BOOK 9645 PG 85

This instrument prepared by:
Boult, Cummings, Conners & Berry (JIVB
414 Union Street, Suite 1600
Nashville, TN 37219

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS

HILL PLACE

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS (the "Declaration") is executed and effective this 13th day of April, 1995, by H. G. Hill Realty Company ("Developer").

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain real estate in Davidson County, Tennessee as more particularly described on Exhibit A attached hereto and as shown upon the Master Plan for HILL PLACE, of record in Plat Book 7900, pages 923-932, Register's Office for Davidson County, Tennessee (said real estate being referred to herein as the "Development"); and,

WHEREAS, Developer desires to provide for the protection and preservation of the values, amenities, desirability and attractiveness of the Development; and,

WHEREAS, Developer desires to establish and provide a system of administration, operation and maintenance of the common areas of the Development; and,

WHEREAS, Developer further desires to establish for Developer's benefit and for the mutual benefit, interest and advantage of each and every person or other entity hereafter acquiring any portion of the Development, certain rights, easements, privileges, obligations, restrictions, covenants, liens, assessments, and regulations governing the use and occupancy of the Development and the maintenance, protection and administration of the common use facilities thereof, all of which are declared to be in furtherance of a plan to promote and protect the operative aspects of residency or occupancy in the Development and on all portions thereof, and are intended to be covenants running with the land which shall be binding on all parties having or acquiring in the future any right, title or interest in and to all or any portion of the Development, and which shall inure to the benefit of each present and future owner thereof.

NOW, THEREFORE, Developer, as legal title holder of the Development, and for the purposes set forth above, declares as follows:

ARTICLE I.

DEFINITIONS

The following words when used in this Declaration or any supplemental declaration hereto (unless the context shall prohibit) shall have the following meanings:

1. "Annual Assessments" shall mean and refer to the assessments described in Article IV, Section 1.

2. "Association" shall mean and refer to Hill Place Homeowners Association, Inc., a not-for-profit corporation to be organized and existing under the laws of the State of Tennessee, its successor and assigns.

3. "Board" shall mean and refer to the Board of Directors of the Association.

4. "By-Laws" shall mean and refer to the By-Laws of the Association attached hereto as Exhibit B and made a part hereof as the same may be amended from time to time.

5. "Committee" shall mean the Architectural Standards Committee established pursuant to Article V hereof.

6. "Common Areas" shall mean and refer to all facilities within the Development used in common by the Owners, including without limitation, all roads, footpaths, bicycle paths, jogging trails, recreational facilities, guard house, gates, boundary walls and fences, median areas, and any areas lying within or adjacent to the roads which are desirable for the Association to maintain and landscape. The Common Areas may be owned by the Association in fee or for a term of years, but for the non-exclusive use, benefit and enjoyment of the owners subject to the provisions of this Declaration, and will be shown as Common Areas on the plats of the Development placed of record now or in the future.

7. "Declaration" shall mean and refer to this Declaration of Protective Covenants, Conditions and Restrictions applicable to the Development and which is recorded in the Office of the Register of Deeds for Davidson County, Tennessee.

8. "Developer" shall mean and refer to H. G. Hill Realty Company, a Tennessee corporation, having its principal place of business in Nashville, Tennessee, its successors and assigns.

9. "Development" shall mean and refer to the property described on Exhibit A attached hereto and made a part hereof.

10. "Engineer" shall mean the architect or engineer engaged by the Committee to review Plans pursuant to Article V hereof.

11. "Impositions" shall mean and refer to any Annual Assessments, Special Assessments, Supplemental Landscape Assessments, or any other charges by the Association against one or more Lots owned by an Owner together with costs of enforcement and reasonable attorneys fees in connection therewith, and shall additionally include, to the extent authorized by the provisions herein, interest thereon.

12. "Improvements" shall mean any building, building addition, outbuilding, garage, detached structure, landscaping, swimming pool, recreational facility, driveway, parking area, walkway, wall, fence, or utility service, or such other improvement or structure constructed or located upon all or any portion of the Development. It is intended that this definition of "Improvements" be broad in scope and is intended to encompass any man-made alteration of the condition of the Lot or Common Areas from and after the date of this Declaration.

13. "Lot" shall mean and refer to any plot of land within the Development to be used for single family residential purposes and so designated on the Plat.

14. "Majority of Owners" shall mean and refer to the holders of more than fifty percent (50%) of the total Votes of the Members.

15. "Member" shall mean and refer to any person or persons who shall be an Owner, and as such, shall be a Member of the Association. "Class A Members" shall mean and refer to any Owner other than the Developer, and "Class B Member" shall mean the Developer.

16. "Mortgagee" shall mean and refer to any holder of a first priority deed of trust encumbering one or more Lots.

17. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee interest in any Lot within the Development, excluding however those parties having such interest merely as a security interest for the performance of an obligation.

18. "Plat" shall mean and refer to the Master Plan of HILL PLACE, of record in Book 7102, page 723, Register's Office for Davidson County, Tennessee, as the same may be amended or supplemented from time to time.

19. "Person" shall mean and 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.

20. "Plans" shall mean the detailed plans prepared for construction of any Improvement which shall comply with the provisions of Article V, Section 4 hereof.

21. "Repurchase Option" shall have the meaning ascribed to that term in Article V, Section 8 hereof.

24. "Special Assessments" shall mean additional assessments of Owners made from time to time by the Board pursuant to Article IV, Section 3.

24. "Supplemental Landscape Assessments" shall mean the assessments to certain of the Lots that are described in Article IV, Section 2.

25. "Vote" or "Votes" shall mean the vote or votes in the affairs of the Association to which each Member is entitled, all as shown on the schedule attached hereto as Exhibit C and incorporated herein.

ARTICLE II.

PROPERTY SUBJECT TO THIS DECLARATION

1. *Definition of Property Subject to This Declaration.* The property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Nashville, Davidson County, Tennessee, and is more particularly described on Exhibit A and shown on the recorded Plat consisting of Lots Numbers 1 through 99, and the Common Areas shown thereon. The Lots and Common Area shown on the Plat are made subject to this Declaration. The Developer, as the legal title holder in fee of the Development, hereby submits and subjects the Development to the provisions of this Declaration and By-Laws. The covenants and restrictions contained herein constitute covenants running with the land and binding on all parties now owning or hereafter having or acquiring any right, title or interest in any Lots or any portion of the Development, and shall inure to the benefit of each Owner hereof. Every Person hereafter acquiring a Lot or any portion of the Development, by acceptance of a deed thereof, shall accept such interest subject to the terms and conditions of this Declaration, and by acceptance of the same shall be deemed to have consented to and be bound by the terms, conditions and covenants of this Declaration.

ARTICLE III.

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

1. *Members.* Every Person who is an Owner of record of a fee interest in any Lot which is included in the Development shall be a Member of the Association. Membership in the Association is appurtenant to and may not be separated from ownership of any Lot.

2. *Classes of Membership.* The Association shall have two classes of membership:

a) Class A Members shall be all Owners except for the Developer prior to the termination of the Class B Membership. If, however, Developer owns one or more Lots upon or after the termination of its Class B Membership, then Developer shall become a Class A Member.

b) The Class B Member shall be the Developer, its successors or assigns. The Class B Membership shall terminate and cease upon the last to occur of (i) specific written termination by Developer or its successor or assigns, (ii) Developer ceases to own any Lots, or (iii) December 31, 2005.

3. *Voting and Voting Rights*. The voting rights of the Members shall be appurtenant to their ownership of Lots. The two Classes of Members shall have the following voting rights:

a) Each Class A Member shall be entitled to cast the number of Votes allocated to the Lot(s) owned by such Member on the schedule of Lots attached hereto as Exhibit C and incorporated herein by this reference. It is expressly understood that the allocation of Votes on Exhibit C is not necessarily proportional to acreage (or based on any other mathematical formula) and that said allocation shall be conclusive proof in any dispute as to voting rights. When two or more persons hold an interest (other than a leasehold or security interest) in a Lot, all such Persons shall be Members, but the Votes attributable to such Lot shall be exercised by one of such Persons as proxy and nominee for all such Members and in no event shall more than one (1) Member be entitled to cast the Votes attributable to any one Lot. Furthermore, neither the Developer nor any other person or individual dealing with the Development shall have any duty to inquire as to the authorization of the Member casting the Votes for any such Lot, but shall be entitled to rely upon the evidence of voting as conclusive evidence of such Member's authority to cast the Votes attributable to such Lot.

b) The Class B Member shall be entitled to cast the greater of (i) five (5) times the number of Votes shown on Exhibit C for each of the Lots to which it holds title; or (ii) two (2) times the number of Votes to which all Class A Members are then entitled.

c) Any Member who is delinquent in the payment of any charges or assessments duly levied by the Association against a Lot or Lots owned by such Member shall not be entitled to vote until all such charges, together with reasonable penalties and interest thereon as the Board may impose, have been paid to the Association.

