This Instrument Prepared By:
Corbett, Crockett & Van Slyke
Suite 1050 American Center
3100 West End Avenue
Nashville, Tennessee 37203

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LONG HUNTER CHASE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and entered into as of the 25th day of July, 1994, by **JCH Development Company, Inc.** and **Barry Construction Co.**, hereinafter referred to individually as a "Joint Declarant" or "Developer" and collectively as the "Joint Declarants" or "Developers".

W I T N E S S E T H:

WHEREAS, the Joint Declarants are the owners and developers of certain real property known as the Long Hunter Chase Subdivision which is located in Davidson County, Tennessee ("Long Hunter Chase Subdivision" or the "Subdivision"), each of the Joint Declarants being the owner of certain Phases and Sections of the Property;

NOW, THEREFORE, the Joint Declarants hereby declare that the real property described in Article I hereof is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes re referred to herein as the "Covenants, Conditions and Restrictions" or as the "Restrictions") hereinafter set forth which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding upon all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors or assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
PROPERTIES SUBJECT TO THIS DECLARATION

Section 1.01. Description of Property. The portion of the Long Hunter Chase Subdivision which shall be held, transferred, sold, conveyed and occupied subject to this Declaration is Phase 2 Section 1 of the Property and is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference. The Property is also described on a Plat of Record in Plat Book 7900, Pages 763 and 764, Register's Office for Davidson County, Tennessee (the "Plat"). The Joint Declarants hereby subject such property to this Declaration and to the jurisdiction of the Association.

Section 1.02. Additional Properties. The Joint Declarants hereby reserve the right in their sole discretion to subject other real property, adjacent to or in close proximity to that described in Section 1.01, to these Restrictions in accordance with the provisions of Article VIII hereof, in order to extend the scheme of this Declaration to other property to be developed and thereby to bring such additional properties within the jurisdiction of the Association. Any such property so annexed will be within that property described on Exhibit "C" hereto.

ARTICLE II
DEFINITIONS

Section 2.01. "Association" shall mean and refer to the Long Hunter Chase Homeowners Association, and its successors or assigns. The Bylaws of the Association are attached hereto as Exhibit "B".

Section 2.02. "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 an interest merely as security for the performance of an obligation, unless and until such person has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 2.03. "Property" or "Properties" shall mean and refer to that certain real property described in ARTICLE I of these Declarations, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 2.04. "Common Area(s)" shall mean those areas specifically designated as such, or as open space, on the recorded subdivision plat or plats, and those areas designated as private access easements and public drainage easements which provide access, either primary or secondary, from a public street to more than one Lot. The easement rights reserved by the Joint Declarants in those private access easements shall belong to the Association to be administered by the Association for the benefit, and at the expense of, those owners benefiting directly therefrom. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described on the Plat and shall mean all areas on the Plat not consisting of the Lots, public rights-of-way or easements.

Section 2.05. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties with the exception of the Common Area and shall include all improvements thereon.

Section 2.06. "Joint Declarant" or "Joint Developer" shall mean and refer to either JCH Development Company Inc. and/or Barry Construction Co. and/or their successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from either Joint Declarant for the purpose of development. Each Joint Declarant shall be responsible and obligated hereunder as a Joint Declarant only for those phases or sections of the Properties owned and/or being developed by such Joint Declarant; provided, however, that both Joint Declarants shall be jointly responsible and obligated hereunder for the maintenance of the entrances and areas surrounding the entrances to the Properties, until the responsibility for such maintenance is assumed by the Association.

ARTICLE III
PROPERTY RIGHTS

Section 3.01. 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 to every Lot, subject to the following provisions:

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

(b) The right of the Association to suspend the voting rights and right of 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 sixty (60) days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of Members agreeing to such dedication or transfer has been recorded. If ingress or egress to any residence is through the Common Area, any dedication or transfer of such area is subject to such Lot Owner's easement;

(d) The right of the Association to reasonably limit the number of guests of Members or persons outside the Member's immediate family who reside on a Lot;

(e) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities

and in aid thereof to mortgage said property, and the rights of such mortgagee in said Properties shall be subordinate to the rights of the homeowners hereunder. No such encumbrance of the Common Area shall be effective until at least one lot is sold and unless an instrument signed by two-thirds (2/3) of each class of Members agreeing to such mortgage has been recorded. If ingress or egress to any residence is through the Common Area, any encumbrance of such area is subject to such Lot Owner's easement.

(f) The right of the Association to adopt, publish and enforce rules and regulations as provided in Article X hereof.

Section 3.02. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, 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.

Section 3.03. Title to the Common Area. Each Joint Declarant hereby covenants for itself and its successors and assigns, that it will convey fee simple title to the Common Area, in Phases and Sections owned and/or being developed by such Joint Declarant, to the Association, free and clear of all encumbrances and liens, except utility and storm drainage easements. One Joint Declarant shall have no liability for any breach of this Covenant by any other Joint Declarant.

Section 3.04. Parking. There shall be parking for at least two (2) automobiles upon each Lot.

Section 3.05. TV Antennas and Cablevision. The Association may provide one or more central television antennas or satellite dishes to be located in the Common Area for the convenience of the Members and may supply cablevision and the cost of these may be included in annual or special assessments.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

Section 4.01. Membership. Every Owner of a Lot which is subject to assessment shall be a Member of the Association ("Member"). Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 4.02. Classes of Members. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners with the exception of the Joint Declarants and shall be entitled to one (1) 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 among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Members shall be the Joint Declarants and each Joint Declarant shall be entitled to three (3) votes for each Lot owned by such Joint Declarant. 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 Class A membership equals the total votes outstanding in Class B membership, but provided that the Class B membership shall be reinstated if thereafter and before the time stated in subparagraph (b) below, additional lands are annexed to the Properties without the assent of Class A Members on account of the development of such additional lands by either of the Joint Declarants, as provided for in Article VIII, Section 8.02, below and as a result thereof the total votes outstanding in Class A membership are less than the total votes outstanding in Class B membership; or

(b) On December 31, 2004.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 5.01. Creation of the Lien and Personal Obligation for Assessments. The Joint Declarants, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such person's

successors in title unless expressly assumed by them, but shall, nevertheless, continue to be a charge against the property until paid.

Section 5.02. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and in particular for the acquisition, improvement and maintenance of the Common Areas, including, without limitation, the maintenance, repair and reconstruction of private streets, driveways, walks, recreational facilities and parking areas situated on the Common Area, such maintenance to include the cutting and removal of weeds and grass, the removal of trash and rubbish or any other maintenance of the Common Area, including but not limited to the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes and public assessments assessed against the Common Area, the procurement and maintenance of insurance in accordance with this Declaration, the employment of attorneys to represent the Association when necessary, the provision of adequate reserves for the replacement of capital improvements including, without limiting the generality of the foregoing, paving, and any other major expense for which the Association is responsible, and such other needs as may arise.

Section 5.03. Reserves. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the common areas and those other portions of the Properties which the Association may be obligated to maintain. Such reserve fund is to be established out of regular assessments for common expenses.

Section 5.04. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be Two Hundred Fifty Dollars and No/100 ($250.00) 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 effective January 1 of each year without a vote of the membership by up to ten percent (10%) of the previous year's assessment.

(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 the increase permitted in Section 5.04(a) above 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 such purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in

advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Charter of Incorporation.

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

Section 5.05. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, and in connection with exterior maintenance, including fixtures and personal property related to any such capital improvement, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for such purpose, a "proxy" being defined as any instrument which contains an appointment of a person to represent the respective Member and to act for him at the meeting so called. Notwithstanding the foregoing, so long as there is a Class B membership, no structures (including but not limited to clubhouse, tennis court, swimming pool, and/or similar facilities) shall be constructed on the Common Areas.

Section 5.06. Notice and Quorum for Any Action Authorized Under Sections 5.04 and 5.05. Written notice of any meeting called for the purpose of taking any action authorized under Section 5.04 or 5.05 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5.07. Uniform Rate of Assessment. Both annual and special assessments shall, except as herein otherwise specifically provided, be fixed at a uniform rate for all Lots and shall be collected on a monthly or such other basis as is determined by the Association's Board of Directors; provided, however, that all such Lots owned by the Joint Declarants are expressly exempt from assessment until ninety (90) days after such Lot has been improved with a completed residence, and all Lots sold by either Joint Declarant to a builder for purposes of improvement and resale shall be exempt from assessment until the earlier to occur of (a) ninety (90) days after such Lot has been improved with a completed residence, or (b) such Lot (whether

improved or unimproved) is sold by such builder to another party. So long as there is a Class B membership, each Joint Declarant shall be responsible for paying all shortfalls in the cost and expenses incurred by the Association for the purposes described in this Article not covered by assessments from the other owners relating to those phases and sections of the Properties owned and/or being developed by such Joint Declarant. As between the Joint Declarants, responsibility for paying any such shortfalls shall be allocated based on the number of Lots owned by each which are subject to this Declaration, and each Joint Declarant agrees to pay the percentage of such shortfall that the number of such Lots owned by such Declarant bears to the aggregate number of Lots owned by the Joint Declarants which are subject to this Declaration. Only for the purposes of making the foregoing calculations, any Lot or Lots which have been sold by a Joint Declarant to a builder and is or are exempt from assessment under the terms hereof, shall during the period of such exemption be considered to be owned by the Joint Declarant who sold such Lot or Lots to such builder. Notwithstanding, the foregoing, however, both Joint Declarants shall be jointly responsible for paying all shortfalls in the costs and expenses incurred by the Association relating to the maintenance of the entrances and/or the area surrounding the entrances of the Properties. Lots owned by Class A Members shall be subject to the annual assessment determined by the Board of Directors.

