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Prepared by:
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Nashville, TN 37215

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CHANDLER GROVE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CHANDLER GROVE is made and published on or as of the date hereinafter set forth, by and between Brent A. Campbell and Charles Duncan, hereinafter "Declarant" and all persons, firms or corporations hereafter acquiring any of the described real property.

WITNESSETH:

WHEREAS, Declarant, as the owner and developer of the real property known as CHANDLER GROVE, a residential planned unit development of record in Plat Book 7900 at Page 802, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

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

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

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

deemed to have assented to same.

ARTICLE I
DEFINITIONS

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

a) ASSOCIATION shall mean and refer to CHANDLER GROVE Homeowners Association, Inc., a nonprofit corporation organized and existing under the laws of the State of Tennessee, its successors and assigns.

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

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

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

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

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

g) DECLARANT shall mean or refer to Brent A. Campbell and Charles Duncan, their successors and assigns if such successors or assigns acquire two or more undeveloped Building Sites from Declarant for the purpose of development of residential housing.

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

i) PERSON shall mean or refer to a natural person as well as a corporation, partnership, firm, association, trust or other legal entity. The use of the masculine pronoun shall include the neuter and feminine, and the use of a singular shall include the plural where the context so requires.

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

k) BOARD shall mean or refer to the Board of Directors of the Association.

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

m) CHANDLER GROVE shall mean and refer to the certain residential subdivision known as CHANDLER GROVE, which is owned by Declarant and located in the County of Davidson, State of Tennessee, together with such additions as may be designated by Declarant by a Supplementary Declaration.

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

ARTICLE II
ANNEXATION

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

METHOD OF ANNEXATION. The additions authorized in this Article shall be effectuated by

the recordation of a Supplementary Declaration of Covenants, Conditions and Restrictions. The Supplementary Declaration shall be executed by the owners of the real property to be annexed.

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

ARTICLE III
RIGHTS AND COMMON AREA

RIGHT OF USE. Every owner of a Building Site shall have a non-exclusive right and easement of enjoyment in and to the Common Area, including any Common Areas which may be annexed or added to by Supplemental Declarations which shall be appurtenant to and shall pass with the title to every Building Site subject to the provisions of this Declaration, the By-Laws and Articles of Incorporation of the Association.

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

ARTICLE IV
ARCHITECTURAL CONTROL AND USE RESTRICTIONS

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

ARCHITECTURAL CONTROLS. No external construction, reconstruction, remodeling, alteration or addition to any structure, building, fence, wall, driveway, path, storage building or external improvement of any nature shall be constructed without obtaining the prior written approval as to the harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or a duly appointed Architectural Committee. The Board of Directors may appoint an Architectural Committee composed of three or more representatives to review and approve any plans or specifications showing the nature,

kind, shape, height, materials and location of the proposed construction or alternations. The Board of Directors or its appointed Architectural Committee shall be the sole arbiter for the approval of any plans and specifications. In the event the Board of Directors or the appointed Architectural Committee fails to approve or disapprove such designs and locations within thirty (30) days after all requested or required plans and specifications have been submitted, approval will not be required and this Article will be deemed to have been fully complied with. The Board of Directors shall determine the information and documents required to be submitted prior to reviewing and approving any plans and specifications.

BUILDING AND USE RESTRICTIONS.

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

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

3) No sign or billboard of any kind shall be displayed to the public view on the Common Area. No sign or billboard of any kind shall be displayed to the public view on any Building Site except for: (a) directional signs established by Declarant or the Association; (b) "for sale signs" not exceeding 6 square feet in area and 4 feet in height for each Building Site may be placed thereon by the Owner of the particular Building Site for the purpose of advertising the Building Site for sale and shall contain only the name, address and phone number of the real estate agency or Owner to contact for information concerning the property; (c) signs advertising garage sales may be posted only on the Building Site of the Owner conducting the garage sale provided the signs are erected no more than 3 days prior to the date of the garage sale and are immediately removed when the garage sale is completed. Political and/or protest signs are strictly prohibited on the Common Area or any Building Site. Declarant and its successors or assigns retain the right to advertise the properties for sale or lease as long as Declarant owns a Building Site. In addition, during such time as Declarant or its successors or assigns have Building Sites available for sale, Declarant shall be permitted and is hereby granted an easement for that purpose to place advertising signs upon the Common Area.

4) No incinerators for garbage, trash, or other refuse shall be permitted to be erected or placed on any Building Site. Any and all equipment, coolers, woodpiles, garbage cans, refuse or storage piles placed on any Building Site whether temporary or permanent shall be concealed from public view. Plans for all screening walls, fences and enclosures must be approved by the Board of Directors of the Association or the Architectural Committee.

