request by one-fourth (1/4) of all votes of Class A membership entitled to vote. Upon receipt of such call, the Secretary shall send out notices to all Members of the Association.

SECTION 3. NOTICE OF MEETINGS. A written or printed notice of every meeting of the Association stating whether it is an annual meeting or special meeting, the authority for the call of the meeting, the place, day and hour thereof, and the purpose for the meeting, shall be given by the Secretary to the person or persons calling the meeting, at least fifteen (15) days before such meeting. Such notice shall be given to each Member in any of the following ways: (1) by leaving the notice with him personally, (2) by leaving the notice at the residence or usual place of business of such Member or (3) by mailing it, postage prepaid, addressed to such Member at his address as it appears on the records of the Association.

SECTION 4. WAIVER OF NOTICE. The presence of all Members, in person or by proxy, at any meeting shall render the same a valid meeting, unless any Member shall, at the opening of such meeting,

object to the holding of same for noncompliance with the provisions of this Article.

SECTION 5. QUORUM. At any meeting of the Association, Members present by proxy, entitled to cast one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action not prohibited by the Articles, Declaration or these By-Laws. If such a quorum shall not be present or represented at any meeting, the Members entitled to vote at such meeting shall have the power to adjourn from time to time, until a quorum shall be present or represented by proxy. At any subsequent meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting originally called.

SECTION 6. VOTING. Any person, firm, corporation, trust or other legal entity or a combination thereof owning any Building Site shall be a Member of the association and either in person or by proxy by entitled to one (1) vote for each Building Site so owned except the Declarant and its successors and assigns acquiring two or more Building Sites for the purpose of developing residential housing may have three (3) votes in accordance with the terms and conditions of the Declaration, at all meetings of the Association. The authority or proxy given by a Member to another person to represent such Member at meetings of the Association shall be in writing, signed by such Member or Members and shall be filed with the Secretary of the association. Every proxy unless

limited by its terms, shall be deemed valid until revoked in writing; however, the said proxy shall automatically cease upon conveyance by a Member of his Building Site.

ARTICLE IV

BOARD OF DIRECTORS

SECTION 1. NUMBER. The affairs of the Association shall be managed by a Board of Directors who may or may not be members of the Association. The initial number of Directors shall be three (3) and shall serve as Directors until the first annual meeting of the association. From and after this first annual meeting of the Association, the number of Directors shall be five (5). The number of Directors may be changed by amendment of these By-Laws.

SECTION 2. TERM. At the first annual meeting of the Association, the Members shall elect two (2) Directors for a term of one (1) year and three (3) Directors for a term of two (2) years. At each annual meeting thereafter, the successors to the Directors whose terms have expired shall be elected for a term of two (2) years. However, the Directors shall hold office until their successors have been elected and qualified.

SECTION 3. REMOVAL. At any regular meeting of special meeting duly called, any one or more of the elected Directors may be removed with or without cause, by a majority 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 compensation shall be paid to any Director for their services performed or rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of his duties and responsibilities.

SECTION 5. ACTIONS. The Directors shall have the right to take any action without a called meeting which could be taken by them by obtaining the written approval of all Directors. Any such action taken shall have the same force and effect as though taken at a duly called meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION

SECTION 1. NOMINATION. All nominations of candidates for election to the Board of Directors shall be made by a Nominating Committee. However, additional nominations of candidates to the Board may also be made by any Member at the annual meeting. The Nominating Committee shall be appointed by the Board prior to each annual meeting and shall serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall consist of the Chairman who shall be a member of the Board, and two (2) or more Members of the association. The Nominating Committee shall make nominations for elections to the

Board in a number equal to or greater than the number of vacancies on the Board.

SECTION 2. ELECTIONS. The election of candidates to the Board of Directors shall be by secret written ballot. The Members present or their proxies may cast as many votes for each vacancy on the board as they are entitled to exercise under the provisions of the Declaration. The person or candidate receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted in any election to fill a vacancy on the Board.

ARTICLE VI

MEETINGS

SECTION 1. REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held monthly, without notice, at such time and place as shall be determined, from time to time, by a majority of the Directors. If the monthly meeting falls upon a legal holiday, that meeting shall be held at the same place and time on the next day which is not a legal holiday.