Section 5.08. 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. Such annual assessments shall be paid ratably on a monthly basis, or upon such other basis as shall be determined by the Board of Directors. 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, only upon demand by a Lot Owner or Lender, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 5.09. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate permitted by law on the date the assessment became due. The Association may bring an action at law against the Owner personally obligated to pay the same and/or may foreclose the lien against the property and in either event interest, costs and reasonable attorney's fees of any such action shall be added to the assessment. 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.

($1.00) paid in cash, receipt of which is acknowledged, the Owners, their heirs, successors, administrators, and assigns, hereinafter referred to as Trustors, hereby transfer and convey unto Wesley D. Turner, Trustee, whose residence address is Williamson County, Tennessee, his successors and assigns, their respective Lots and/or Residential Units with the appurtenances, estate, title and interest thereto belonging upon the use and trusts set forth in this paragraph.

If the Trustor shall pay the Assessments when due, then this trust conveyance shall be of no further force or effect with respect to such Trustor's Lot and/or Residential Unit. If the Assessments with respect to any Lot or Residential Unit are not paid promptly when due, this trust conveyance shall remain in full force and effect and the said Trustee, or his successor in trust, is hereby authorized and empowered upon giving twenty (20) days notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said Lot and/or Residential Unit at the front door of the Courthouse in said County to the highest bidder for cash, at public outcry, free from the statutory right of redemption, the right of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived and the said Trustee or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Association is authorized and empowered to bid at any sale hereunder. The Association may, at any time after default in the payment of any Assessment, enter and take possession of said property and shall only account for the net rents actually received by it. It is further agreed that, in the event the Association fails, before instructing Trustee to sell said Lot and/or Residential Unit, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In the case of sale hereunder, the proceeds will be applied by the Trustee as follows:

(1) First, to the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien as herein provided, including reasonable attorney's fees and expenses incurred for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien;

(2) Second, to the payment of all taxes which may be unpaid with respect to such Residential Unit;

(3) Third, to the payment of all unpaid Assessments with respect to such Residential Unit;

(4) Fourth, the residue, if any, will be paid to the Owner of such Residential Unit, or his representative or assigns.

(4) Fourth, the residue, if any, will be paid to the Owner of such Residential Unit, or his representative or assigns.

In the case of death, absence, inability, or refusal to act of said Trustee at any time when action under the foregoing power and trust may be required or for any other reason, the Association is hereby authorized and empowered to name and appoint a successor to the Trustee by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to the above named Trustee shall be vested in said successor.

Section 5.10. Subordination of the Lien to Mortgages and Ad Valorem Taxes. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust and ad valorem taxes. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage, deed of trust or tax 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 such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 5.11. Working Capital Fund. At the time of closing of the sale of each Lot which has been improved with a completed residence, a sum equal to the greater of (i) two monthly assessments for each Lot or (ii) seventy-five dollars ($75.00) shall be collected and transferred to the Association to be held as a working capital fund. The purpose of said fund is to insure that the Association Board will have adequate cash available to meet unforeseen expenses, and to acquire additional equipment or services deemed necessary or desirable. Amounts paid into the fund shall not be considered advance payment of regular assessments.

ARTICLE VI
EXTERIOR MAINTENANCE

In the event an Owner of any Lot within the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors the Association, after approval by a two-thirds (2/3) vote of the Board of Directors shall have the right, through its agents and employees or through others, to enter upon said parcel and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon, and shall incur no liability to any person or party therefor. Each Owner hereby agrees, with respect to such Owner's Lot, to release, indemnify, and hold harmless the Association, the Joint Declarants, and their respective agents and employees from any liability arising from or during the exercise of the rights herein granted. The cost of such

ARTICLE VII
ARCHITECTURAL CONTROL

Section 7.01. Approval Requirement. No building, fence, wall, residence or any other structure or improvement shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to, and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography, by the Declarant who owns and/or is developing the Phase or Section of the Property upon which such structure or improvement is contemplated. In no event shall any fence or wall extend outward toward a side lot line beyond an imaginary line from the front and rear corners of the house to the rear and front lines of each Lot unless approved in advance by such Declarant or the applicable architectural review committee. No fence or wall of any nature may be extended toward the front property line beyond the rear of the residences, except on corner lots and then only with the advance written approval of the applicable Joint Declarant, or Architectural Control Committee, as appropriate. After the Declarant shall have conveyed title to all Lots, architectural control shall be vested in the Board of Directors, or in an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. In the event said Declarant, Board, or Board's designated committee, as the case may be, 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. Prior to delivery of architectural control to the Board of Directors, the Declarant may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning or subdivision regulations.

Section 7.02. Building Materials. The exterior building material of all structures shall extend to ground level and shall be either brick, stone, wood, vinyl, aluminum or masonite siding, stucco, brick veneer or stone veneer, or a combination of same. Notwithstanding the above, all residences on any portion of the Properties owned by Barry Construction Co. shall have a minimum of eighty percent (80%) brick construction on the front and sides of each home, inclusive of windows and doors. However, the Joint Declarants recognize that the appearance of other exterior building materials (such as stucco-type material, e.g., Dryvit) may be attractive and innovative, and reserves the right, until architectural control is vested in the Board of Directors, to approve in writing the use of other exterior building materials. Brick, outside color (including trim color), and roof color must be approved by the Joint Declarant developing the applicable Phase or Section of the Properties. In all events, upon any Phase or Section being developed by Barry Construction Co., foundations must be either brick, Dryvit (or another system of similar nature), or siding (in rear only), to grade.

Section 7.03. Minimum Floor Areas.

(a) Upon any Phase or Section of the Subdivision being developed by JCH Development Company, Inc., the ground floor area of a one-story house shall be a minimum of 1,000 square feet; provided, however, that no such single story residence having a ground floor area of less than 1,200 square feet shall be constructed on any Lot unless the Owner thereof shall have obtained prior written approval of the plans and specifications therefor from JCH Development Company, Inc. or from the applicable Architectural Control Committee, which approval may be given or withheld in the absolute and uncontrolled discretion of JCH Development Company, Inc. or such Architectural Control Committee. Any such approval in any one instance shall not be construed to require such approval in any other instance. Any residence other than a single story residence in any such Phase or Section must have total square footage of not less than 1,200 square feet. JCH Development Company, Inc. or the applicable Architectural Control Committee, as applicable, may in their sole and uncontrolled discretion establish minimum square footages greater than the above for any Phase or Section developed by it, or for any residence on any Lot in any such Phase or Section.

(b) Upon any Phase or Section of the Subdivision being developed by Barry Construction Co., the ground floor area of a one story house shall be a minimum of 1,200 square feet. The total floor area of a one and one-half story house shall be a minimum of 1,650 square feet. The total floor area of a two story house shall be a minimum of 1,600 square feet.

(c) In computing any of the square footages referred to in subsections (a) and (b) above, finished and/or unfinished basement areas, garages, bonus rooms over garages, any carports permitted by the applicable Joint Declarant or Architectural Control Committee, open or screened porches, terraces, patios and driveways shall not be included. However, bonus rooms over basements may be considered in computing floor areas if such is approved in writing by the applicable Joint Declarant, in such Joint Declarant's sole discretion.

Section 7.04. Landscaping/Driveways/Sidewalks/Patios. After the construction of a residence, the Lot Owner shall immediately grade, seed and straw that portion of the Lot between the front and street side walls of the residence and the pavement of any abutting streets and install foundation landscaping in keeping with the character of the surrounding Lots. All driveways, sidewalks and patios shall be made of exposed aggregate concrete, except that a Joint Declarant, and a Joint Declarant only, may approve the use of asphalt on certain Lots due to

their size and length of the driveways, which approval must be obtained from the Joint Declarant developing the applicable Phase or Section in writing prior to installation of the driveway.

Section 7.05. Mail and Paper Boxes/Hedges. No mailbox, paper holder or hedge shall be placed or planted on any Lot unless its design and placement or planting are approved in writing by the applicable Joint Declarant developing such Lot, the Board of Directors of the Association, or an Architectural Control Committee, as provided for herein. With respect to Phases and Sections being developed by Barry Construction Co., such Joint Declarant will require and designate that a standard design mailbox be placed on all Lots.

Section 7.06. Drainage. Drainage of each Lot shall conform to the general drainage plans for the Properties.

Section 7.07 Garages/Ancillary Structures. Upon any Phase or Section of the Properties being developed by Barry Construction Co., each residence shall have an attached two (2) car garage, or a basement with a minimum two (2) car garage. There shall be no carports, detached garages, or one (1) car garages unless specifically approved by Barry Construction Co., the Board of Directors of the Association or an Architectural Control Committee as provided for herein.

Section 7.08. Rights of Metropolitan Government for Maintenance. In the event that the Association shall at any time fail to maintain the Common Area in reasonable order and condition in accordance with the adopted Master Plan approved by the Metropolitan Government of Nashville and Davidson County, the Zoning Administrator of the Metropolitan Government of Nashville and Davidson County may serve written notice upon the Association and/or the Owners and residents of the Properties and hold a public hearing. After thirty (30) days when deficiencies of maintenance are not corrected, the Zoning Administrator may call upon any public or private agency to maintain the Common Area for a period of one (1) year. When the Zoning Administrator determines that the Association is not prepared for the maintenance of the Common Area, such agencies shall continue the maintenance for yearly periods in the absence of the maintenance by the Association.

Section 7.09. Builders/Model Homes. In the event any residence is constructed by a Builder other than a Joint Declarant, prior to commencement of construction the Builder or Owner must submit to the Joint Declarant developing the Phase or Section in which such residence is to be constructed, complete plans and specifications (which shall include foundation plan, floor plan, landscape plan and elevations for front, rear and all sides of residence, exterior paint color, brick, type of roof), for the proposed construction. No construction shall commence unless and until plans and specifications are approved in writing by such Joint Declarant.

residence is to be constructed, complete plans and specifications (which shall include foundation plan, floor plan, landscape plan and elevations for front, rear and all sides of residence, exterior paint color, brick, type of roof), for the proposed construction. No construction shall commence unless and until plans and specifications are approved in writing by such Joint Declarant. Approval or disapproval shall be in Joint Declarant's sole and absolute discretion. Actual consideration must be in compliance with the approved plans and specifications. No deviation from the approved plans and specifications shall be allowed without the prior written approval of Declarant. Approval of these plans and specifications by such Joint Declarant or Committee shall constitute acceptance of all plans and specifications by such Joint Declarant or Committee for any future home construction by such builder that is not a material alteration of the plans and specifications submitted earlier. Notwithstanding the foregoing, such approval shall at all times be required for landscaping, exterior paint color, brick, or siding (if applicable), and type of roof.

Section 7.10. Signs. Other than as agreed in writing by both initial Joint Declarants, each initial Joint Declarant shall be permitted to place one sign at each entrance to the subdivision, or to designate a sign to be so placed. Any such sign may designate or list thereon one or more builders who are building or who anticipate building in the subdivision. No other signs shall be placed at such entrances.

ARTICLE VIII
ANNEXATION OF ADDITIONAL PROPERTIES

Section 8.01. Annexation by Vote. Annexation of additional property, except as provided in Section 8.02 hereof, shall require the assent of two-thirds (2/3) of the Class A membership and two-thirds (2/3) of the Class B membership, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of Members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership are not present in person or by proxy, Members not present may give their written assent to the action taken thereat.

Section 8.02. Annexation without Vote. If within ten (10) years of the date of incorporation of the Association, either Joint Declarant should develop additional land, as

Section 8.03. Annexation Procedure. Annexation of additional Properties shall be accomplished by recording in the Office of the Davidson County Register of Deeds a Declaration of Annexation, duly executed by a Joint Declarant if a Joint Declarant has the right to annex pursuant to Section 8.02 above (and by the Association if pursuant to Section 8.01 above), describing the lands annexed and incorporating the provisions of this Declaration, either by reference or by fully setting out said provisions of this Declaration. The additional lands shall be deemed annexed to the Properties on the date of recordation of the Declaration of Annexation, and in the case of an annexation by a Joint Declarant, no action or consent on the part of the Association or the other Joint Declarant or any other person or entity shall be necessary to accomplish the annexation. Subsequent to recordation of the Declaration of Annexation the applicable Joint Declarant shall deliver to the Association one or more deeds conveying to the Association any common areas within the annexed property.

ARTICLE IX
INSURANCE

Section 9.01. General Provisions. Insurance coverage on the Properties shall be governed by the following provisions:

(a) **Ownership of Policies.** All insurance policies upon the Common Areas shall be purchased by the Association for the benefit of the Association and the Members and their mortgagees as their interests may appear, and provision may be made, upon request, for the issuance of certificates or mortgagee endorsements to the mortgagees of Owners. Owners and Members shall be responsible for insurance coverage at their own expense upon their own lots and property.

(b) **Coverage.** All buildings and improvements and all personal property included in the Common Areas and facilities shall be insured in an amount equal to one hundred percent (100%) insurable replacement value as determined annually by the Association with the assistance of the insurance company providing coverage. Such coverage shall provide protection against:

(i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(ii) Such other risks as from time to time shall be customarily covered with respect to buildings on the land.

(iii) Such policies shall contain clauses providing for waiver of subrogation.

(c) **Liability.** Public liability insurance shall be secured by the Association with limits of liability of no less than One Million Dollars ($1,000,000) per occurrence and shall include an endorsement to cover liability of the Owners as a group to a single Owner. There shall also be obtained such other insurance coverage as the Association shall determine from time to time to be desirable and necessary.

(d) **Premiums.** Premiums for insurance policies purchased by the Association shall be paid by the Association and charged to the Owners as an assessment according to the provisions of Article V above.

(e) **Proceeds.** All insurance policies purchased by the Association shall be for the benefit of the Association and the Owners and their mortgagees as their interests may appear, and shall provide that all proceeds thereof shall be payable to the Association as insurance trustee under this Declaration. The sole duty of the Association as insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the benefit of the Association and Owners and their mortgagees as their interests may appear.

Section 9.02. Distribution of Insurance Proceeds. Proceeds of insurance policies received by the Association as insurance trustee shall be distributed in the following manner:

(a) **Expense of the Trust.** All expenses of the insurance trustee shall be first paid or provision made therefor.

(b) **Reconstruction or Repair.** The remaining proceeds shall be paid to defray the cost of repairs. Any proceeds remaining after defraying such cost shall be distributed as determined by the Association's Board of Directors.

Section 9.03. Fidelity Insurance or Bond. All persons responsible for or authorized to expend funds or otherwise deal in the assets of the Association or those held in trust, shall first be bonded by a fidelity insurer to indemnify the Association for any loss or default in the performance of their duties in an amount equal to three (3) months assessments plus reserves accumulated.

ARTICLE X
USE RESTRICTIONS

In order to provide for an orderly plan of construction and development, and to protect the common interests of the Lot Owners, the following listed restrictive covenants are hereby agreed upon and shall be covenants running with the land and shall be binding upon the Joint Declarants and all subsequent Owners thereof, in any capacity whatsoever.

Section 10.01. Rules and Regulations. The Board of Directors of the Association shall have the power to formulate, publish and enforce reasonable rules and regulations concerning the use and enjoyment of the yard space of each Lot and the Common Areas. Such rules and regulations may provide for imposition of fines or penalties for the violation thereof, or for the violation of any of the covenants and conditions contained in this Declaration.

Section 10.02. Use of Properties. No portion of the Properties (as set out herein) shall be used except for residential purposes and for purposes incidental or accessory thereto. Notwithstanding the foregoing, or any other provision of this Declaration, either Joint Declarant, or a builder to whom either Joint Declarant has sold Lots, shall have the right to place on any Lot a sales and/or construction trailer and to establish in any residence or other building completed on any Lot a sales office with appropriate signs, and any such sales or construction trailer or building may continue to be used until the complete sales promotion and sale of all Lots developed by such Joint Declarant, and all residences constructed on the Properties to be sold by such Joint Declarant or builder, as the case may be, have occurred.

Section 10.03. Quiet Enjoyment. No noxious or offensive activity shall be carried on upon the Properties, nor shall anything be done which may be or may become a nuisance or annoyance to the neighborhood.

Section 10.04. Animals. No poultry, livestock or other animal shall be maintained on any Lot, except that dogs or cats may be kept upon the Lots as pets only; provided that, they shall not be kept, bred or maintained for sale or any other commercial use or purpose, and provided that, within Phases or Sections owned or developed by JCH Construction Company, Inc., no Owner shall keep or maintain more than a total of two (2) dogs or cats, or any combination thereof, on his Lot at any time. Within Lots or Phases owned or developed by Barry Construction Co., no Owner shall keep or maintain more than a total of three (3) dogs or cats, or any combination thereof, on his Lot at any time. All pets permitted hereunder shall be at all times be confined to the Lot occupied by the Owner of such pet and shall be subject to the leash laws and ordinances of the Metropolitan Government of Nashville and Davidson County.

Section 10.05. Structures. Only one residential structure shall be constructed on any one Lot, and no such residential structure shall be designed, constructed or used for more than one family, all duplexes or multi-unit buildings being expressly prohibited. No house may be moved onto any Lot.

Section 10.06. Resubdivision. No Lot may be resubdivided, except that two Lots may be combined to make one Lot, unless approved by the Metropolitan Planning Commission.

Section 10.07. Swimming Pools. In the event that a swimming pool is installed on any Lot, a minimum four (4) foot high privacy fence shall be installed around such pool for safety. There shall be no above-ground pools installed on any Lot. All pools and fences proposed for construction must be approved by the appropriate Joint Declarant or Architectural Review Committee, as applicable.

Section 10.08. Antennas. The installment of large antennas, such as Ham Radios with anchor cables or T.V. antennas, shall be prohibited on any Lot unless expressly permitted by the Association under Section 3.05 hereof.

Section 10.09. Light Poles. The installation of outside light poles over 15 feet in height is prohibited on any Lot.

Section 10.10. Ancillary Structures. No trailer, basement house, tent, detached garage, barn, gazebo, or other similar building shall be erected or used on any Lot, except as permitted by Section 10.02 hereof.

Section 10.11. Setback lines. No building shall be constructed or maintained on any Lot nearer the front of the Lot than the setback line, as shown on the recorded Plat; provided, however, open porches, and either covered or uncovered steps or terraces, shall be permitted to extend in front of the setback line, so long as they do not encroach on any easements and the remaining portion of the structure does not violate the setback line. No building shall be located nearer to any side Lot than the setback line as shown on the recorded plat. No air conditioner pads or utility meters shall be permitted on the front side of any building. In addition, no air conditioner pads or utility meters shall be permitted on any other side of any building which fronts on a street unless specifically approved in writing by the applicable Joint Declarant or Architectural Control Committee. Air conditioner pads may extend over the setback line of any side of a building which does not front on a street; provided however, that they do not encroach on any utility or drainage easements as shown on the recorded Plat. Notwithstanding the above, in no event shall any structure on any lot violate any applicable building codes or regulations.

Section 10.12. Driveways and Culverts. Each Lot must be accessible to a street by a driveway or private right-of-way suitable for such purposes before the residential structure located on any such Lot may be occupied or used. No Owner may block any drainage ditch (including road ditches). All driveways shall be paved with exposed aggregate concrete.

Section 10.13. Highway Department. All Owners of Lots in the subdivision shall consult with the appropriate Planning, Traffic or Highway Commission or Department, as applicable, before the installation of any driveway, culvert or other structure within the dedicated roadway. Any such placement or construction shall be done in accordance with the rules and regulations of said Department or Commission.

Section 10.14. Fences, Walls, Hedges and Utility Meters. No fence or wall shall be placed, or permitted to remain, on any Lot nearer to the street or streets adjoining such Lot than is permitted for the main residence on such Lot, except for decorative subdivision entry fences. All fences constructed on any Lot must be constructed of materials approved by and must comply with all requirements of, the applicable Joint Declarant or Architectural Control Committee, and with any additional requirements set forth elsewhere herein. In Phases and/or Sections owned or being developed by Barry Construction Co., no chain link fences shall be allowed on any Lot. In Phases and/or Sections owned or being developed by JCH Construction Company, Inc., no chain link fences shall be permitted on the front side of any building or any other side of any building which fronts on a street.

Section 10.15. Sight Distance at Intersections. No fence, wall, hedge, or shrub planting that obstructs sight lines at elevations four (4) feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. The foliage line of trees located within such distances of intersections shall be maintained by the Owner of the Lot upon which the tree is located to meet the sight line requirements set forth above.

Section 10.16. Water and Sewer. No residence shall be maintained on any Lot unless the same be connected with and served with water from the appropriate water supply mains and connected with the appropriate sewer mains.

Section 10.17. Detached Structures. There shall not be permitted to be constructed or maintained on any Lot any servants house or room, or detached storage facility.

Section 10.18. Maintenance. The Joint Declarants or their assigns, including the Association, reserve the right to enter upon any Lot for the purpose of cutting grass and cleaning up such Lot, if the same be reasonably required, charging the expense thereof to the Owner of such Lot, which shall become a lien thereon. Each Owner hereby agrees, with respect to such Owner's Lot, to release, indemnify and hold harmless the Joint Declarants, the Association, the Board of Directors, and their respective agents and employees from any liability arising from or during the exercise of the rights herein granted.

Section 10.19. Signs. No signs of any character shall be allowed on any Lot except one sign of not more than five (5) square feet advertising the Lot or residence thereon for sale or rent; provided, however, that the Joint Declarants and any other person or entity engaged in the construction and sale of residences within the property shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs larger than five (5) square feet, offices, storage areas, and model units.

Section 10.20. Trucks, Buses and Trailers. Upon any Phase or Section of the Properties being developed by Barry Construction Co., no trailer (including without limitation house trailers, boat trailers or camper trailers), truck (other than a standard passenger truck), bus, commercial vehicle, camper trailer, camping vehicle, mobile home or boat shall be parked or kept on any Lot at any time unless housed in a garage or basement. Upon any Phase or Section of the Properties being developed by JCH Development Company, Inc., no such trailer, truck (other than a standard passenger truck), bus, commercial vehicle, camper trailer, camping vehicle or mobile home shall be parked or kept on any Lot at any time unless housed in a garage or basement. With respect to all Lots upon the Properties, no vehicle which is inoperable shall be parked or kept on any Lot (except in the garage) or on any street. In no event shall any trailer, boat, truck, bus, or other vehicle be parked on any street in the Properties, except for vehicles of guests or visitors to a Lot, which may be parked on the street for a short period while visiting a Lot. Notwithstanding the foregoing, the non-recurrent temporary parking by visitors to an Owner of any recreational vehicle or boat shall be allowed for a period of up to seven (7) days.

No vehicles of any type shall be permanently or semi-permanently parked on the Properties or in the vicinity of any residence or in the Common Area for the purpose of accomplishing repairs thereto, or the reconstruction thereof, except as permitted by the rules and regulations of the Association. The restriction shall also apply to all vehicles not in operating condition, regardless of whether or not such vehicles are being operated.

Section 10.21. Prohibited Activities. No professional, business or commercial activity to which the general public is invited shall be conducted on any Lot.

Section 10.22. Satellite Antenna Systems. No satellite antenna system, dish or earth station shall be located on any Lot, other than a satellite dish measuring not more than twenty-four inches (24") in diameter and located on the back side of a roof.

Section 10.23. Removal of Dirt/Rubbish. The digging of dirt, soil, rock, gravel or the removal thereof from any Lot is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon. No part of any Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, except that a Joint Declarant or other builders may store or dispose of building debris from construction of or on the Lots. Trash, garbage or other waste, pending removal, shall not be kept except in sanitary containers, and shall not be kept in front of a residence or in any other place which would be detrimental to the appearance of the premises or the health of the community, except to conform to the requirements of applicable governmental authorities regarding the removal of such trash, garbage or other waste.

Section 10.24. Drainage. The Joint Declarants and their successors and assigns, shall not be liable for any loss of use, or damage done to, any shrubbery, trees, flowers, improvements, fences, walks, sidewalks, driveways or buildings of any type or the contents thereof on any Lot whatsoever caused by any water levels, rising waters or drainage waters. Each Owner shall be responsible for the maintenance of any drainage easement located on his property.

Section 10.25. Clothes Lines. No exterior clothes lines, posts, racks or dryers of any kind shall be erected or maintained on the Lots. No Owner or occupant shall undertake to dry clothing outside a residence.

Section 10.26. Recreational Equipment. There shall be no recreational equipment or structures (e.g., swing sets, slides, etc.) located in the front yard of any Lot.

ARTICLE XI
EASEMENTS

All of the Properties, including Lots and Common Areas, shall be subject to such easements for driveways, walkways, parking areas, water lines, sanitary sewers, storm drainage facilities, gas lines, telephone and electric power lines and other public utilities as shall be established by the Joint Declarants or by their predecessors in title, prior to the subjecting of the

Properties to this Declaration; and the Joint Declarants or the Association shall have the power and authority to grant and establish upon, over, under and across the Common Areas, such further easements as are requisite for the convenience, use, and enjoyment of the Properties. In addition, there is hereby reserved in the Joint Declarants and their agents and employees an easement and right of ingress, egress and regress across all Common Areas, now or hereafter owned by the Association, for the purpose of construction of improvements within the Properties.

All Lots shall be subject to easements for the encroachment of initial improvements constructed on adjacent Lots by the Joint Declarants to the extent that such initial improvements actually encroach including, but not limited to, such items as over-hanging eaves, gutters and downspouts and walls.

ARTICLE XII
PARTY WALLS

The provisions of this Article XII shall apply only to Lots owned or developed by JCH Development Company, Inc., its successors or assigns.

Section 12.01. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 12.02. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 12.03. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 12.04. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 12.05. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 12.06. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE XIII
DEVELOPMENT ACTIVITIES

The Joint Declarants or their transferees shall undertake the work of developing the Lots. As used in this section, the words "their transferees" specifically exclude purchasers of Lots improved with completed residences. The completion of that work, and sale, rental, or other disposal of residential units is essential to the establishment and welfare of the Property as an ongoing residential community. In order that such work may be completed and the Property be established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to:

(a) Prevent Joint Declarants, or their transferees, employees, contractors or subcontractors from doing, on any part or parts of the Property owned or controlled by one of the Joint Declarants or such Joint Declarant's transferees or representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work.

(b) Prevent the Joint Declarants, or their transferees, employees, contractors or subcontractors from constructing and/or placing and maintaining, on any part or parts of the Property owned or controlled by one of the Joint Declarants or such Joint Declarant's transferees or representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the Property as a residential community, and the disposition of Lots by sale, lease or otherwise. The Joint Declarants reserve the exclusive right to erect, place and maintain, and to permit builders to erect, place and maintain, such facilities in and upon the Property as in their sole discretion may be necessary or convenient during the period of and in connection with the sale of Lots, construction and selling of residences and constructing other improvements. Such facilities may include, but not necessarily be limited to, a temporary office building, storage area, signs, portable toilet facilities and sales office. The Joint Declarants and

builders shall also have the temporary right to use a residence situated on a Lot as a temporary office or model home during the period of and in connection with construction and sales operations, but in no event shall a builder have such right for a period in excess of one (1) year from the date of substantial completion of his last residence in the Property.

(c) Prevent the Joint Declarants, or their transferees, employees, contractors or subcontractors from conducting, on any part or parts of the Property owned or controlled by one of the Joint Declarants or such Joint Declarant's transferees or representatives, the business of completing such work, of establishing the Property as a residential community, and of disposing of Lots by sale, lease or otherwise.

ARTICLE XIV
GENERAL PROVISIONS

Section 14.01. Enforcement. Either of the Joint Declarants, or the Association, or any Owner shall have the right to enforce all restrictions, conditions, covenants, and reservations now or hereafter imposed by the provisions of this Declaration. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages, and any such person or persons shall pay the reasonable attorneys fees and costs of the Joint Declarant or Association incurred in any such action to enforce such provisions. Failure to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 14.02. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 14.03. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or rescinded by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Notwithstanding the foregoing, however, the Joint Declarants reserve the right to make any necessary amendments to this Declaration, without the vote or participation of any other person or party, for the express purpose of completion of the Properties or as may be required to obtain Federal Housing Administration (Department of Veteran Affairs ("FHA/VA") and/or Federal Mortgage Association ("FNMA") approval for this planned unit development.

Section 14.04. Management and Contract Rights of Association. The Joint Declarant or the Association may enter into a contract with a management company or manager for the purposes of providing all elements of the operation, care, supervision, maintenance, and management of the property. Such contract shall not exceed two (2) years in duration and, further, such contract shall not be binding upon the Association, except through express adoption, or ratification of the terms and conditions of such contract. Any contract or lease entered into by the Joint Declarants or by the Association while the Joint Declarants are in control thereof shall contain a provision allowing the Association to terminate such contract without justification or penalty after transfer of management by the Joint Declarants to the Association upon not more than ninety (90) days notice to the other party. Any contract entered into by the Association after transfer of control from the Joint Declarants which is with a professional management company shall contain a provision allowing the Association to terminate such contract for cause upon thirty (30) days notice to the other party.

Section 14.05. Obligation to Construct or Reconvey. Each Lot Owner, other than the Joint Declarants, shall within eighteen (18) months after the date of conveyance of a Lot without a residence thereon, commence in good faith the construction of a single-family residence approved according to Article VII upon each Lot conveyed, and shall diligently prosecute such construction until completion thereof. Notwithstanding the foregoing, such residence shall be completed within twelve (12) months after commencement of construction. Should said construction not be commenced and/or completed within the specified period of time, then the Joint Declarant which conveyed the Lot to such Owner may elect at its sole option to repurchase such Lot or Lots on which construction has not been so commenced or completed for the purchase price of said Lot or Lots, in which event the Lot Owner shall immediately reconvey and deliver possession of said Lot or Lots to such Joint Declarant by deed of general warranty subject to no encumbrances other than those encumbering the Lot at the time of initial conveyance by the Joint Declarant.

Section 14.06. Commercial Sites. Where designated on the subdivision plat affecting the Property, Commercial Sites shall be exempt from all restrictions herein with regard to use of the Property; however, such use shall be subject to control as provided in the Zoning Ordinance of the Metropolitan Government of Nashville, Davidson County, Tennessee, to the extent applicable.

Section 14.07. FHA/VA Requirements. The provisions contained in this Declaration are hereby conformed to meet the guidelines of FNMA. Any additional requirements of FNMA that may, from time to time, be required for the issuance and purchase of loans on Lots within the Properties, shall be automatically considered as adopted as part of this Declaration.

Section 14.08. Rights of Noteholders. Any institutional holder of a first mortgage on a Lot will, upon request, be entitled to (a) inspect the books and records of the Association during normal business hours, (b) receive an annual audited financial statement of the Association within ninety (90) days following the end of its fiscal year, (c) receive written notice of all meetings of the Association and the right to designate a representative to attend all such meetings, (d) receive written notice of any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage, (e) receive written notice of any sixty-day delinquency in the payment of assessments or charges owed by the Owner of any unit on which it holds the mortgage, (f) receive written notice of a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Owners' Association, (g) receive written notice of any proposed action that requires the content of a specified percentage of mortgage holders, and (h) be furnished with a copy of the master insurance policy.

Section 14.09. Non-Liability of Joint Declarants. Neither Joint Declarant shall have any liability or obligation to the Association or to any Lot Owner or Owners, or any other party, for any claim arising out of any Phase or Section not owned and/or developed by such Joint Declarant.

Section 14.10. Compliance With Metropolitan Nashville Code. This development, and particularly the Common Area, will be subject to any applicable Sections of the Metropolitan Nashville Code and other applicable law.

IN WITNESS WHEREOF the undersigned Joint Declarants, being the owners of all Lots subject hereto, has executed this instrument.

JCH DEVELOPMENT COMPANY, INC.

By: _____

Its: President

BARRY CONSTRUCTION CO.

By: _____

Its: Vice-President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public for the sate and county mentioned, Jill Boone, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of JCH Development Company, Inc., the within named bargainor, a corporation, and that he as such President, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal this 4th day of August, 1994.

Jill Boone
Notary Public

My commission expires: 11-25-95

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public for the state and county mentioned, Gary E Zeitlin, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Vice Pres of Barry Construction Co., the within named bargainor, a corporation, and that he as such Vice Pres, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice Pres.

Witness my hand and seal this 5th day of August, 1994.

Notary Public

My commission expires: 3/22/97

EXHIBIT "A"

PROPERTY DESCRIPTION

LAND IN THE 2ND CIVIL DISTRICT OF DAVIDSON COUNTY, TN, SHOWN ON THE TAX ASSESSORS MAP NUMBER 151 AND BEING PART OF PARCEL 18, PROPERTY IS BOUNDED ON THE NORTH BY JCH DEVELOPMENT COMPANY, INC., AND ON THE EAST BY PROPOSED SMITH SPRINGS PARKWAY AND ON THE SOUTH BY HOBSON PIKE.

BEGINNING AT AN IRON PIN IN THE NORTH RIGHT-OF-WAY OF HOBSON PIKE AND THE SOUTH EAST CORNER OF GEORGE C. BARNES ETUX, RECORDED IN BOOK 6032, PAGE 39 R.O.D.C., TN.

(1) THENCE NORTH 12°48'00" EAST 587.88 FEET TO A POINT,
(2) THENCE NORTH 79°04'00" WEST 465.49 FEET TO A POINT,
(3) THENCE NORTH 82°25'00" WEST 298.12 FEET TO A POINT,
(4) THENCE NORTH 20°10'00" EAST 397.92 FEET TO A POINT,
(5) THENCE NORTH 64°07'00" WEST 107.04 FEET TO A POINT,
(6) THENCE NORTH 42°58'52" EAST 149.51 FEET TO A POINT,
(7) THENCE NORTH 41°11'03" WEST 22.45 FEET TO A POINT,
(8) THENCE NORTH 42°58'51" EAST 118.09 FEET TO A POINT,
(9) THENCE NORTH 61°00'51" EAST 102.89 FEET TO A POINT,
(10) THENCE SOUTH 41°15'00" EAST 48.78 FEET TO A POINT,
(11) THENCE NORTH 43°38'40" EASE 194.96 FEET TO A POINT, IN THE EAST RIGHT-OF-WAY PROPOSED SMITH SPRINGS PARKWAY,
(12) THENCE SOUTH 47°01'08" EAST 650.38 FEET TO A POINT,
(13) THENCE WITH A CURVE TO THE RIGHT (HAVING A CENTRAL ANGLE OF 12°11'45", A RADIUS OF 1410.00 FEET) 300.13 FEET TO A POINT,
(14) THENCE NORTH 55°10'36" EAST 80.00 FEET TO A POINT,
(15) THENCE WITH A CURVE TO THE RIGHT (HAVING A CENTRAL ANGLE OF 17°34'30", A RADIUS OF 1490.00 FEET) 457.04 FEET TO A POINT,
(16) THENCE WITH A CURVE TO THE LEFT (HAVING A CENTRAL ANGLE OF 89°15'13", A RADIUS OF 25.00 FEET) 38.94 FEET TO A POINT IN THE NORTH MARGIN OF HOBSON PIKE,
(17) THENCE SOUTH 73°30'26" WEST 26.04 FEET TO A POINT,
(18) THENCE WITH A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 03°01'01", A RADIUS OF 1949.86 FEET) 102.67 FEET TO A POINT IN THE NORTH MARGIN OF HOBSON PIKE,
(19) THENCE WITH A CURVE TO THE LEFT (HAVING A CENTRAL ANGLE OF 23°34'19", A RADIUS OF 1949.86 FEET) 802.19 FEET TO THE POINT OF BEGINNING CONTAINING 913,803 SQUARE FEET AND 21.64 ACRES.

EXHIBIT "B" BOOK 9430 PAGE 279

BYLAWS

OF

LONG HUNTER CHASE

These are the Bylaws of Long Hunter Chase Homeowners Association, (the "Association"), a Tennessee non-profit corporation whose members are comprised of those persons who hold the interest in Lots at Long Hunter Chase Subdivision, Davidson County, Tennessee, required for membership by that certain "Declaration of Covenants, Conditions and Restrictions" (the "Covenants") of record in Book 9430, Page 257, Register's Office for Davidson County, Tennessee.

ARTICLE 1
Offices

Section 1.01 Principal Office. The principal office for the transaction of the Association's business is located at 104 Woodmont Boulevard, Suite 401, Nashville, Davidson County, Tennessee. The Board of Directors shall have full power and authority to change the principal office from one location to another by appropriate resolution.

Section 2.01 Place of Meetings. The Association may also have offices at such other places, within or without the State of Tennessee, as the Board of Directors may from time to time designate, or as the business of the Association may require.

ARTICLE 2
Meetings of Members

Section 2.01 Place of Meetings. Meetings of members shall be held at any place within or without the State of Tennessee, designated by the Board of Directors or by the written consent of all persons entitled to vote thereat. In the absence of any such designation, members' meetings shall be held at the principal office of the Association. Any meeting is valid wherever held if held by the written consent of all persons entitled to vote thereat, given either before or after the meeting and filed with the Secretary of the Association.

Section 2.02 Annual Meeting. Commencing in the first year following the year in which the administration of the affairs of the Association are transferred from the Developers to the members of the Association, an annual meeting of the members of the Association shall

be held during the first week in March of each year for the election of Directors and for the transaction of such other business as may be brought before the meeting.

Section 2.03 Special Meetings. Special meetings of the members may be called on the order of the President or of a majority of the Board of Directors, or upon the written request of members holding fifty-one percent (51%) or more of the total votes of the Association. Business transacted at a special meeting shall be confined to the purposes stated in the notice for that meeting.

Section 2.04 Fixing Record Date. For the purpose of determining the members entitled to notice of any meeting, or any adjournment thereof, or for the purpose of any other action, the Board shall fix in advance a date as the record date for such determination. Such date shall not be more than thirty (30) nor less than ten (10) days before the date of the meeting. If no record date is fixed, then the date shall be determined in accordance with the provisions of law relating thereto.

Section 2.05 Notice. Written or printed notice stating the place, date and hour of the meeting, and in the case of a special meeting, a statement in general terms of the purpose or purposes for which the meeting is called and the person or persons calling the meeting, shall be delivered either personally or by mail, by or at the direction of the President, Secretary, or other person calling the meeting to each member entitled to vote at the meeting. If mailed, such notice shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, and shall be deemed delivered when deposited in the United States mail addressed to the member at his address as it appears on the books of the Association, with postage thereon prepaid. If delivered personally, such notice shall be delivered not less than five (5) nor more than sixty (60) days before the date of the meeting, and shall be deemed delivered when actually received by the member. The person giving such notice shall certify that the notice required by this paragraph as been given, unless such notice is waived. Notice may be waived prior to, at, or subsequent to any meeting. Attendance of any member at a meeting, in person or by proxy, shall constitute a waiver of notice of the meeting by such member.

Section 2.06 Quorum. Members representing twenty-six percent (26%) or more of the votes entitled to be cast at any meeting, present in person or by proxy, shall constitute a quorum for the transaction of business, except as may otherwise be provided by law, by the Charter of Incorporation, the Covenants, or these Bylaws. If a quorum shall not be present or represented by proxy at any such meeting, then those entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time and notice of an adjourned meeting need not be given if the time and place to which it is adjourned are announced at the meeting at which adjournment is taken. At any such adjourned meeting the

quorum required shall be one-half (1/2) the quorum required at the preceding meeting (Provided that a quorum shall never consist of less than one-tenth (1/10th) of the total number of votes entitled to be cast by all members. No such adjourned meeting shall be held more than sixty (60) days following the preceding meeting or, if it is so held, the quorum required shall again be twenty-six percent (26%) of the votes entitled to be cast. When a quorum is present to organize the meeting, it cannot be broken by the subsequent withdrawal of a member or members.

Section 2.07 Proxies. Every member entitled to vote at a meeting may do so either in person or by written proxy, which proxy shall be signed and dated and filed with the Secretary of the meeting before being voted. Such proxy shall entitle the holders thereof to vote at any adjournment of such meeting, but shall not be valid after the final adjournment thereof, unless otherwise provided therein. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless otherwise provided in the proxy. Votes shall be cast according to the provisions set forth in the Association's Charter.

Section 2.08 Chairman of Meeting. The Chairman of the Board or the President, or in their absence, a Vice President, shall preside at all meetings of the members. In the absence of the Chairman, the President, and the Vice President, the Board of Directors may appoint any member to act as Chairman of the meeting.

Section 2.09 Secretary of Meeting. The Secretary of the Association shall act as secretary at all meetings of the members and, in his absence, the Chairman may appoint any person to act as secretary for the meeting.

Section 2.10 Order of Business. The order of business at the annual meeting of the members shall be:

(a) Calling the roll and certifying the proxies.

(b) Proof of notice of the meeting or certificates as to waivers.

(c) Reading and disposal of unapproved minutes.

(d) Reports of the officers of the Association.

(e) Reports of the Board of Directors of the Association.

(f) Reports of Committees.

(g) Selection and appointment of inspectors of election (if deemed necessary).

(h) Election of Board of Directors of the Association.

(i) Unfinished business.

(j) New business.

(k) Adjournment.

Section 2.11 Order of Business at Other Meetings. The order of business at all other meetings of the members shall as far as practical conform to the order of business at the annual meeting insofar as the special purpose of the meeting will permit.

ARTICLE 3
Membership and Voting Rights

Section 3.01 Membership. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 3.02 Classes of Members. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners with the exception of the Developers and shall be entitled to one (1) 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 among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Developers and each Developer shall be entitled to three (3) votes for each Lot owned by such Developer. 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 Class A membership equals the total votes outstanding in Class B membership, but provided that the Class B membership shall be reinstated if thereafter and before the time stated in subparagraph (b) below, additional lands are annexed to the Properties without the assent of Class A Members on account of the development of such additional lands by either of the Joint Declarants, as provided for in Article VIII, Section 8.02 of the Declaration of Covenants, Conditions and Restrictions and as a result thereof the total votes outstanding in Class A membership are less than the total votes outstanding in Class B membership; or

(b) On December 31, 2004.

ARTICLE 4

Board of Directors

Section 4.01 Management of Association. The property, business and affairs of the Association shall be managed and controlled by its Board of Directors. The Board shall have the following powers and duties:

(a) To elect and remove the officers of the Association, as hereinafter provided;

(b) To administer the affairs and property of the Association;

(c) To formulate policies for the administration, management and operation of the Association's property;

(d) To adopt rules and regulations, with written notice thereof to all lot owners, governing the administration, management, operation and use of the Association's property, and to amend such rules and regulations from time to time;

(e) To provide for the maintenance, repair and replacement of the Association's property, and payments therefor, and to approve payment vouchers or to delegate such approval to the officers;

(f) To provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Association's property. The Board is affirmatively given the power to contract for such services with the Declarant, so long as the amount to be paid the Declarant under such contract does not exceed the cost to the Declarant of providing such service, unless the contract is approved by a majority of those Board members not employed by the Declarant, or can be shown to be fair, reasonable, and in the best interest of the Association;

(g) To appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board, as set out in Section 4.13 hereof;

(h) To determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;

(i) To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the lot owners and members their respective shares of such estimated expenses, as herein provided; and

(j) To borrow money if necessary to avoid an operating or other deficit in the Association's finances, or to provide funds in an emergency, or for any purpose deemed necessary by them, to pledge the Association's assets to secure such borrowing, and to provide for a special assessment, if necessary, to repay such borrowing.

Section 4.02 Qualification and Election. Until the first annual meeting of the members, Directors need not be members of the Association. After such first annual meeting, the Directors shall be members of the Association. All Directors must be of legal age. They

shall be elected by a plurality of the votes cast at the annual meeting of the Association. Each Director shall hold office until the expiration of the term for which he is elected, and thereafter until his successor has been duly elected and qualified.

Section 4.03 Number and Term of Office. The Board shall consist of seven (7) persons, unless a greater or lesser number is authorized by vote of the Members. The Incorporator of the Association shall appoint the first Board. Thereafter, at the first annual meeting at which Directors are elected, two (2) members shall be elected to serve for a term of one (1) year, two (2) to serve for two (2) years, and three (3) to serve for three (3) years. At all subsequent elections, members of the Board shall be elected for a term of three (3) years, so that the term of one-third (1/3) of the Board shall expire each year. The Board may be enlarged in multiples of three (3), but in no event shall the Board consist of more than thirteen (13) members.

Section 4.04 Nomination and Election.

(a) Prior to each annual meeting of the Association, there shall be appointed by the President a nominating committee of three (3) members of the Association or the Board of Directors. The nominating committee shall meet promptly and after considering the qualifications of persons shall nominate a person or persons to be elected members of the Board of Directors at the forthcoming annual meeting of the Association.

(b) Nominations may also be made from the floor at any annual meeting or special meeting called for the purpose of electing directors.

(c) The candidate receiving a plurality of the votes cast for the office shall be declared elected. In the case of members of the Board, those receiving the greater number of votes out of the number to be cast shall be declared elected, and in case of a tied vote as to the last place to be filled, a new ballot shall be cast in order to determine the last successful candidate.

(d) No member who has failed to pay any dues or assessments to the Association, nor any member against whom a lien therefor is being prosecuted, shall be eligible for election as an officer or a member of the Board of Directors.

(e) Directors elected to fill any vacancy due to death, resignation, or removal shall serve for the remaining unexpired term of the Director they replace. Directors are elected otherwise to serve for three years.

(f) If the number of Directors shall have been increased, they shall be elected at the annual or a special meeting called for that purpose in the manner prescribed herein.

Section 4.05 Removal and Resignation.

(a) A Director, other than a Director designated by either Joint Declarant, may be removed for cause by vote or action taken by the Board or by the Association membership at a special meeting called for that purpose.

(b) Directors may be removed without cause only by vote of two-thirds (2/3) of all members of the Association at a meeting duly called for that purpose.

(c) A Director may resign at any time by giving written notice to the Board, the President, or the Secretary. Unless otherwise specified in the letter of resignation, the resignation shall take effect immediately upon receipt thereof by the Board or by the officers designated to receive the same and acceptance of the resignation shall not be necessary to make it effective.

Section 4.06 Vacancies in the Board. Vacancies in the Board may be filled until the date of the next annual meeting of the membership by the remaining members of the Board.

Section 4.07 Annual and Regular Meetings. The annual meeting of the Board of Directors, of which no notice shall be necessary, shall be held immediately following the annual meeting of the membership, or immediately following any adjournment thereof, for the purpose of organizing the Board, for the election or appointment of officers for the ensuing year, and for the transaction of such other business as may be conveniently and properly brought before such meeting. The Board may also designate more frequent intervals for regular meetings.

Section 4.08 Special Meetings. Special meetings of the Board of Directors may be called by order of the Chairman of the Board, the President or by any two (2) Directors, and shall be held in Nashville. The place of said meeting shall be noted in the call for the meeting.

Section 4.09 Notice of Directors Meetings. The annual and all regular Board meetings may be held without notice. The Secretary shall give notice of the time, place and purpose or purposes of any special meeting by mailing the same at least five (5) days before the meeting or by telephoning or telegraphing the same at least three (3) days before the meeting to each Director at his address as it appears on the books of the Association. Such notice may be waived prior to, at, or subsequent to any such meeting.

Section 4.10 Conduct of Meetings. At meetings of the Board of Directors, the Chairman of the Board, the President, or a designated Vice President shall preside. The Secretary or Assistant Secretary shall keep minutes of the meeting or, in their absence, the presiding officer shall appoint any person to keep such minutes.

Section 4.11 Quorum and Vote. The presence of a majority of the Directors shall constitute a quorum for the transaction of business, but less than a quorum may adjourn any meeting from time to time until a quorum shall be present. No notice of an adjourned meeting need be given if the time and place to which the meeting is adjourned are fixed at the meeting at which the adjournment is taken, if the period of adjournment does not exceed thirty (30) days in any one adjournment. The vote of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless the vote of a greater number is required by the Association's Charter, these Bylaws, or the laws of the State of Tennessee. At any meeting at which every Director shall be present, even though without notice, any business may be transacted.

Section 4.12 Voting by Consent. Whenever the Directors of this Corporation are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken, and signed by all the Directors entitled to vote thereon.

Section 4.13 Executive and Other Committees. The Board of Directors, by resolution adopted by a majority of its members, may designate an Executive Committee, consisting of two (2) or more Directors, and other committees, consisting of two (2) or more persons, who may or may not be Directors, and may delegate to such committees any and all such authority as it deems desirable, including the right to delegate to an Executive Committee the power to exercise all the authority of the Board of Directors in the management of the affairs and property of the Corporation, except the following:

(a) The power to recommend to members any action requiring their approval;

(b) The power to change the membership of any committee at any time;

(c) The power to fill vacancies in the Board of any committee; and

(d) The power to discharge any committee either with or without cause at any time.

During the intervals between meetings of the Board of Directors, the Executive Committee shall advise and aid the officers of the Association in all matters concerning its interest and the management of its business. The Executive Committee may fix its own rules of procedure and shall elect a Chairman and Secretary. A majority shall constitute a quorum, but the affirmative

vote of a majority of the whole committee shall be necessary in the taking of any action. The Executive Committee shall keep regular minutes of its meetings and report the same to the Board of Directors at its next regular or special meeting.

Section 4.14 Compensation. The Directors shall receive no compensation but shall be reimbursed for ordinary and reasonable expenses for the performance of their duties.

ARTICLE 5
Officers

Section 5.01 Number and Qualifications. The Association shall have a President and a Secretary, and such other officers as the Board of Directors shall from time to time deem necessary or advisable. Any two (2) or more offices may be held by the same person, except the office of President and Secretary. An officer may be removed at any time by a majority vote of the entire Board of Directors.

Section 5.02 Election and Term. The officers shall be elected by the Board of Directors at its annual meeting. Each officer shall serve until the expiration of the term for which he is elected, and thereafter until his successor has been duly elected and qualified or until removed as herein provided.

Section 5.03 Duties of Officers. Officers shall have such authority and perform such duties in the management of the Association as are hereinafter set out, and such additional duties as are normally incident to their offices and as the Board of Directors may from time to time prescribe.

Section 5.04 Duties of President. The President shall be the Chief Executive Officer of the Association and, when present, shall preside at all meetings of the membership and, unless a chairman of the Board of Directors has been elected and is present, shall preside at the meetings of the Board of Directors. The President or Vice President, unless some other person is specifically authorized by vote of the Board of Directors, shall sign all documents on behalf of the Association, including, but not limited to, deeds, mortgages, leases and contracts of the Association.

Section 5.05 Duties of Vice President. The Vice President shall perform the duties and have the powers of the President during the absence or disability of the President.

Section 5.06 Duties of Secretary. The Secretary shall keep accurate minutes for all meetings of the membership and the Board of Directors and, to the extent ordered by the Board

of Directors or the President, the minutes of meetings of all committees. He shall cause notice to be given of meetings of stockholders, of the Board of Directors and, when requested to do so, of any committee appointed by the Board. He shall have general charge of the records, documents and papers of the Association which shall, at all reasonable times, be open to examination by any Director or member. He may sign or execute contracts with the President or a Vice President thereunder authorized in the name of the Association.

Section 5.07 Duties of Treasurer. The Treasurer, subject to the order of the Board of Directors, shall be responsible for the money and funds of the Association and shall deposit such monies and funds in the name of the Association in such banks as the Board of Directors may designate. The Treasurer shall make, sign, and endorse the name of the Association on all checks, drafts, notes and other orders for the payment of money, and pay out and dispose of its funds under the direction of the President or the Board of Directors. No payment for any purpose in excess of the amount budgeted for that purpose shall be made without approval of the Board of Directors. If required by the Board of Directors, he shall give such bond as shall be determined appropriate for the faithful performance of his duties.

Section 5.08 Compensation of Officers. The officers shall receive no salary or compensation.

Section 5.09 Resignations. Any officer may resign at any time giving written notice to the Chairman of the Board, the President or the Secretary. Any such resignation shall take effect at the time specified herein, or if no time is specified, upon its acceptance by the Board of Directors.

Section 5.10 Removal of Officers. Any officer or agent may be removed by the Board, with or without cause, whenever in its judgment the best interest of the Association will be served thereby.

ARTICLE 6
Fiscal Management

The provisions for fiscal management of the Association set forth in the Covenants shall be supplemented as follows:

Section 6.01 Accounts to be Kept. An account shall be maintained for each lot. Such account shall designate the name and address of the member or members, the amount of dues payable by them, the dates and amounts on which the dues are payable, the amounts paid against the account and the balance due. The Board shall, upon receipt of ten (10) days' notice and

payment of a reasonable fee, furnish to any member a statement of his account setting forth the amount of any unpaid dues.

Section 6.02 Annual Budget. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated common expenses and cash requirements for the year including but not limited to salaries, wages, payroll taxes, legal and accounting fees, working capital fund, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power and all other common expenses. To the extent that the assessments and other cash income collected from the members during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account. The annual budget shall also take into account any estimated net available cash income for the year from the lease, operation or use of the Association's property. The annual budget shall provide for a reserve for operating contingencies for the year and a reserve for capital replacements, in reasonable amounts as determined by the Board.

The budget, which shall be subject to the approval of the board, shall be divided into line item accounts. All interest which shall accrue on any line item account shall remain in that line item account. No funds may be transferred from one line item to another without the approval of the Board of Directors. In the event of an operating surplus in the budget for one fiscal year, such surplus shall be contributed to the reserve for capital repairs or replacements, to be allocated among line items as determined by the Board, or may be applied against the budget for the succeeding year, or returned to the members, in the discretion of the Board.

Section 6.03 Dues and Assessments. The estimated annual budget for each year shall be approved by the Board, and copies thereof shall be furnished by the Board to each member of the Association. On or before the first day of January and of each succeeding month of the year covered by the annual budget, or otherwise as determined by the Board, each member shall pay his proportionate share of the common expenses for such year as shown by the budget. Subject to the provisions of the Covenants, such proportionate share for each member shall be a fraction of which the numerator shall be the number of lots owned by such member or members and the denominator of which shall be the total number of lots to which the Covenants are applicable. The allocations shall be applied uniformly to all members in like situations. The allocation of the Board shall be final and binding upon all parties. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new dues and assessments for any year, or shall be delayed in doing so, each member shall continue to pay each quarterly or other period the amount of his respective dues and assessments as last determined. No member shall be relieved of his obligation to pay his dues and assessments by abandoning or not using the Association's services or facilities.

Section 6.04 Partial Year or Month. For the first fiscal year, the annual budget shall be as approved by the first Board. If such fiscal year, or any succeeding fiscal year, shall be less than a full year, then the dues and assessments for each member shall be proportionate to the number of months and days in such period covered by such budget. Commencing with the date of purchase of his lot, each member shall pay his dues and assessments of the mont or fraction thereof, if any, which have not been paid by the prior owner.

Section 6.05 Annual Report. Within sixty (60) days after the end of each fiscal year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each member a statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable.

Section 6.06 Supplemental Budget. If, during the course of the year, it shall appear to the Board that the monthly dues and assessments are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which shall be furnished to each member, and thereupon a supplemental assessment shall be made to each member for his proportionate share of such supplemental budget.

Section 6.07 Lien. It shall be the duty of every member to pay his proportionate share of the total dues assessment as provided in the Covenants, and as assessed in the manner herein provided. If any member shall fail or refuse to make any such payment of the dues and assessments when due, the amount thereof, together with interest as provided in the Covenants, shall constitute a lien on the property for which such assessment is due, enforceable by the Board as provided herein and in the Covenants, and the Board shall have the right to maintain a suit to foreclose any such lien, and there shall be added to the amount due the costs of said suit and other fees and expenses, together with legal interest and reasonable attorney's fees to be fixed by the Court.

Section 6.08 Records and Statement of Account. The Board shall cause to be kept accurate records of the receipts and expenditures affecting the Association.

Section 6.09 Signing of Checks. All checks drawn on accounts maintained by the Association shall be signed (1) by both the President and the Treasurer, or (2) by the President or the Treasurer, and any other Board member.

ARTICLE 7

Indemnification of Incorporators, Directors and Officers

Any person made a party to any action, suit or proceeding by reason of the fact that he, his testator or intestate, is or was an Incorporator, Director, officer, or member of any committee appointed pursuant to the Bylaws of the Association shall be indemnified by the Association against all reasonable costs and expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, or the settlement of such litigation, if it shall be determined, pursuant to Tenn. Code Ann. Section 48-18-506, that such Incorporator, Director or officer has met the standard of conduct set forth in Tenn. Code Ann. Section 48-18-502. The foregoing indemnification shall include indemnification against all costs and expenses, including but not limited to counsel fees, amounts of judgments paid, and amounts paid in settlement, reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, but shall not be operative with respect to any matter for which indemnification is prohibited under Tenn. Code Ann. Sections 48-18-502(d) and 48-18-509, nor to any matter settled or compromised without the approval of the Board of Directors. Reasonable expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of a written undertaking by or on behalf of the person or entity seeking such indemnification or payment in advance to repay such amount if it is ultimately determined that he is not entitled to indemnification; further, upon receipt of a written affirmation of such person or entity's good faith belief that he has met the standard of conduct described in Tenn. Code Ann. Section 48-18-502; and further, upon a determination that the facts, then known to those making the determination, would not preclude indemnification under Tenn. Code Ann. Section 48-18-501 et seq. The determination to pay in advance such expenses shall be made in accordance with Tenn. Code Ann. Section 48-18-506. The indemnification provided herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board of Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. The right to indemnification shall continue as to a person or entity who has ceased to be a member of the Board of Directors, officer of the Association or a member of such committee, and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such person or entity.