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

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

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

8) No structure of a temporary character, metal storage building, trailer, tent, shack, garage, barn or other out-building shall be erected on any Building Site at any time, either temporarily or permanently without the prior written consent of the Board of Directors of the Association or the Architectural Committee. No trailer, camper, boat or similar equipment shall be permitted to remain upon any Building Site's private driveway or within the Common Area unless on a space designated for such use by the Association. However, Declarant retains the right to construct and maintain temporary structures, trailers and vehicles on the property used only for construction and administration purposes for use in connection with the initial construction or improvement on the Properties. In addition, the Declarant may also construct, operate and maintain a sales office on the Common Area, model homes and a sales office on the Building Sites, in connection with their continuing sales programs; and in furtherance thereof, shall have an easement over all of the Common Area or any Building Site for ingress, egress and parking for its agents, employees and prospective buyers of Building Sites.

9) No animals, reptiles, rodents, livestock, swine, fish or poultry of any kind shall

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

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

11)All rubbish, trash, and garbage shall be regularly removed from the properties and shall not be allowed to accumulate thereon. Clothes lines, refuse containers, disabled vehicles and machinery and equipment shall be prohibited upon any Building site. Lawn mowers and other type of household lawn maintenance equipment shall be stored in the garage or in an appropriate storage area at the rear of the residence. Under no circumstances shall any stored lawn maintenance equipment be visible from the street abutting any Building Site.

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

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

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

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

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

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

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

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

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

20)Each residence built on a Building Site must contain a garage for not less than two cars. The garage may be used only as a storage area for the Owner's automobiles and other vehicles and personal property. All boats, motorcycles, motor bikes, recreational vehicles, campers and other motorized vehicles must be stored in the garage or an area designated by the Association.

21)The minimum livable floor area of any single dwelling shall be 1600 square feet, excluding carports, garages, basements or porches.

22)Building Sites shall be constructed of at least thirty (30%) percent brick, stone, stucco or similar material as approved by the Architectural Control Committee and all construction must be brick to grade. No exposed block foundations will be allowed.

ARTICLE V
COVENANTS FOR ASSESSMENTS

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

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

PURPOSE OF ASSESSMENTS. Assessments levied shall be exclusively to promote the recreation, health, safety and welfare of the residents of the properties and for the improvement, operation and maintenance of the Common Area, and the performance of the duties of the Association as set forth in this Declaration.

ANNUAL ASSESSMENT. Prior to the conveyance of the first Building Site to an Owner, the Board of Directors of the Association shall meet to establish a monetary budget for the maintenance requirements of the Common Area and any other expenses of the Association including but not limited to management, administrative, legal and insurance expense. From and after January 1st of the year immediately following the conveyance of the first Building Site to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year, without a vote of the Membership. From and after January 1st of the year immediately following the conveyance of the first Building Site to an Owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum set forth in this Article. The annual assessment may be payable on a monthly or quarterly installment.

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

COMMENCEMENT OF ASSESSMENTS. Both annual and special assessments shall be fixed by the Association on a uniform rate for all Building Sites. Both assessments shall be collected in a annual or quarterly basis, unless some other basis for collection is adopted by the Board of Directors. The annual assessment period shall commence on January 1st of each year and terminate on December 31st of such year. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Building Site at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates for annual assessments and special assessments shall be as established by the Board of Directors. The Association shall upon demand and for a reasonable

fee, furnish a certificate signed by an officer of the Association stating whether the assessments on a specified Building Site have been paid as of the date of issuance.

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

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

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

No Owner may waive or otherwise escape liability for assessment provided for in this Declaration by non use of the Common area, or any part thereof, or any other part of the Properties, or abandonment of his Building Site.

SUBORDINATION OF LIEN. The lien for the assessments provided for herein in connection with a Building Site shall not be subordinated to the lien of any Deed of Trust or mortgage except the lien of a Deed of Trust or mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Site prior to the recordation of a claim or lien for the assessments provided for in this Declaration. Thus, the lien for any assessment shall be subordinated to the lien of any prior or first Deed of Trust or mortgage. However, the sale or

transfer of any Building Site shall not affect the assessment liens provided in this Article. In addition, the sale or transfer of any Building Site pursuant to a Deed of Trust or mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. However, no sale or transfer shall relieve such Building Site from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE VI
GENERAL PROVISIONS

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

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

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

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

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

GOVERNMENTAL APPROVAL. As long as there is Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration:

a) Annexation of additional properties;

b) Dedication of Common Area, mergers and consolidation and;

c) Amendment of this Declaration of Covenants, Conditions and Restrictions.

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

IN WITNESS WHEREOF, the undersigned being the President of Declarant herein, has hereunto set his hand this 28th day of Sept., 1994.

Brent A. Campbell

Charles Duncan

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned Notary Public in and for the said State and County, personally appeared Brent A. Campbell and Charles Duncan, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged the execution of foregoing instrument for the purpose therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 28th day of September 1994.

DARRIS BILLINGSLEY NOTARY PUBLIC AT LARGE STATE OF TENNESSEE
My Commission Expires March 22, 1997

NOTARY PUBLIC

EXHIBIT "A"

BY-LAWS OF CHANDLER GROVE HOMEOWNER'S ASSOCIATION, INC.

ARTICLE I
NAME OF ASSOCIATION

The name of this non-profit corporation is CHANDLER GROVE HOMEOWNER'S ASSOCIATION, INC. The principal office of the corporation shall be located at 5108 Prince Phillip Cove, Brentwood, Tennessee 37027, and all meetings of members and Directors will be held at the principal office unless some other place within the State of Tennessee is designated by the Board of Directors. The Board of Directors may change the principal office to any location in the State of Tennessee.

ARTICLE II
DEFINITIONS

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

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

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

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

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

5. PROPERTIES shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions and such additions thereto as may be brought within the jurisdiction of the Association;

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

7. DECLARANT shall mean or refer to Brent A. Campbell and Charles Duncan, their

successors and assigns acquiring two or more undeveloped Building Sites for the purpose of development of residential housing;

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

9. PERSON shall mean or refer to a natural person as well as a corporation, partnership, firm, association, trust or other legal entity. The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural where the context so requires;

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

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

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

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

ARTICLE III
MEETING OF THE ASSOCIATION

ANNUAL MEETING. The annual meeting of the Association, except for the first annual meeting, shall be held on or before the first Tuesday of the second calendar month following the close of The Association's fiscal year. The first annual meeting shall be held within one year from the date of incorporation of the Association. In the event the date of the annual meeting falls on a legal holiday, the annual meeting will be held on the first day following which is not a legal holiday.

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

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

WAIVER OF NOTICE. The presence of all Members, in person or by proxy, at any meeting shall render the same a valid meeting, unless any Member shall, at the opening of such meeting, object to the holding of same for noncompliance with the provisions of this Article.

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

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

ARTICLE IV
BOARD OF DIRECTORS

NUMBER. The affairs of the Association shall be managed by a Board of Directors consisting of 3 individuals who may or may not be members of the Association. The number of Directors may be changed by amendment of these By-Laws.

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

REMOVAL. At any regular meeting of special meeting duly called, any one or more of the elected Directors may be removed with or without cause, by a majority of the Members of the association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

COMPENSATION. No compensation shall be paid to any Director for their services performed or rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of his duties and responsibilities.

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

ARTICLE V
NOMINATION AND ELECTION

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

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

ARTICLE VI
MEETINGS OF THE BOARD OF DIRECTORS

REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held at such time and place as shall be determined, from time to time, by a majority of the Directors. If the meeting falls upon a legal holiday, that meeting shall be held at the same place and time on the next day which is not a legal holiday.

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

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

ARTICLE VII
POWERS AND DUTIES

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

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

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

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

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

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

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

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

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

c) Cause the Common Area to be maintained.

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

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

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

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

ARTICLE VIII
OFFICERS

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

ELECTION. The officers of the association shall be elected annually by the Board at the first meeting following each annual meeting of the Members and shall hold office at the pleasure of the Board. The Board may elect such other officers as necessary and each of whom hold office for such period having such authority and performing such duties as the Board may determine. The officers of the Association shall be elected annually by the Board and shall hold office for one year unless said officer shall sooner resign or be removed or otherwise disqualified to serve.

VACANCIES. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time, giving written notice to the Board; however, such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. A vacancy in any office may be filled by appointment by the Board, and the said officer appointed to such vacancy shall serve for the remainder of the term of his predecessor.

RESTRICTIONS. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to this Article.

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

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

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

3. TREASURER. The Treasurer shall have the responsibility to receive and deposit all moneys of the Association; sign all checks and promissory notes; keep proper books of

accounts; cause an annual audit at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures and to present such budget or statement at the membership's regular annual meeting.

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

ARTICLE IX
COMMITTEES

The Board may, from time to time, appoint committees as deemed appropriate to perform the duties and responsibilities of the Association.

ARTICLE X
BOOKS AND RECORDS

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

ARTICLE XI
ASSESSMENTS

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

ARTICLE XII
CORPORATE SEAL

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

ARTICLE XIII

AMENDMENTS

These By-Laws may be amended by vote of the majority of a quorum of Members present or by proxy at any regular or special meeting of the Members. However, the Federal Housing Administration or the Veterans Administration shall have the right to veto any amendments to these By-Laws as long as there is Class B membership in the Association. In the event of any conflict between the Declaration and these By-Laws or the Articles, the Declaration shall control. If any conflict arises between the Articles of Incorporation and these By-Laws, the Article shall control.

ARTICLE XIV
FISCAL YEAR

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

IN WITNESS WHEREOF, we, being all of the Directors of the CHANDLER GROVE HOMEOWNER'S ASSOCIATION, INC., have hereunto set our hands this 28 th day of September, 1994.

95674
IDENTIF. & REFERENCE

94 SEP 30 PM 12:45
FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.

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