SECTION 2. SPECIAL MEETINGS. Special meetings of the Board may be called by the President or by two Directors on at least three (3) days notice to each Director, given personally or by mail, addressed to his residence, or by telephone, which notice shall state the time, place and purpose of the meeting. Before or at any special meeting of the Board, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed

equivalent to the giving of such notice. Attendance by a Director at any special meeting of the Board shall be a waiver of notice by him of the time and place thereof.

SECTION 3. QUORUM. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business and the acts of the majority present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board there is less than a quorum present, the majority of those present may adjourn the meeting from time to time, and any business which might have been transacted at the meeting as originally called may be transacted without further notice.

ARTICLE VII

POWERS AND DUTIES

SECTION 1. POWERS. The Board of Directors of the Association shall have the power to:

(i) Adopt and publish rules, regulations and penalties governing the Association and the personal conduct of Members and their guests.

(ii) Suspend the voting rights and right to use the Common Area during any period a Member shall be in default of any assessment levied by the association. The Board may also suspend after appropriate notice and hearing, such rights for a period not to exceed sixty (60) days from any infraction of published rules and regulations.

(iii) Notwithstanding those powers and duties reserved to the membership under these By-Laws, Articles or Declaration, the Board may exercise on behalf of the Association all powers, duties and authority vested in or delegated to it.

(iv) Declare the membership on the Board to be vacant if any Director of the Board shall be absent from three (3) consecutive regular meetings.

(v) Employ a manager or other such employees as deemed necessary and reasonable by the Board.

SECTION 2. DUTIES. The Board of Directors of the Association shall have the duty to:

(i) Keep a complete record of all corporate acts and affairs and inform the Members of said acts and affairs at the annual meeting or any special meeting or at any special meeting when such information is requested in writing by one-fourth (1/4) of the Class A Members.

(ii) Procure and maintain adequate liability and hazard insurance on the Common Area.

(iii) Cause the Common Area to be maintained.

(iv) In the discretion of the Board to cause any or all officers or employees to be bonded.

(v) As more fully described in the Declaration, to fix the amount of annual assessment against each Building Site at least thirty (30) days in advance of each annual assessment; to send written notice of each assessment to every Owner at least thirty (30) days in advance of each annual assessment period; and foreclose any lien against any property for which the assessments are not paid within thirty (30) days after due or to bring an action at law against the Owner personally obligated to pay same.

(vi) Supervise all officers, agents and employees of the Association and ensure the performance of their duties and responsibilities.

(vii) Issue upon demand a certificate setting forth whether or not any assessment has been paid; however, a reasonable charge may be made against such person making the demand. Any certificate verifying that assessments have been paid shall be conclusive evidence of such payment.

ARTICLE VIII

OFFICERS

SECTION 1. DESIGNATION. The principal officers of the Association shall be a President, Vice-President, Secretary and Treasurer. The President and Vice-President shall at all time be members of the Board and the Secretary and Treasurer may or may not be members of the Board. The Directors may also appoint an Assistant Treasurer, and an Assistant Secretary and such other officers as in their judgment may be necessary.

SECTION 2. ELECTION. The officers of the association shall be elected annually by the Board at the first meeting following each annual meeting of the Members and shall hold office at the pleasure of the Board. The Board may elect such other officers as necessary and each of whom hold office for such period having such authority and performing such duties as the Board may determine.

SECTION 3. TERM. The officers of the Association shall be elected annually by the Board and shall hold office for one year unless said officer shall sooner resign or be removed or otherwise disqualified to serve.

SECTION 4. VACANCIES. 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; however, such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. A vacancy in any office may be filled by appointment by the Board, and the said officer appointed

to such vacancy shall serve for the remainder of the term of his predecessor.

SECTION 5. RESTRICTIONS. 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 this Article.

SECTION 6. DUTIES. The duties of the officers of the Association are as follows:

(i) PRESIDENT. The President shall be the Chief Executive Officer of the Association. He shall preside at all meetings of the Association and the Board and have the responsibility to ensure that all orders and resolutions of the Board are performed; sign all leases, mortgages, deeds or other written instruments and co-sign all checks and promissory notes. In addition, the President shall have all the general powers and duties which are usually vested in the office of President of an association, including but not limited to the power to appoint committees from time to time.

(ii) VICE-PRESIDENT. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President not the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed by the Board.