ARTICLE 8

Miscellaneous

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Section 8.01 Fiscal Year. The fiscal year of the Association shall terminate on the 31st day of December of each calendar year, and all records, books, accounts and tax returns shall be kept and filed accordingly. The Board of Directors shall have the power to change the fiscal year from time to time by resolution, without amendment of these Bylaws.

Section 8.02 Waiver of Notice. Any notice required to be given under the provisions of these Bylaws or otherwise may be waived by the members, Directors, or officer to whom such notice is required to be given, either by, at or after the time at which such notice is required to be given.

ARTICLE 9

Amendments

These Bylaws may be amended, added to, or repealed by seventy-five percent (75%) of the total votes present or represented at any duly constituted membership meeting at which a quorum is present, provided that, any proposal to amend these Bylaws shall first have received the approval of the Association's Board of Directors, by the affirmative vote of a majority of the Directors then entitled to vote thereon. No amendment shall be adopted which is inconsistent with the Declaration of Covenants, Conditions and Restrictions to which the Property is subject. The Federal Housing Administration or the Veterans Administration have the right to veto amendments while there is Class B membership.

ARTICLE 10

Rules and Regulations

The Board may adopt Rules and Regulations concerning the Association, which shall bind all members. Any such Rules and Regulations may be amended from time to time by the Board.

CERTIFICATION

I certify that these Bylaws were adopted at the organizational meeting or by the written consent of the Incorporator of Long Hunter Chase Homeowners Association.

_____

Incorporator

EXHIBIT "C" BOOK 9430 PAGE 293

PHOTOGRAPHED MEMPHIS
REGISTER OF MAXIMUS COUNTY TENNESSEE
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

TRACT 1
PROPERTY DESCRIPTION

BEGINNING AT A POINT IN THE SOUTHEAST RIGHT-OF-WAY OF MT. VIEW ROAD SAID POINT ALSO BEING A COMMON CORNER WITH THE U.S. ARMY CORP OF ENGINEERS J. PERCY PRIEST LAKE AND TRACT HEREIN DESCRIBED: THENCE. LEAVING THE RIGHT-OF-WAY OF SAID ROAD AND FOLLOWING THE COMMON BOUNDRY OF THE U.S. ARMY CORP OF ENGINEERS AND THE PROPERTY HEREIN DESCRIBED ALONG A BEARING OF S78°27'32"E 1050.03' TO A T-BAR WITH CAP: THENCE. N58°37'08"E 1369.19' TO A CONCRETE MONUMENT: THENCE. S80°15'05"E 229.77' TO A T-BAR: THENCE. S80°43'22"E 272.27' TO A CONCRETE MONUMENT: THENCE. S33°16'04"E 321.99' TO A T-BAR WITH CAP: THENCE. S77°00'59"E 102.47' TO A CONCRETE MONUMENT: THENCE. S06°30'00"W 330.23' TO AN IRON PIN: THENCE, WITH A COMMON LINE OF ELIZABETH CAMPBELL OF RECORD IN BOOK 3840 PAGE 582 R.O.D.C. ALONG A BEARING OF S08°07'00"W 416.51' TO A MONUMENT IN THE NORTH MARGIN AND RIGHT-OF-WAY OF HOBSON PIKE: THENCE. WITH THE SAID RIGHT-OF-WAY ALONG A CURVE TO THE RIGHT FOR A DISTANCE OF 1206.18' TO AN IRON PIN SAID CURVE HAVING A DELTA OF 18°17'03". RADIUS 3779.72': TANGENT 608.26': THENCE. CONTINUING WITH SAID RIGHT-OF-WAY S73°30'26"W 222.74' TO A POINT: THENCE. WITH A CURVE TO THE LEFT A DISTANCE OF 39.27' SAID CURVE HAVING A RADIUS OF 25.0': THENCE. N16°29'34"W 20.41' TO A POINT: THENCE. WITH A CURVE TO THE LEFT ALONG A DISTANCE OF 168.46 TO A POINT SAID CURVE HAVING A RADIUS OF 325.0': THENCE. N46°11'27"W 113.09' TO A POINT; THENCE. LEAVING NOTTINGHAM DRIVE ALONG A BEARING OF S43°48'33"W 68.17': THENCE. S80°35'32"W 127.94': THENCE. N88°25'52"W 144.52' TO A POINT: THENCE. S87°56'29"W 135.11' TO A POINT; THENCE, S67°06'16"W 124.65': THENCE. S57°04'05"W 179.71' TO THE POINT IN THE NORTHEAST RIGHT-OF-WAY OF THE PROPOSED SMITHS SPRINGS PARKWAY EXTENSION: THENCE. WITH SAID RIGHT-OF-WAY ALONG A SOUTHERLY DIRECTION AND A CURVE TO THE RIGHT FOR A DISTANCE OF 277.69' SAID CURVE HAVING A RADIUS OF 1490.0': THENCE. WITH A CURVE TO THE LEFT FOR A DISTANCE OF 38.94' TO A POINT IN THE NORTH MARGIN OF HOBSON PIKE: THENCE. WITHIN NORTHERN RIGHT-OF-WAY OF HOBSON PIKE ALONG A BEARING OF S73°30'26"W 26.04' TO A POINT OF CURVATURE TO THE LEFT: THENCE. WITH SAID CURVE ALONG A DISTANCE OF 904.86' TO A POINT SAID CURVE HAVING THE FOLLOWING CHARACTERISTICS: DELTA = 26°35'20" RADIUS = 1949.86' TANGENT = 460.73' SAID POINT ALSO BEING AN IRON PIN IN THE SOUTHEAST CORNER OF THE GEORGE C. BARNES ETUX PROPERTY OF RECORD IN BOOK 6032 PAGE 39 R.O.D.C. TENNESSEE; THENCE. WITH THE COMMON LINE OF THE BARNES PROPERTY ALONG A BEARING OF N12°48'00"E 587.88' TO A 10" TREE: THENCE. WITH BARNES NORTH LINE AND THE SOUTHWEST BOUNDARY OF THE PROPERTY HEREIN DESCRIBED N79°04'00"W 465.49' TO AN IRON PIPE AND THE COMMON CORNER OF LORENE CHADWELL OF RECORD AND BOOK 5431 PAGE 204 R.O.D.C. TENNESSEE AND THE BARNES PROPERTY: THENCE. N82°25'00"W 296.12' TO AN EXISTING IRON PIN AND A CORNER IN THE JAMES A. GLOVER ETUX PROPERTY OF RECORD IN BOOK 5912 PAGE 276 R.O.D.C. TENNESSEE: THENCE. N20°10'00"E 397.92' TO A POINT IN A 10" HICKORY TREE: THENCE. N64°07'00"W 570.82' TO A NAIL IN A FENCE CORNER AND A SOUTH RIGHT-OF-WAY OF MT. VIEW ROAD:

THENCE. WITH THE SOUTHERN MARGIN AND RIGHT-OF-WAY OF MT. VIEW ROAD ALONG A BEARING OF N55°26'00"E 276.62' TO AN IRON PIN; THENCE. WITH

A CURVE TO THE RIGHT ALONG A DISTANCE OF 235.78' TO AN IRON PIN SAID CURVE HAVING A DELTA OF 07°54'00" RADIUS 1710.0' TANGENT 118.08': THENCE, CONTINUING WITH THE SAID SOUTHERLY RIGHT-OF-WAY OF MT VIEW ROAD ALONG A BEARING OF N63°20'00"E 594.12' TO A NAIL IN THE FENCE CORNER AND THE POINT OF BEGINNING CONTAINING 98.339 ACRES MORE OR LESS.

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TRACT 2
PROPERTY DESCRIPTION

BEGINNING IN THE SOUTHERN RIGHT-OF-WAY OF HOBSON PIKE AND A COMMON CORNER TO THE ELIZABETH CAMPBELL PROPERTY OF RECORD IN DEED BOOK 3840 PAGE 582 R.O.D.C. TENNESSEE: THENCE, LEAVING SAID RIGHT-OF-WAY AND CONTINUING WITH CAMPBELL'S WEST LINE AND THE EAST BOUNDARY OF THE PROPERTY HEREIN DESCRIBED S09°13'30"W 967.71' TO AN IRON PIN; THENCE, WITH THE NORTHERN BOUNDARY OF THE CHANG PROPERTY OF RECORD IN BOOK 4932 PAGE 801 ALONG A BEARING OF N81°31'05"W FOR A DISTANCE OF 1658.71' TO A NAIL IN THE FENCE CORNER AND THE SOUTHERN RIGHT-OF-WAY OF HOBSON PIKE; THENCE, CONTINUING ALONG THE RIGHT-OF-WAY OF HOBSON PIKE N73°30'26"E FOR A DISTANCE OF 785.73' TO AN IRON PIN AND A POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING THE FOLLOWING CHARACTERISTICS: DELTA = 17°08'42" RADIUS = 3859.72 TANGENT = 581.83' CONTINUING WITH SAID CURVE ALONG A DISTANCE OF 1154.97' TO AN EXISTING MONUMENT AND POINT OF BEGINNING CONTAINING 16.116 ACRES MORE OR LESS.

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IDENTIFICATION REFERENCE

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