4. *Manner of Voting*. Except as specifically provided elsewhere herein, the Board shall have the authority to regulate the procedural rules governing the voting of Members, the acceptance of proxies from Members, the validity of voice votes, ballot votes, or other manners of voting, and any regulation of the solicitation of votes or proxies.

ARTICLE IV.

ASSESSMENTS

1. *Annual Assessments*. The Board shall have the power and authority to levy annual assessments against the Lots within the Development. Annual Assessments shall be used to provide funds for such purposes as the Board shall determine to be for the benefit of the Development, including, without limitation, the improvement, maintenance, operation and security of the Development and Common Areas, payment of taxes and insurance thereon, payment of utility bills thereon (including water for sprinkler systems), payment of reasonable

costs to provide attractive seasonal landscaping of the Common Areas, street maintenance costs, the repair, replacement and additions that may be necessary to the Common Areas and the cost of labor, equipment, materials, management and supervision thereof. The Board shall have the right, but not the obligation, to use the Annual Assessments to provide supplemental landscaping, maintenance within Lots, and to provide garbage and trash collection and disposal, if needed, to supplement that provided by public authority. The Board shall fix the amount of Annual Assessment each year by preparing an annual budget for the services to be provided by the Association in the coming year, and allocating said amount among the Lots with each Lot being assessed the percentage of the budgeted amount as is set forth on the schedule attached hereto as Exhibit C.

2. *Supplemental Landscape Assessments*. It is expressly understood and agreed that those Lots located within the area of the Development along Davidson Road near H. G. Hill School consisting of Lots Nos. 80 through 99, shall receive, in addition to the benefits provided to all other Lots within the Development, limited lawn care services for the areas of such Lots which are visible and readily accessible from the street. For such purpose, and such other purposes as may be designated by the Board from time to time, each of the Owners of said Lots shall pay, in addition to Annual and Special Assessments, a Supplemental Landscape Assessment which shall be set by the Board at the same time as the Annual Assessments are set, which will approximate the reasonable cost, including administrative costs, of providing the additional service.

3. *Special Assessments*. In addition to the Annual Assessments authorized herein, the Board may levy a Special Assessment applicable to a particular year; provided that any such Special Assessment shall have the affirmative Votes of not less than fifty percent (50%) of the total Votes within the Association at a meeting of all Members which shall be held after not less than five (5) days' written notice of the date, time and purpose for said meeting, at which a quorum shall be present. Special Assessments shall be due and payable on the date which is fixed by the resolution authorizing such assessment.

4. Assessments Levied on Per-Lot Basis. All Assessments shall be levied in accordance with the schedule attached hereto as Exhibit C, on a per-lot basis, and shall be payable by the individual owner thereof, regardless of whether or not such owner is also the owner of one or more additional Lots.

5. *Exempt Property*. The Impositions and liens created under this Article shall not apply to the Common Areas. All property within the Development which is dedicated to and accepted by a local public authority, which is granted to or used by a utility company, or is designated as part of the Common Area shall be exempt from such Impositions.

6. *Property Owned By Developer*. It is understood that the Developer shall pay all Impositions that may become due upon the Lots it owns.

7. *Payment of Annual Assessments*. The Board shall have the power and authority to determine the payment method for Annual Assessments. Unless provided otherwise by the Board, each Owner shall pay the Annual Assessment on or before the first of April of the year to which said assessment relates, and the Board shall fix the amount of the Annual

Assessment and send a notice thereof to each Owner on or before the first of February of each such year. The Board shall have the power and authority to require quarterly or monthly payments of installments of the Annual Assessments from such Owners as the Board deems suitable, or may require all Annual Assessments to be paid on a quarterly or monthly basis, at its determination.

8. *Commencement*. The eligibility for Annual Assessments for a Lot shall commence upon purchase of the Lot from Developer, or Developer may hereafter set a date for assessments to commence for all Lots which have been purchased from Developer. Assessments on Lots that first become subject to assessments during a calendar year shall be prorated on a calendar year basis for the remainder of such calendar year.

9. *Records of Assessments*. The Association shall cause to be maintained in the office of the Association a record of all Lots and Impositions applicable thereto which shall be open to inspection by any Owner. Written notice of any Imposition shall be mailed to every Owner of the Lot subject to assessment. The Association shall, upon demand and payment of a reasonable charge, furnish to any Owner a certificate in writing signed by an officer of the Association setting forth whether the Impositions against the Owner's Lot have been paid, and if not, the amount then due and owing. Absent manifest error, such certificate shall be deemed conclusive evidence to third parties as to the status of Impositions against any Lot within the Development.

10. *Creation of Lien and Personal Obligations for Assessments*. Each Owner of any Lot shall, by its acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and conditions of this Declaration and promises to pay to the Association all Impositions which may be due from an Owner from time to time. All Impositions, together with interest thereon and cost of collection thereof shall be a continuing lien upon the Lot against which such Impositions are levied as of the effective date of each such Imposition. Each such Imposition, together with such interest thereon and cost of collection therefor as are hereinafter provided, shall also consist of the personal obligation of the Person who was Owner of such Lot at the time when the same fell due. In the event a Lot is owned by more than one Member, all of such Members shall be jointly and severally liable for the entire Imposition then due.

11. *Effect of Non-Payment of Imposition*. If any Imposition hereunder is not paid upon the due date, or if any similar charge otherwise agreed to be paid by Owners in this Declaration is not paid when due, then such Imposition shall be delinquent and shall accrue interest thereon at the highest rate then permissible under the laws of the State of Tennessee commencing upon the due date. If such Imposition is not paid within thirty (30) days after the due date, then the Association may bring an action at law against the Owner personally, and/or at its option, foreclose the lien against the Lot by court action or trustee sale as hereinafter provided, and there shall be added to the amount of such Imposition, all reasonable attorney's fees and costs incurred by the Association in any such action, and in the event a judgment is obtained, such judgment shall include interest on the Imposition as indicated above.

12. *Enforcement of Lien by Trustee's Sale*. For and in consideration of the privileges and protections granted in this Declaration, and the mutual enjoyment and use of the

Common Areas, and for the express purpose of securing the payment of the Impositions described above, in order to avoid unnecessary court proceedings or delays for the enforcement of the liens described above, each Owner by accepting a deed to a Lot for their heirs, successors and assigns, does hereby transfer and convey unto John B. Hardcastle, Trustee, his successors and assigns ("Trustee"), each such Lot deeded to such Owner with the appurtenances, estate, title and interest thereto belonging to the Trustee for the following uses in trust:

Each Owner agrees to pay all Impositions provided herein when due and upon demand of said Trustee or the Association, to pay, discharge, or remove any and all liens except a first mortgage or deed of trust lien which may hereafter be placed against said Lot which would adversely affect the lien granted herein, and in case the Trustee or his successors or the Association shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, or costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed and be payable by said Owner upon demand of the Trustee or the Association, and upon failure to do any of these things then said Trustee or Association may do any or all of said things, and the amounts so paid shall bear interest from the date of payment at the highest rate then permitted by the laws of the State of Tennessee and shall be and become a part of the indebtedness secured hereby.

If any Imposition, together with interest thereon, is not paid promptly when due or within a period of cure allowed above, or if after said Owner fails to pay any other sums due as above provided, or further, fail to reimburse the Trustee or Association within thirty days from the date of the Trustee's or Association's payment of such sums, 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 daily or weekly newspaper published in Davidson County, Tennessee, to sell said Lot at the front door of the Courthouse in said County to the highest bidder for cash at public outcry, free from the equity of redemption, statutory rights of redemption, homestead, dower, and all other exemptions of any 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 at such foreclosure sale. The Association may bid at any sale under this trust conveyance. The Trustee may at any time after default and the payment of any of the above described indebtedness enter and take possession of said Lot and shall only account for the net rents actually received by said Trustee. It is further agreed that in the event the Trustee fails, before selling said Lot as herein provided, to enter and take possession hereof, the purchaser shall be entitled to immediate possession of said Lot upon delivery to him by the Trustee of a deed for said Lot. In case of sale hereunder, the proceeds shall be applied by the Trustee as follows:

(a) to the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided, together with reasonable attorney's fees for advice or for instituting and defending any litigation which may arise on account of the execution of this conveyance or the enforcement of said lien, together with the expenses and costs of any such litigation,

(b) to the payment of all taxes which may be unpaid upon said Lot,

(c) to the payment of all unpaid Impositions herein secured,

(d) the residue, if any, to be paid to the order of said Owners or their representatives or assigns.

In the event of the death, absence, inability, or refusal to act of said Trustee at any time when action of the foregoing powers and trusts may be authorized, or for any other reason, the lawful owner and holder of said lien is hereby authorized and empowered to name and appoint a successor in trust to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and title therein conveyed to the above named Trustee shall be vested in said Successor Trustee. The Trustee is authorized to appoint an attorney-in-fact to conduct in his stead and on his behalf and with the same power possessed by said Trustee as granted herein any and all foreclosure sales authorized above.

13. *Priority of Lien*. The lien described in this Article shall be subordinate to the lien of any Mortgagee under a recorded first mortgage or deed of trust encumbering any such Lot to the extent that the lien reserved herein secures any Impositions accruing after the recording of such mortgage or deed of trust. In the event any Mortgagee becomes the Owner of such Lot after foreclosure thereof, or conveyance by deed in lieu of foreclosure, trustee's deed, or the like, such Mortgagee shall become subject to the lien reserved herein for the purpose of securing all Impositions becoming due from and after the date such Mortgagee accepts a deed to said Lot.

ARTICLE V.

ARCHITECTURAL STANDARDS COMMITTEE

1. *Designation of Committee*. The Association shall have an Architectural Standards Committee (the "Committee) which shall consist of not less than three nor more than five members who shall be natural persons. The members of the Committee shall be appointed and be subject to removal at any time by the Developer until the termination of the Class B membership, and thereafter by the Association's Board of Directors. The Committee shall designate an individual as its Secretary, and all communications with the Committee shall be conducted through the Secretary. The Committee shall employ an architect or engineer (the "Engineer") who shall be responsible for technical review of plans for the account of the Committee.

2. *Function of Architectural Standards Committee*. No Improvements shall be erected, constructed, placed, maintained or permitted to remain on any lot until the plans therefor (the "Plans") shall have been submitted to and approved in writing by the Committee, which shall determine in its sole discretion whether or not the proposed Improvements, and all features thereof, are acceptable to the Committee and are compatible with other improvements constructed within the Development. The Committee shall be the sole judge and arbiter of such acceptability and compatibility.

3. *Design Guidelines*. In carrying out the functions of the Committee, and in order to insure uniformity of quality of the Improvements located within the Development, the Committee has prepared, and shall make available to all Lot Owners, a statement of Architectural Design Guidelines which shall be observed in the construction of all Improvements

within the Development (the "Design Guidelines"), a copy of which is attached hereto as Exhibit D. The Developer and, after the termination of the Class B membership, the Association, reserves the right to modify and amend the Design Guidelines from time to time as it deems appropriate based upon changes and innovations in construction methods and techniques.

4. *Improvement Plans*. Any Owner desiring to construct Improvements, or to modify or demolish existing Improvements, upon any Lot shall first have detailed plans prepared for such Improvement (the "Plans"), which shall be prepared by a licensed architect, or qualified home designer, and shall include, as a minimum, the following:

a) A plot plan drawn on a scale of one inch equals twenty (20) feet, reflecting the following information:

(i) A survey of the Owner's Lot showing the dimensions of the Lot and Lot area, the location of any utilities crossing the lot, and contours of the land drawn at two foot (2') intervals;

(ii) The relationship of the proposed Improvement to each side Lot line, to the rear property line and to the front property line;

(iii) If the Improvement involves an addition to an existing building, the addition shall be shown in a shaded area with the existing building left unshaded;

(iv) Finished floor elevations of the first floor, garage and basement, if any, of all Improvements, together with all exterior color schemes and/ or building materials;

(v) Any detached structures, swimming pools, walls and/or fences on the site;

(vi) A landscaping plan of the entire Lot, including all driveways, sidewalks and terraces; and

(vii) Such other information as may be necessary to evidence compliance by the Plans with the Design Guidelines.

b) If the plan is for an addition or modification to an existing building, a floor plan indicating existing walls, any walls to be removed and any proposed walls to be installed.

c) Elevation drawings of the front, sides and rear of any new structure included within the Improvement, together with the overall height of any new buildings to be constructed, measured from the average grade at the front elevation.

5. *Preliminary Submission*. In the course of the preparation of his Plans, the Owner shall first submit a Preliminary Site Plan disclosing the proposed location of all Improvements to be placed upon the Site, which shall be reviewed by the Committee and either approved or disapproved by it. If the Preliminary Site Plan is approved by the Committee, the Owner shall proceed with the completion of his Plans. If, on the other hand, the Preliminary Site Plan is disapproved, the Owner shall cause such modifications to be made to the same as shall be necessary in order to obtain the approval of the Committee. Once the Preliminary Site Plan has been approved by the Committee, it shall be followed in the development of the Owner's Plans for the improvement of the Lot. In the alternative, the Owner may submit his Preliminary Site Plan and Improvement Plans at one time, in which event, both shall be reviewed by the Engineer and the Committee at the same time, under the provisions of Paragraph 6 below.

6. *Submission of Plans*. The Owner shall then submit the Plans for the proposed Improvement to the Secretary of the Committee, who will refer the same to the Engineer. The Engineer shall then examine the Plans and determine whether or not they comply with the Design Guidelines. The Engineer shall use his best efforts to complete his examination of the Plans within 14 days after the date on which the Plans are referred to him. If he shall determine that the Plans do not comply with the Design Guidelines, the Plans shall be returned to the Owner for revision, without consideration by the committee. If the Owner shall desire to have the Plans revised to comply with the Design Guidelines, he may do so and resubmit the same to the Secretary for review again by the Engineer.

Upon the determination by the Engineer that the proposed Improvement complies with the Design Guidelines, the Plans shall be referred to the Committee which shall review the same for their architectural and aesthetic approval and for their compatibility with the overall Development and with the community at large. The Committee shall certify its approval or disapproval of the Plans to the Owner within 30 days after the referral of the Plans to it. The Committee may grant or withhold its approval of the Plans in its uncontrolled discretion. The Committee's approval of the Plans for any Improvement shall be effective for a period of three (3) years only and if construction of the proposed Improvement shall not have commenced within that time period, the approval shall no longer be valid.

The Committee may impose a reasonable charge to defray its expenses in the consideration of any submission or resubmission of the Plans for any proposed Improvement.

The Committee may require the Owner to post a bond or make a security deposit of Five Thousand Dollars ($5,000.00) or such higher or lower amount as the Committee may determine in its reasonable discretion, in order to ensure Owner's compliance with the Plans. Said bond or deposit shall be refunded to such Owner upon completion of construction and approval thereof pursuant to Section 7 below.

7. *Construction of Improvements*. If the Committee approves the Plans, the Owner shall construct the Improvements in conformity with the same. Actual construction shall be the responsibility of the Owner and shall commence before the expiration of the Committee's approval. Upon the completion of construction of the Improvements, however, and prior to occupancy, the Owner shall notify the Committee which shall have the Improvements inspected by the Engineer to insure that construction was completed in accordance with the Plans. If construction has not been carried out in accordance with the Plans, or if changes in the Plans have been made without the approval of the Committee, occupancy of the Improvements shall be delayed until the necessary corrections are made or the Plans, as modified, are approved; provided, nevertheless, that if the Owner shall fail to make the necessary corrections, or to have the Plans, as modified, approved within 90 days after the date on which the Owner is notified that the Improvements have not been constructed in accordance with the approved Plans, the Developer, or the Association, after the termination of the Class B Memberships, may, at its option, make the necessary corrections, or remove the Improvement in question, at the expense of the Owner.

8. *Repurchase Option If Construction Not Commenced*. If an Owner, or any successors in title to such Owner, shall fail to commence construction of a residence within five (5) years after the closing of the initial purchase of the Lot from the Developer, then the Developer shall have a first option to repurchase the Owner's Lot for a consideration equal to the original purchase price of the same, which shall be paid in cash (less any balance of the original purchase price then owing to the Developer by the Owner) upon the execution and delivery of a Special Warranty Deed transferring title to the Lot in question to the Developer free of encumbrance or defect in title made or suffered by the Owner (herein the "Repurchase Option"). If the Developer shall desire to exercise the Repurchase Option, it shall give notice in writing to the Owner within ninety (90) days after the expiration of such five (5) year period and the transfer of title shall be consummated within 60 days thereafter.

In the alternative, and in lieu of exercising its Repurchase Option, the Developer may, at the Owner's request, grant written extensions of the period for the commencement of construction of the Owner's residence, in increments of one year each. In the event the Developer shall grant one or more such extensions, the time for the exercise of the Repurchase Option and the commencement of construction by the Owner, shall likewise be extended. The Developer's right to exercise the Repurchase Option granted in this Section shall continue to be effective, notwithstanding the termination of the Class B membership.

9. *Limited Effect of Approval of Plans*. The approval of the Committee of an Owner's Plans for the construction of Improvements upon any Lot is not intended to be an approval of the structural stability, integrity or design of a completed improvement or the safety of any component therein but is required solely for the purpose of insuring compliance with the covenants contained herein and further to insure the harmonious and orderly architectural and aesthetic development and improvement of the Lots contained within the Development. Notice is hereby given therefore to any future occupant of any completed Improvement and all invitees, visitors and other persons who may from time to time enter or go on or about such completed Improvements, that no permission or approval granted by the Committee, the Developer or the Association with respect to the construction of Improvements pursuant to this Declaration shall constitute or be construed as an approval of the structural stability of any building, structure or

other Improvement and no liability shall accrue to the Developer, the Committee or to the Association in the event that any such construction shall subsequently prove to be defective.

10. *Exclusive Contractors*. In order to minimize confusion and the complications which may result from the construction of number of Improvements upon different Lots within the Development, at the same time, and in order to insure the maintenance of a high quality of construction, the Developer reserves the right to designate an approved list of contractors who shall be the exclusive contractors authorized and permitted to construct improvements within the Development which list may be revised from time to time in the discretion of the Developer.

ARTICLE VI.

IMPROVEMENT, SETBACK AND USE RESTRICTIONS

1. *Improvement Restrictions*. In addition to the requirements of Article V above concerning compliance with the architectural review authority of the Committee, the following restrictions apply to Improvements:

a) *Combination of Lots*. If one or more contiguous Lots are owned by the same Owner, they may be combined upon the consent of the Developer for the purpose of placing approved Improvements thereon but they shall retain their status as individual Lots for purposes of voting and assessments. Individual Lots may not be resubdivided so as to create a smaller area than originally deeded to an Owner and/or as shown on the Plat.

b) *Setback Lines*. Minimum setback requirements on the Plat shall be observed, but are not intended to create uniformity of appearance, but rather to avoid overcrowding and monotony. Therefore, to the extent possible, it is intended that the setbacks of Improvements be staggered and be used to preserve trees and assure vistas of open areas. The Developer reserves the right to approve the location of each residence upon the Lot and to relocate the same, within the setback lines and/or building areas established by the Plat, in such manner as it shall be deemed, in its sole discretion, to be in the best interests of the overall Development and in furtherance of the goals set forth herein.

c) *Grading*. No Owner shall excavate or extract earth from any of the Lots for any business or commercial purpose, and no elevation changes will be permitted which could materially affect the surface grade of a Lot without the consent of the Developer or the Committee which shall also approve the nature of the earthwork and the manner and methods of installation.

d) *Floor Area*. The total floor area of the main residential structure upon each Lot, exclusive of open porches, patios and breezeways, shall conform substantially with the suggested minimum and maximum improvement square footages for such Lot as set forth in Exhibit C.

e) *Garages*. No garages or carports may face the street in front of a residence without the prior approval of the Committee. Parking of vehicles in the service drives is prohibited.

f) *Tennis Courts*. Tennis courts for the use of Owners and their guests may be constructed on Lots so long as (i) the regulation court can be accommodated within the rear yard area, (ii) landscaping screens the court from view from any street within the Development and from view from adjoining Lots, and (iii) the Committee has approved the location, fencing and wall materials and design. No tennis courts may be lighted after 10:30 P.M.

g) *Swimming Pools, Therapy Pools and Spas*. Swimming pools, therapy pools and spas for the use of Owners and their guests may be constructed on Lots so long as (i) they are below ground level and of a permanent nature, (ii) the location complies with the minimum setback requirements shown on the Plat, (iii) all applicable laws, ordinances, rules and regulations of governmental agencies are met and all necessary governmental permits are obtained by the Owner at its expense, (iv) such pools are completely fenced in a manner approved by the Committee, (v) the construction is not commenced until after the Improvements consisting of the residence has been commenced, (vi) the swimming pool shall be located in the rear yard only, and (vii) the Committee has approved the design and location.

h) *Driveways*. The Committee shall approve the location, construction, and types of materials for all driveways located upon Lots. Without limiting the foregoing, the Lots located on the frontage of Post Road shall have only one driveway entry from Post Road at a location determined by the Committee.

i) *Sidewalks*. Any sidewalk within the front yard area of a Lot that links the front door of the residence to either the driveway or the street shall be surfaced with an approved material.

j) *Fences and Walls* Boundary walls or fences for individual Lots may be erected to enclose rear and side yard areas so long as they are of materials and heights and at locations approved by the Committee. No boundary wall or patio or courtyard wall shall extend to a height greater than six (6) feet from ground level unless the Committee and the adjoining Lot Owners so consent. No walls other than retaining walls may be constructed along the street on the front of any Lot unless approved by the Committee, and no retaining wall shall extend to a height greater than three (3) feet above the earth being retained. All boundary and retaining walls must be of materials approved by the Committee. Timber or modular concrete unit walls shall not be permitted.

k) *Clotheslines*. There shall be no outside clotheslines, clothes hanging devices, or the like upon any Lot.

l) *Lighting*. No building-mounted floodlights shall be permitted on the front or sides of any Improvements, and there shall be no exterior lighting visible from any street within the Development other than porch lights or eve lights, which shall be permitted on residences located on Lots 1 through 79. Decorative postlights shall be installed only with the

prior approval of the Committee. Any walkway or landscape lighting shall be of low intensity with light sources concealed from view from any street within the Development. Seasonal decorative lighting shall be permitted only during the holiday season (between Thanksgiving and the following January 7 of each year). Lights installed on the sides and rears of any Improvements must be adjusted so that the rays of any beam or floodlight shall not interfere with the neighboring Lots.

m) *Mail Boxes*. Developer reserves the right to establish a uniform mailbox location system and to provide a uniform mailbox for each Lot.

n) *Screening of Mechanical and Storage Areas*. Any and all equipment, air conditioner condensers, garbage cans, woodpiles, refuge or storage piles on any lot, whether temporary or permanent, shall be screened to conceal the same from the view of neighboring Lots, roads, or Common Areas, with the plans for any screening, fences and/or landscaping being approved by the Committee. Incinerators for garbage, trash or other refuse shall not be used or permitted to be erected on any Lot.

o) *Screening Areas*. No utility meters, air conditioning compressors, pumps and/or pump houses and other equipment shall be visible from neighboring Lots, roads or Common Areas.

p) *Landscaping*. No trees may be removed from a Lot without the consent of the Committee.

q) *Occupancy Permit*. No residence upon any Lot may be occupied prior to (i) the issuance of a final use and occupancy permit for the same by the Metropolitan Government of Nashville and Davidson County and (ii) approval of the Committee.

r) *Basketball Goals*. No basketball goals shall be permitted unless they are not visible from any street within the Development and have been approved by the Committee.

s) *Outside Recreation Equipment*. Outside recreation equipment may be placed upon any Lot so long as (i) the equipment is located within the rear yard area, (ii) such equipment is not visible from any street within the Development, and (iii) the design and location is approved by the Committee prior to installation. It is understood that the Committee may, without limitation, require screening with landscaping, fences or walls. For the purpose of this Section, outside recreation equipment shall include swings, slides, playhouses, and similar equipment or structures.

t) *Signs*. No sign, billboard or poster of any kind of a permanent nature shall be erected, exhibited, maintained or placed upon any Lot. Temporary signs, not exceeding a maximum face area of four (4) square feet, such as "For Sale" signs, shall be permitted so long as (i) there shall be no more than one (1) sign per Lot, (ii) no such sign shall be placed outside of the Lot within any street right-of-way, common open space or Lot owned by other persons, and (iii) signs comply with such regulations that may be adopted by the Committee from time to time. The Developer shall have the right to erect reasonable and

appropriate signs for its own use and the use of other parties engaged in the construction and sale of Improvements on Lots within the Development.

u) *Antennae*. No transmitting or receiving equipment (antennas, dishes in excess of eighteen inches (18") in diameter, etc.) for radio, television, or communications may be located on the exterior of any Improvements without the consent of the Committee, and in no event may such equipment be in the front of any Lot or be visible from roads.

2. *Use Restrictions*.

a) *Nuisance*. No Owner shall use his Lot in such a manner as to create a nuisance. No Owner shall commit waste upon any Lot within the Development.

b) *Parking*. A minimum of two covered off-street parking spaces for each residence must be provided by each Owner unless waived by the Developer or the Committee. All vehicles must be parked in garages or driveway areas and may not be parked on grass or yard areas. Guest parking shall be limited to the areas designated as such upon the Plat or by the Developer or Committee. No wrecked vehicle or vehicles in a non-functional condition or vehicles without proper registration shall be parked on any Lot or upon any of the Common Areas. No house trailers or portable buildings shall be permitted within the Development. No Owner shall permit any vehicle (operable or inoperable) owned by such Owner or by any person occupying his Improvements or by any guest or invitee of such Owner to remain parked on any street within the Development for a period of more than twenty-four (24) consecutive hours. Any vehicle which remains parked on the street in violation of the foregoing covenant, or in violation of any other rules and regulations now or hereafter adopted by the Board, may be towed at the expense of the Owner of such vehicle or the Owner of the Lot adjacent to which such vehicle was parked. Neither Developer, the Association, or the Board shall be liable to the owner of such vehicle for trespass, conversion, or otherwise, nor be guilty of any criminal act by reason of such towing, and neither the removal nor the failure of the owner of such vehicle to receive any notice of said violation shall be grounds for relief of any kind. The term "vehicle" as used herein, shall include, without limitation, motorhomes, watercraft, trailers, motorcycles, scooters, trucks, campers, buses and automobiles.

c) *Animals*. No animals, livestock or poultry of any kind shall be raised, bred, pastured or maintained on any Lot except household pets which shall be kept in reasonable numbers as pets for the sole pleasure of the occupants, but not for any other purpose or use. No such household pets shall be permitted to the extent they become a nuisance to neighboring Lot Owners. No pets shall be permitted outside the boundaries of the Owner's Lot unless accompanied by their owners and on a leash. The Board, or any individual resident, may take appropriate measures to insure compliance with this provision, including without limitation, having the animal picked up by the appropriate governmental authorities. On platted Lots larger than ten (10) acres, up to two horses may be pastured and stabled on each such Lot. Such horses shall be exclusively for the riding enjoyment of the Owners and their guests. Owners shall not stable horses owned by non-Owners. Horses shall not be ridden on any private street or within any common open space of the Development. Owners shall be responsible for all damages done to the common areas, including fences.

d) *Noise*. No Owner shall cause or allow any use of his Lot that results in noise which disturbs the peace and quiet of the Development. This restriction includes, without limitation, dogs whose loud and frequent barking, whining or howling disturbs other Lot Owners, exterior music systems or public address systems, and other noise sources which disturb other Owners' ability to peacefully possess and enjoy their Lots.

e) *Burning*. No Owner shall permit or cause the escape of such quantities of dense smoke, soot, cinders, noxious acids, fumes, dust, or gasses as to interfere with the use and enjoyment by other Owners of their Lots. Open burning shall not be permitted on any Lot at any time (during construction or thereafter). Burning of leaves or refuse shall not be permitted within the Development.

f) *Home Businesses and Nuisances*. No house or other structure on any Lot other than the Developer's sales office, shall be used for any business purpose that involves employment of personnel other than residents of the Improvements or in-person on-site sales involving non-residents. Each Owner shall refrain from any act or use of his Lot which could reasonably cause embarrassment or discomfort or annoyance to the neighborhood. No noxious, offensive or illegal activity shall be carried out upon any Lot.

g) *Watercraft, RVs, Motorcycles*. Watercraft and RVs must be stored only in side and rear yard areas and must not be visible from neighboring Lots, streets or Common Areas. No motorcycle, motorbike, motorscooter or recreational all-terrain vehicle shall be permitted to be operated within the Development, except for motorcycles designed exclusively for transportation on public streets and interstate highways. Such motorcycles may be operated only on the street and must not utilize a muffler system other than manufacturer's stock except to decrease the noise level of the motorcycle.

h) *Codes*. Each Owner shall observe all governmental building codes, health restrictions, zoning restrictions and other regulations applicable to his Lot. In the event of any conflict between any provision of such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

i) *Speed Limit*. Any vehicle moving in excess of 25 miles per hour on any street within the Development shall be considered as speeding and the owner or operator thereof shall be subject to any fine levied by the Association.

j) *Dangerous Activities*. The pursuit of hobbies or other inherently dangerous activities including without limitation the assembly and disassembly of motor vehicles or other mechanical devices, the shooting of firearms (including, without limitation, "B-B" guns, air rifles, pellet guns, and small firearms of all types), fireworks, or other pyrotechnic devices of any type or size, and other such activities shall not be allowed upon any Lot.

k) *Garbage and Refuse Disposal*. No Lot nor any Common Area shall be used or maintained as a dumping ground for rubbish. Incinerators shall not be used or permitted to be erected or placed on any Lot. Trash, garbage or other waste shall be kept only in sanitary containers. All equipment for the storage or disposal of such material shall be concealed from view by screening or otherwise by the Owner and be kept in a clean and sanitary condition. No curbside garbage pickup is permitted, and all garbage pickup shall be from the side or rear yard.

ARTICLE VII.

1. *Maintenance*. All Lots, together with the exterior of all Improvements located thereon, shall be maintained in a neat and attractive condition by their respective Owners.

2. *Construction*. During land development and throughout construction, all Owners and contractors acting under their authority in the development and construction of Improvements upon any Lot shall take all such actions as may be reasonably required to control, inhibit, or prevent land erosion, the sedimentation of streams and impoundments resulting from erosion, and to keep such Lot in a neat and sightly condition free from trash and debris. No building materials may be stored on any Lot except for the purpose of construction on such Lot, and then only for such length of time as is reasonably necessary for the construction of the Improvements then in progress. Specifically during construction, no temporary structure or office trailer placed on a Lot may be used temporarily or permanently as a residence.

3. *Maintenance Prior to Construction*. After the sale of a Lot but before the commencement of construction, the Developer will maintain such Lot and charge the cost thereof to the Owner as a supplemental assessment. Such maintenance shall consist of lawn cutting and such other landscape maintenance as shall be reasonably necessary to maintain the Lot in a substantially similar condition to that existing immediately prior to the Owner's purchase of such Lot.

4. *Failure to Maintain Lots*. In the event any Owner shall fail to maintain the Improvements situated upon his Lot in a manner satisfactory to the Association, the Association may upon the vote of at least two-thirds of the Board of Directors and after ten (10) days notice in writing to the offending Owner during which time said Owner has continued to fail to commence the correction of the matter in question, may enter upon said Lot and perform the maintenance of the Improvements itself. The cost of such maintenance shall be added to and become a part of the Imposition to which such Lot is subject and the Owner of such Lot shall be personally liable for the cost thereof.

ARTICLE VIII.

EASEMENTS

1. *General*. Until termination of the Class B Membership, Developer reserves an easement for ingress and egress generally across the Development at reasonable places thereon and across the various Lots for the purpose of completing Developer's intended

development. Said ingress and egress easement shall in any event be reasonable and shall not interfere with the construction of Improvements on a Lot nor the use and enjoyment of a Lot by an Owner.

2. *Emergency*. There is hereby reserved without further assent or permit, a general easement to all police officers and security guards employed by Developer or Association, firefighters, ambulance personnel, garbage collectors, mail carriers, utility personnel, delivery service personnel and all similar persons to enter upon the Development or any portion thereof which is now or hereafter made subject to this Declaration in the performance of their respective duties.

3. *Easements Over Common Areas*. The Plat designates certain areas for roads, utilities, drainage, common areas, and recreational areas. The easements so designated on the Plat encumber the Lots as shown on the Plat and are hereby established as perpetual and irrevocable easements. Said easements are granted and reserved for the use and benefit in common of all owners in the Development and their agents, servants, family members and invitees. No Owner shall have the right to restrict, impede or take any action in any way to prohibit or limit the use in common by all Owners of said easements. However, use of the easements and common areas shall be subject to and governed by provisions of this Declaration and the by-laws, rules and regulations of the Association.

4. *No Public Rights*. The roads within the Development shown on the Plat are not public thoroughfares and no rights in favor of the general public are intended to be created hereby or by the recordation of the Plat. Instead, said roads are private thoroughfares intended to be maintained, operated and controlled by the Association and no public authority has any responsibility for maintenance, repair or replacement of said roads. In connection with the foregoing, Developer and/or the Association reserves the right to control access to the Development by entry onto the roads of the Development or otherwise. Soliciting within the Development is expressly prohibited.

ARTICLE IX.

SALE OR LEASE OF LOTS

1. *Sales, Resales and Advertising*. Each Lot owner may erect one sign, of a size, character and at a location approved by the Committee, indicating that a residence is for sale or for lease. In order to preserve and protect the decorum of the community of residences within the Development, the Association reserves the right to restrict all other advertising and the placement of all other signs on or relating to properties for sale or resale within the Development. This does not preclude an Owner from using media advertising. The Association shall have the power and authority to adopt such additional restrictions and provisions concerning advertisement and sale procedures as the Association believes, as evidenced by the approval of the Board, will promote the orderly, harmonious and nondisruptive marketing of Lots.

ARTICLE X.

GENERAL PROVISIONS

1. *Duration*. The covenants, conditions and restrictions contained herein shall be appurtenant to and run with the land and shall be binding upon all Owners and parties hereinafter having an interest in any of the Development, and all parties claiming under them, until December 31, 2025, at which time they shall be automatically extended for successive periods of ten (10) years each, unless a majority of the votes attributable to Lots in the Development are cast in favor of a proposition to change, amend or revoke the restrictions in whole or in part at a duly called meeting of the Association within the final one (1) year of the term of this Declaration, as it may have been extended. Each purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be extended as provided in this Article IX, Section 1.

2. *Amendment*. The covenants and restrictions contained in this Declaration may be amended unilaterally by the Developer, without joinder of any Owner, until the termination of the Class B memberships or for a period of ten (10) years from the date hereof, whichever is longer. Thereafter, any amendment of this Declaration will require the affirmative vote of at least two-thirds (2/3) of the Votes entitled to be cast by the then Members of the Association, (both Class A and Class B) at a duly called meeting of the Association at which a quorum is present. To the extent then required by applicable laws and/or regulations, all amendments of this Declaration must be approved by the Planning Commission of the Metropolitan Government of Nashville and Davidson County, or its successor governmental entity. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be amended as provided herein.

3. *Enforcement*. All restrictions herein may be enforced by Developer, its successors and assigns until the termination of the Class B Membership, or by the Association acting by and through its Board, by proceeding at law or in equity against the Person violating or attempting to violate any covenant or covenants, either to restrain the violation thereof or to recover money damages, together with reasonable attorneys' fees and court costs. Furthermore, after the termination of Developer's Class B Membership in the Association, in the event the Association fails to act to enforce any restriction contained herein, any Owner of any Lot may bring suit to compel the enforcement of these restrictions as aforesaid by the Association against any other Owner. Notwithstanding the foregoing, the covenants contained in Article VIII hereof regarding the Developer's option to purchase Lots shall be enforceable only by Developer and not by its successors or assigns unless said rights are specifically assigned thereby Developer in writing.

4. *Partial Invalidity*. Any invalidation of any one or more of these restrictions by judgment, court order, or statute, for failure on the part of Developer or its successors or assigns to enforce any of said restrictions, shall in no way affect any of the other

provisions hereof or be deemed as a waiver of the right to enforce such restrictions at any time after the violation thereof. Invalidation of any one or more of these restrictions by judgment or court order shall neither affect any of the other provisions not expressly held to be void nor the provisions so void in circumstances or applications other than those expressly invalidated, and all such remaining provisions shall remain in full force and effect together with the provisions ruled upon as they apply to circumstances other than those expressly invalidated.

5. *Abatement*. In the event that any Owner violates any of the terms or conditions of this Declaration and fails to cure the same within ten (10) days after written notice thereof, then Developer, in addition to any other rights and remedies provided for herein, shall have the express right, privilege and license to enter upon any Lot to take any reasonable action to cure such violation, and all reasonable costs thereof shall be at the expense of the Owner of such Lot and shall be payable upon demand by Developer.

6. *Notice*. All notices required or permitted hereunder shall be in writing and effective when deposited in the U.S. mail, postage prepaid, addressed to any Owner at the address of the Lot owned by such Owner, or addressed to the Developer as follows:

H. G. Hill Realty Company
2995 Sidco Drive
Post Office Box 41503
Nashville, TN 37204-1503

or such other address as Developer may, by notice to each of the Owners, designate.

7. *Headings and Binding Effect*. Headings have been 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 the Developer and all persons claiming by, through or under Developer.

8. *Exoneration of Developer*. Each Owner of any Lot in the Development, or any other party having an interest in any portion of the Development, expressly agrees that no duty or obligation is imposed upon Developer to enforce or attempt to enforce any of the covenants or restrictions contained herein, nor shall Developer be subject to any liability of any kind or nature whatsoever resulting out of any claim by any third party asserting that Developer failed to enforce the same.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Protective Covenants, Conditions and Restrictions to be duly executed this 13th day of April, 1995.

H. G. HILL REALTY COMPANY

By: _____

Title: President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Emma Jean Hoff, Notary Public, John B. Hardcastle, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained and who further acknowledged that he is President of H. G. Hill Realty Company, a Tennessee corporation, and is authorized to execute this instrument on behalf of said corporation.

WITNESS my hand, at office, this 13th day of April, 1995.



_____
Notary Public

My Commission Expires: July 27, 1996

EXHIBIT A

(Legal Description)

LAND LYING IN THE FIRST CIVIL DISTRICT, TWENTY-FOURTH COUNCILMANIC DISTRICT OF DAVIDSON COUNTY, TENNESSEE, LOCATED ON THE NORTH SIDE OF DAVIDSON ROAD AND WEST OF POST ROAD, DESCRIBED ACCORDING TO A SURVEY PREPARED BY JAMES M. OVERFELT, R.L.S. #1634, OF GRESHAM, SMITH AND PARTNERS, DATED SEPTEMBER 1, 1994, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NEW IRON ROD IN THE WESTERLY MARGIN OF POST ROAD. SAID IRON ROD BEING 317± FEET FROM THE NORTHERLY MARGIN OF FRANSWORTH DRIVE, AS EXTENDED; THENCE WITH SAID POST ROAD WESTERLY MARGIN THROUGH THE FOLLOWING COURSES:

WITH A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 14°25'22", A RADIUS OF 934.40 FEET, AN ARC LENGTH OF 235.21 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 14°54'39" WEST, 234.59 FEET, TO A NEW IRON ROD;

SOUTH 07°41'58" WEST, 968.90 FEET TO AN OLD IRON ROD;

WITH A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 29°00'00", A RADIUS OF 548.00 FEET, AN ARC LENGTH OF 277.37 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 22°11'58" WEST, 274.42 FEET TO AN OLD IRON ROD;

SOUTH 36°41'58" WEST, 1301.94 FEET TO A NEW IRON ROD ON THE NORTHERLY MARGIN OF DAVIDSON ROAD (A 60' RIGHT-OF-WAY);

THENCE LEAVING SAID WESTERLY MARGIN OF POST ROAD, WITH THE SAID NORTHERLY MARGIN OF DAVIDSON ROAD NORTH 78°06'03" WEST, 847.20 FEET TO A NEW IRON ROD BEING THE SOUTHEASTERLY CORNER OF METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE OF RECORD IN DEED BOOK 4307, PAGE 137, R.O.D.C., TENNESSEE;

THENCE WITH SAID METROPOLITAN GOVERNMENT THROUGH THE FOLLOWING COURSES:

NORTH 11°53'58" EAST, PASSING AT 444.65 FEET, A NEW IRON ROD AS A WITNESS CORNER IN ALL 462.65 FEET;

NORTH 76°06'20" WEST, 178.00 FEET TO A NEW CHISELED SQUARE IN A ROCK;

NORTH 61°56'02" WEST, 668.50 FEET TO A NEW IRON ROD. LYING ON THE EASTERLY LINE OF HILLWOOD COUNTRY CLUB OF RECORD IN DEED BOOK 2648, PAGE 502, R.O.D.C., TENNESSEE;

THENCE LEAVING SAID METROPOLITAN GOVERNMENT WITH SAID HILLWOOD COUNTY CLUB THROUGH THE FOLLOWING COURSES:

NORTH 11°53'57" EAST, 5.00 FEET TO A NEW IRON ROD;

WITH A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07°00'01", A RADIUS OF 2000.00 FEET, AN ARC LENGTH OF 244.35 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 15°23'57.5" EAST, 244.20 FEET TO A NEW IRON ROD;

NORTH 18°53'58" EAST, 1003.90 FEET TO AN OLD CONCRETE MONUMENT;

WITH A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 83°09'00", A RADIUS OF 680.00 FEET, AN ARC LENGTH OF 986.84 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 60°28'28" EAST, 902.50 FEET TO AN OLD CONCRETE MONUMENT;

SOUTH 77°57'02" EAST, 160.30 FEET TO A NEW IRON ROD;

THENCE LEAVING HILLWOOD COUNTY CLUB WITH A SEVERANCE LINE THROUGH THE FOLLOWING COURSES:

NORTH 19°16'13" EAST, 227.68 FEET TO A NEW IRON ROD;

SOUTH 79°36'44" EAST, 284.71 FEET TO A NEW IRON ROD;

SOUTH 78°15'53" EAST, 477.62 FEET TO A NEW IRON ROD;

SOUTH 67°51'42" EAST, 445.07 FEET TO THE POINT OF BEGINNING. SAID LAND CONTAINING 109.978 ACRES, MORE OR LESS.

BEING THE SAME PROPERTY CONVEYED TO H.G. HILL REALTY COMPANY BY DEED BOOK 904, PAGE 384, AND A PORTION OF THE PROPERTY CONVEYED BY DEED BOOK 9587, PAGE 573, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

THE AFOREDESCRIBED PROPERTY BEING SUBJECT TO A 20-WIDE PERMANENT SANITARY SEWER EASEMENT AS OF RECORD IN DEED BOOK 6391, PAGE 530, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

LAND LYING IN THE FIRST CIVIL DISTRICT, TWENTY-FOURTH COUNCILMANIC DISTRICT OF DAVIDSON COUNTY, TENNESSEE, LOCATED NORTH OF DAVIDSON ROAD, SOUTH OF FRANSWORTH DRIVE, AND EAST OF POST ROAD, DESCRIBED ACCORDING TO A SURVEY PREPARED BY JAMES M. OVERFELT, R.L.S. #1634, OF GRESHAM, SMITH AND PARTNERS, DATED SEPTEMBER 1, 1994, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NEW IRON ROD LYING ON THE EASTERLY MARGIN OF POST ROAD (A 50' RIGHT-OF-WAY) AND THE SOUTHERLY MARGIN OF FRANSWORTH DRIVE (A 50' RIGHT-OF-WAY); THENCE WITH SAID SOUTHERLY MARGIN OF FRANSWORTH DRIVE THROUGH THE FOLLOWING COURSES;

SOUTH 60°21'09" EAST, 1192.24 FEET TO A NEW IRON ROD;

WITH A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07°23'37", A RADIUS OF 325.00 FEET, AN ARC LENGTH OF 41.94 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 64°02'02.5" EAST, 41.91 FEET TO A NEW IRON ROD ON THE WESTERLY MARGIN OF LOUISVILLE AND NASHVILLE RAILROAD COMPANY RIGHT-OF-WAY;

THENCE LEAVING SAID SOUTHERLY MARGIN OF FRANSWORTH DRIVE WITH SAID WESTERLY MARGIN OF LOUISVILLE AND NASHVILLE RAILROAD COMPANY THROUGH THE FOLLOWING COURSES:

WITH A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 04°45'14", A RADIUS OF 5809.79 FEET, AN ARC LENGTH OF 482.04 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 47°49'06" WEST, 481.91 FEET TO A NEW IRON ROD;

SOUTH 50°11'43" WEST, 1072.32 FEET TO A NEW IRON ROD;

WITH A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07°57'13", A RADIUS OF 5778.61 FEET, AN ARC LENGTH OF 802.17 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 46°13'06.5" WEST, 801.52 FEET TO A NEW IRON ROD ON THE NORTHERLY MARGIN OF DAVIDSON ROAD (A 60' RIGHT-OF-WAY);

THENCE LEAVING SAID WESTERLY MARGIN OF LOUISVILLE AND NASHVILLE RAILROAD COMPANY, WITH THE NORTHERLY MARGIN OF SAID DAVIDSON ROAD, NORTH 78°06'03" WEST, 307.35 FEET TO A NEW IRON ROD ON THE EASTERLY MARGIN OF THE AFOREMENTIONED POST ROAD;

THENCE LEAVING SAID NORTHERLY MARGIN OF DAVIDSON ROAD WITH SAID EASTERLY MARGIN OF POST ROAD THROUGH THE FOLLOWING COURSES:

NORTH 36°41'58" EAST, 1278.84 FEET TO A NEW IRON ROD;

WITH A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 29°00'00", A RADIUS OF 598.00 FEET, AN ARC LENGTH OF 302.68 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 22°11'58" EAST, 299.45 FEET TO A NEW IRON ROD;

NORTH 07°41'58" EAST, 814.09 FEET TO THE POINT OF BEGINNING. SAID LAND CONTAINING 31.152 ACRES MORE OR LESS.

BEING THE SAME PROPERTY CONVEYED TO H.G. HILL REALTY COMPANY, BY DEED BOOK 731, PAGE 542, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

THE AFOREDESCRIBED PROPERTY BEING SUBJECT TO THE 100-YEAR FLOOD PLAIN, AN INDETERMINATE SANITARY SEWER EASEMENT AS OF RECORD IN DEED BOOK 3506, PAGE 63, AND A 20' WIDE PERMANENT SANITARY SEWER EASEMENT AS OF RECORD IN DEED BOOK 8223, PAGE 594, R.O.D.C., TENNESSEE.

EXHIBIT B

BY-LAWS OF THE HILL PLACE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I. MEMBERS

Section 1. Every Person who is an Owner of any Lot within the Development shall be a Member of the Association. Membership may be appurtenant to and not separated from ownership of any Lot. The Membership of each Owner shall terminate when such Person ceases to be an Owner, and upon the sale, transfer or other disposition of its ownership interest in a Lot, its Membership in the Association shall automatically be transferred to the new Owner succeeding to such ownership interest.

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

a) Class A. Class A Members shall be all Owners except for Developer prior to termination of his Class B membership. If at the time Developer's Class B membership terminates, Developer owns one or more Lots, then Developer shall become a Class A Member with respect to said Lots.

b) Class B. The Class B Members shall be the Developer, its successors or assigns. The Class B Membership shall terminate and cease upon the last to occur of (i) specific written termination by Developer or its successor or assigns, (ii) Developer ceases to own any Lots, or (iii) December 31, 2005.

Section 3. Annual Meetings. The first annual meeting of the Owners shall be held, subject to the terms hereof, on a date specified by the Board, provided, however, that said first meeting shall be held not more than one hundred twenty (120) days after Developer has sold and delivered its deed for at least twenty-five (25) Lots, or not less than three (3) years following the date of recording the Declaration, whichever first occurs. Thereafter, regular annual meetings of the Owners shall be held on the second Tuesday of each January thereafter. All such meetings shall be held in a location within Davidson County, Tennessee, and at a time specified in the written notice of such meeting which shall be delivered to all Owners at least ten (10) days prior to the date of such meeting.

Section 4. Special Meetings. Special Meetings of all Owners may be called by the President or by a majority of the Members of the Board or by Owners possessing at least three-fifths (3/5) of the votes entitled to be cast within the Association. Said Special Meeting shall be called by delivering written notice to all Owners not less than ten (10) days prior to the date of said meeting, which notice shall state the time, location, and matters to be considered at said meeting.

Section 5. Notice of Meetings. Notices of meetings may be delivered personally or by mail to any Owner at the address of the Lot.

Section 6. Voting. Class A Members shall have the Votes allocated to each Lot they own as set forth in the schedule attached as Exhibit C to the Declarations. The Class B Member shall have the greater of (i) five (5) multiplied by the Votes the Lots it owns would otherwise entitle it to cast (ii) two (2) times the number of Votes to which all Class A Members are then entitled. In the event any Lot is owned by more than one Person, said Persons shall determine among themselves how the Votes are to be cast, and shall designate one Member to cast all of the Votes allocable to said Lot. In no event shall the Votes with respect to any jointly owned Lot be cast separately.

Section 7. Quorum. A quorum of Owners for any meeting shall be constituted by Owners represented in person or by proxy holding a majority of the Votes entitled to be cast at such meeting.

ARTICLE II. BOARD OF DIRECTORS

Section 1. Number, Election and Term of Office. The Board of Directors of the Association ("Board") shall consist of five (5) Members (herein the "Directors" or "Members of the Board"). The Board shall be designated by Developer until the termination of the Class B memberships. Thereafter, the Board shall be elected by the members; provided, nevertheless, that at least one (1) member of the Board shall be a resident of Lots 80-99 and at least one (1) shall be a resident of Lots 1-79.

Section 2. Qualification. After the termination of the Class B Membership, each Director shall be an Owner. If a Director shall cease to be an Owner during his term of office, he shall automatically cease to be a Director and his place on the Board shall be deemed vacant.

Section 3. Vacancies. Any vacancy occurring in the Board shall be filled by the majority vote of the remaining members of the Board. Any Director so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the Director whom he succeeds.

Section 4. Meetings. A regular annual meeting of the Board shall be held immediately following the regular annual meeting of the Owners. Special meetings of the Board may be held upon a call by the President or by a majority of the Board on not less than forty-eight (48) hours notice in writing to each Director delivered personally, or by mail, fax, or telephone. Any Director may waive notice of the meeting, or consent to the holding of a meeting without notice, or consent to any action proposed to be taken by the Board without a meeting. A Director's attendance at a meeting shall constitute his waiver of notice of said meeting.

Section 5. Removal. Any Director may be removed from office with or without cause by the vote of three-fifths (3/5) of the total Votes of the Owners.

Section 6. Compensation. Directors shall receive no compensation for their services as directors unless expressly provided otherwise in resolutions duly adopted by the Owners.

Section 7. Quorum. Three Directors shall constitute a quorum.

Section 8. Powers and Duties. The Board shall have the following powers and duties:

a) To elect and remove the officers of the Association;

b) To administer the affairs of the Association, including, without limitation, the purchasing of casualty and liability insurance covering the Common Areas, the Board, the Association and the Officers;

c) To formulate policies for the administration, management, and operation of the Common Areas;

d) To adopt rules and regulations with written notice thereof to all Owners governing the administration, management, operation and use of the Common Areas and the Development;

e) To provide for the maintenance, repair and replacement of the Common Areas, and authorize any other expenses authorized by the Declaration and approve payment vouchers therefore, or delegate such approval rights 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 purchase for the maintenance, repair, replacement, administration, management and operation of the Common Property and other expenses authorized by the Declaration;

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;

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 levying and collecting from each of the Owners their respective shares of such expenses;

j) To designate members of the Architectural Standards Committee;

k) Unless provided otherwise herein or in the Declaration, to take actions authorized by the instructions of a majority of the Owners as expressed in a resolution duly adopted at any annual or special meeting of the Association.

Section 9. Non-Delegation. Nothing in this Article or these By-Laws shall be deemed to grant the Board, the Association or the officers of the Association any powers or duties which by law have been delegated to the Owners.

ARTICLE III. OFFICERS

Section 1. Designation. At each regular annual meeting, the Directors present at said meeting shall elect the following officers of the Association by a majority vote:

a) A President who shall be a Director and who shall preside over the meetings of the Board and the Association.

b) A Secretary who shall keep the minutes of all meetings of the Board and the Association and who shall in general perform such other duties incident to the office of Secretary.

c) A Treasurer who shall be responsible for maintenance of financial records and books of account and reporting concerning the same to the Board and the Association.

d) Such other officers as the Board shall see fit to elect.

Section 2. Powers. The officers elected by the Board shall have the general powers usually vested in such officers, or such specific powers as the Board may choose to delegate.

Section 3. Term of Office. Each officer shall hold office for a term of one (1) year or until his successor shall have been appointed or elected and qualified.

Section 4. Vacancies. Vacancies in any office shall be filled by the Board by a majority vote of the remaining members thereof at a special meeting of said Board. Any officer so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds. Any officer may be removed for cause at any time by vote of three-fifths (3/5) of the total members of the Board at a special meeting.

Section 5. Compensation. The officers shall receive no compensation for their services.

ARTICLE IV. ASSESSMENTS

Section 1. 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 expenses and cash requirements for the year, including without limitation, salaries, wages, payroll taxes, legal and accounting fees, working capital funds, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, and all other expenses for carrying out the duties of the Association. To the extent that the assessments and other cash income collected from the Owners during the preceding year shall be more or less than expenditures actually incurred in said preceding year, the surplus or deficit, as the case may be, shall also be taken into account. The annual budget shall provide a contingency reserve and a replacement reserve, in such reasonable amounts as the Board shall determine.

Section 2. Assessments. The estimated annual budget for each fiscal year as set forth in Section 1 above shall be approved by the Board and copies shall be sent to each Owner not later than thirty (30) days prior to the beginning of such year, together with a notice specifying the amount of the assessment due from each such Owner and, in the case of Lots Nos. 80 through 99, the amount of any applicable Supplemental Landscaping Assessment and the manner of payment, monthly, quarterly or annually. In the event the Board fails to approve an estimated annual budget or fails to send notices for new assessment amounts to any Owner, each Owner shall continue to pay assessments for the following year in the amount and manner as such Owner paid assessments in the previous year.

Section 3. Supplemental Budget. In the event during the course of any year it shall appear to the Board that the assessments determined in accordance with the estimated annual budget for such year are now insufficient or inadequate to cover the estimated 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 supplemental budget shall be furnished to each Owner and thereupon a special assessment shall be made to each Owner for such Owner's share of the estimated deficiency.

Section 4. Records and Statement of Account. The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures of the Association, specifying and itemizing the common expenses and limited common expenses incurred. Payment vouchers may be approved in such manner as the Board may determine.

ARTICLE V. AMENDMENTS

These By-Laws may be amended or modified from time to time by action or approval of a Vote of a majority of the Owners casting Votes as described in Article I, Section 6 above. Any such amendment shall be placed of record in the office of the Register of Deeds of Davidson County, Tennessee.

EXHIBIT C

SCHEDULE OF LOTS, VOTING RIGHTS AND ASSESSMENTS

Lot Number	Votes	Percentage for Assessment Purposes	Suggested Improvement Square Footage	
			One Story Min/Max	Two Story Min/Max
1	118	1.18%	4,500/7,500	5,000/9,500
2	120	1.20%	4,100/6,200	5,000/8,600
3	118	1.18%	4,100/6,200	5,000/8,600
4	110	1.10%	3,700/5,600	5,000/7,700
5	118	1.18%	4,200/6,300	5,000/9,000
6	125	1.25%	4,100/6,200	5,000/8,600
7	125	1.25%	3,850/5,800	5,000/8,100
8	125	1.25%	4,100/6,200	5,000/8,600
9	125	1.25%	4,100/6,200	5,000/8,600
10	125	1.25%	4,000/6,000	5,000/8,400
11	125	1.25%	4,000/6,000	5,000/8,400
12	125	1.25%	4,100/6,200	5,000/8,600
13	88	.88%	3,400/5,100	4,500/7,100
14	93	.93%	3,400/5,100	4,500/7,100
15	93	.93%	3,700/5,600	4,500/7,700
16	90	.90%	3,550/5,300	4,500/7,400
17	85	.85%	3,400/5,100	4,500/7,100
18	85	.85%	3,400/5,100	4,500/7,100
19	95	.95%	3,850/5,800	5,000/8,100
20	103	1.03%	4,100/6,200	5,000/8,600
21	100	1.00%	3,550/5,300	4,500/7,400
22	98	.98%	4,000/6,000	5,000/8,400

Lot Number	Votes	Percentage for Assessment Purposes	Suggested Improvement Square Footage One Story Min/Max	Two Story Min/Max
23	163	1.63%	4,700/7,000	5,500/11,000
24	163	1.63%	4,700/7,000	5,500/11,500
25	296	2.96%	4,800/8,500	5,500/15,500
26	163	1.63%	4,500/7,500	5,000/9,500
27	95	.95%	3,700/5,600	5,000/7,700
28	90	.90%	3,000/4,400	4,000/6,200
29	83	.83%	3,000/4,400	4,000/6,200
30	85	.85%	3,100/4,650	4,000/6,500
31	83	.83%	3,100/4,650	4,000/6,500
32	80	.80%	3,000/4,200	4,000/5,850
33	78	.78%	3,000/4,200	4,000/5,850
34	78	.78%	3,100/4,650	4,000/6,500
35	78	.78%	3,000/4,400	4,000/6,200
36	78	.78%	3,000/4,400	4,000/6,200
37	83	.83%	3,250/4,900	4,000/6,800
38	85	.85%	3,250/4,900	4,000/6,800
39	83	.83%	3,000/4,400	4,000/6,200
40	88	.88%	3,250/4,900	4,000/6,800
41	88	.88%	3,000/4,200	4,000/5,850
42	113	1.13%	3,700/5,600	4,500/7,700
43	105	1.05%	3,100/4,650	4,500/6,500
44	105	1.05%	3,100/4,650	4,500/6,500
45	105	1.05%	3,100/4,650	4,500/6,500
46	105	1.05%	3,550/5,300	4,500/7,400
47	95	.95%	3,700/5,600	4,500/7,700

Lot Number	Votes	Percentage for Assessment Purposes	Suggested Improvement Square Footage	
			One Story Min/Max	Two Story Min/Max
48	78	.78%	3,000/4,400	4,000/6,200
49	80	.80%	3,000/4,200	4,000/5,850
50	83	.83%	3,000/4,200	4,000/5,850
51	85	.85%	3,250/4,900	4,000/6,800
52	88	.88%	3,250/4,900	4,000/6,800
53	83	.83%	3,100/4,650	4,000/6,500
54	85	.85%	3,100/4,650	4,000/6,500
55	83	.83%	3,000/4,200	4,000/5,850
56	80	.80%	3,000/4,400	4,000/6,200
57	78	.78%	3,000/4,200	4,000/5,850
58	78	.78%	3,000/4,400	4,000/6,700
59	83	.83%	3,100/4,650	4,000/6,500
60	85	.85%	3,100/4,650	4,000/6,500
61	85	.85%	3,000/4,400	4,000/6,200
62	85	.85%	3,100/4,650	4,000/6,500
63	88	.88%	3,100/4,650	4,000/6,500
64	100	1.00%	3,850/5,800	4,500/8,100
65	138	1.38%	4,100/6,200	4,500/8,600
66	163	1.63%	4,700/7,000	5,000/11,000
67	181	1.81%	4,500/7,500	5,000/9,500
68	181	1.81%	4,200/6,300	5,000/9,000
69	150	1.50%	4,200/6,300	5,000/9,000
70	150	1.50%	4,200/6,300	5,000/9,000
71	130	1.30%	4,200/6,300	5,000/9,000

Lot Number	Votes	Percentage for Assessment Purposes	Suggested Improvement Square Footage One Story Min/Max	Two Story Min/Max
72	156	1.56%	4,700/7,000	5,000/11,500
73	158	1.58%	4,700/7,000	5,000/11,500
74	135	1.35%	4,700/7,000	5,000/11,500
75	110	1.10%	4,200/6,300	5,000/9,000
76	100	1.00%	3,850/5,800	5,000/8,100
77	246	2.46%	N/A-N/A	8,200/25,000
78	183	1.83%	N/A-N/A	8,200/25,000
79	150	1.50%	N/A-N/A	8,200/25,000
80	63	.63%	2,500/4,000	3,500/4,500
81	63	.63%	2,500/4,000	3,500/4,500
82	63	.63%	2,500/4,000	3,500/4,500
83	58	.58%	2,500/4,000	3,500/4,500
84	63	.63%	2,500/4,000	3,500/4,500
85	63	.63%	2,500/4,000	3,500/4,500
86	63	.63%	2,500/4,000	3,500/4,500
87	58	.58%	2,500/4,000	3,500/4,500
88	58	.58%	2,500/4,000	3,500/4,500
89	63	.63%	2,500/4,000	3,500/4,500
90	63	.63%	2,500/4,000	3,500/4,500
91	63	.63%	2,500/4,000	3,500/4,500
92	63	.63%	2,500/4,000	3,500/4,500
93	63	.63%	2,500/4,000	3,500/4,500
94	63	.63%	2,500/4,000	3,500/4,500
95	63	.63%	2,500/4,000	3,500/4,500

Lot Number	Votes	Percentage for Assessment Purposes	Suggested Improvement Square Footage	
			One Story Min/Max	Two Story Min/Max
96	63	.63%	2,500/4,000	3,500/4,500
97	63	.63%	2,500/4,000	3,500/4,500
98	63	.63%	2,500/4,000	3,500/4,500
99	63	.63%	2,500/4,000	3,500/4,500

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IDENTIFICATION REFERENCE

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