(iii) TREASURER. The Treasurer shall have the responsibility to receive and deposit all monies of the Association; sign all checks and promissory notes; keep proper books of accounts; cause an annual audit at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures and to present such budget or statement at the membership's regular annual meeting.

(iv) SECRETARY. The Secretary shall extend and keep the minutes of all meetings of the Board or of the

Association; shall give all notices provided by these By-Laws and shall have other powers and duties as may be incidental to the office of Secretary, as given by these By-Laws or assigned from time to time by the Board. If the Secretary shall not be present at any meeting, the presiding officer shall appoint a Secretary pro tempore who shall keep the minutes of such meetings and record them in the book provided for that purpose.

ARTICLE IX

COMMITTEES

The Board may appoint an Architectural Control Committee pursuant to the Declaration and a Nominating Committee as provided in these By-Laws. The Architectural Control Committee shall have the responsibility for enforcing architectural control and use restrictions set forth in the Declaration. The Board shall also appoint a Nominating Committee as provided in these By-Laws. In addition, the Board shall appoint other committees as deemed appropriate to perform the duties and responsibilities of the Association.

ARTICLE X

BOOKS AND RECORDS

All books, records and papers of the association shall be subject to inspection by any Member during reasonable business hours. In addition, the Declaration, Article and these By-Laws of the Association shall be available for inspection by any Member.

ARTICLE XI

ASSESSMENTS

Pursuant to the Declaration, each Member is obligated to pay any annual or special assessments which are secured by continuing lien upon the Building Site of the Member. Any assessment not paid when due shall be deemed delinquent. Any assessment not paid within thirty (30) days after the due date shall bear interest from the date of delinquency at a rate of ten percent (10%) per annum. In addition, the Association may bring an action at law against the Owner personally obligated to pay the delinquent assessment or foreclose the lien against the property, and any interest, costs or reasonable attorney's fees related to the collection of said delinquent assessment. No Owner or Member may waive or otherwise escape liability for the assessments provided in the Declaration or these By-Laws by nonuse or abandonment of the Building Site.

ARTICLE XII

CORPORATE SEAL

The Association shall not have a corporate seal, and the lack of said shall not affect the validity of any acts.

ARTICLE XIII

AMENDMENTS

SECTION 1. These By-Laws may be amended by vote of the

majority of a quorum of Members present or by proxy at any regular or special meeting of the Members.

SECTION 2. In the event of any conflict between the Declaration and these By-Laws or the Articles, the Declaration shall control. If any conflict arises between the Articles of Incorporation and these By-Laws, the Article shall control.

ARTICLE XIV

FISCAL YEAR

The fiscal year of the Association shall begin the 1st day of January and end on the 31st day of December of every year; however, the first fiscal year shall start on the day of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of the BARTON VALE HOMEOWNER'S ASSOCIATION, INC., have hereunto set our hands this 16th day of February, 1994.

James L. Barton, President

John Barton - Vice President

CHARTER AND ARTICLES OF INCORPORATION OF BARTON VALE HOMEOWNER'S ASSOCIATION, INC.

The undersigned natural person, having capacity to contract, and acting as the Incorporator of a non-profit corporation under and filed pursuant to the Tennessee Non-Profit Corporation Act, adopts the following Charter for such corporation, which is not-for-profit.

ARTICLE I

The name of the corporation is BARTON VALE HOMEOWNER'S ASSOCIATION, INC., hereinafter called the "ASSOCIATION", a non-profit corporation that is incorporated in the State of Tennessee and is for the mutual benefit of present and future Homeowners in Barton Vale subdivision, Davidson County, Tennessee.

ARTICLE II

The initial registered office and principal office of the association is located in Davidson County, Tennessee and the association's address for the said principal office is 214 Second Avenue North, Suite 400, Nashville, Tennessee 37201 or any other place in the State of Tennessee designated by the Association's Board of Directors.

ARTICLE III

James L. Barton, whose address is 264 Richbriar Road, Nashville, Tennessee 37211 is hereby appointed the

Initial Registered Agent of the Association.

ARTICLE IV

The Association does not contemplate pecuniary gain or profit from the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residential building sites and common areas and easements appurtenant thereto within the certain tract of property described in Exhibit "A" attached hereto.

And to promote the health, safety and welfare of the residents within the described property, and any additions thereto, as may hereafter be brought within the jurisdiction of the Association.

ARTICLE V

To carry out the purposes of the association, it shall have the authority, power and responsibility to:

(1) Possess and to exercise any and all powers, rights and privileges which a non-profit corporation organized under the Tennessee General Corporation Act of the State of Tennessee by law may now or hereafter exercise.

(2) 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 the Register of Davidson County, Tennessee, and as the same may be amended from time to time as provided therein, as if set forth at length.

(3) Acquire by gift, purchase or otherwise, and to 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.

(4) 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.

(5) Participate in mergers and consolidations with other non-profit 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.

(6) 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.

(7) 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.

ARTICLE VI

Every person or entity who is a record Owner of a fee or undivided fee interest in any Building Site is subject to covenants or assessments by the Association, including contract sellers, and shall be a member of the Association. The membership shall be appurtenant to and may not be separated from any Building Site giving rise to the membership and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any

way, except upon the transfer of title to said Building Site, and then only to the transferee of title to said Building Site. Ownership of a said Building Site shall be the sole qualification for membership in the Association; however, the foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

ARTICLE VII

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 its successors and assigns acquiring two or more Building Sites for the purpose of developing residential homes, and shall be entitled to one (1) vote for each Building Site owned. When more than one person is the owner of a Building Site, all such persons shall be Members. The vote for such Building Site shall be exercised as they determine among themselves, but in no event shall more than one vote be case for any Building Site. The vote for each Building Site must be case as a unit and fractional votes will not be allowed. If any Owner or Owners cast a vote representing a certain Building Site, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent for all other Owners.

Class B - Class B membership shall be the Declarant and its successors and assigns acquiring two or more Building Sites for the

purpose of residential housing as defined in the Declaration of Covenants, Conditions and Restrictions for Barton Vale, and shall be entitled to three (3) votes for each Building Site owned. Class B membership shall cease and be converted to Class A membership on the happening of one (1) of the following events, whichever occurs first:

(1) When the total outstanding votes in Class A membership equal the total outstanding votes in the Class B membership, or

(2) Seven (7) years from and after the date of recordation of the Declaration of Covenants, Conditions and Restrictions for Barton Vale.

(3) Whenever the Declarant by written instrument terminates and relinquishes Class B status and agrees to accept Class A status for each Building Site then owned by Declarant.

ARTICLE VIII

The duration of Barton Vale Homeowner's Association, Inc. shall be perpetual.

ARTICLE IX

The affairs of the Association shall be managed by a Board of Directors, who may or may not be Members of the Association. The initial number of Directors shall be three (3) and shall serve as Directors until the first annual meeting of the Association. From and after the first annual meeting of the Association, the number of Directors shall be five (5). The names and addresses of the initial persons who are to act or serve in the capacity of

Directors until the selection of their successors are:

NAME	ADDRESS
James L. Barton	264 Richbriar Road, Nashville, TN 37211
John P. Barton	308 Brentwood Place, Nashville, TN 37211
Richard J. Bell	750 Old Hickory Blvd., Building One, Suite 220, Brentwood, TN 37027

The number of Directors may be changed by amendment of the By-Laws of the Association. At the first annual meeting of the Association, the Members shall elect two Directors for a term of one year and three Directors for a term of two years, and at each annual meeting thereafter, the Members shall elect Directors for a term of two years.

ARTICLE X

Amendments of these Articles of Incorporation shall require the assent of seventy-five percent (75%) of the entire membership of the Association.

ARTICLE XI

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 the Association was created. In the event that such dedication is refused, such assets

shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XII

As long as there is Class B membership in the Association, the following actions shall require the prior approval of the Federal Housing Administration or the Veterans Administration:

(1) Annexation of additional properties.

(2) Mergers and consolidations.

(3) Dedication of Common Area.

(4) Dissolution and amendments of these Articles.

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IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Tennessee, I, the undersigned, constituting the Incorporator of the Association, have executed this Charter and Articles of Incorporation of Barton Vale Homeowner's Association, Inc., this 10th day of February 1994.

James L. Barton, President

Incorporator
Barton Development Corp.
214 Second Avenue, North, Suite 400
Nashville, TN 37201

17007
IDENTIF. & REFERENCE

94 FEB 10 AM 10:46
FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN.