BOOK 9882 PG 739

This Instrument Prepared By:

WHITE & REASOR (SLW)
3305 West End Avenue
Nashville, TN 37203

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

VILLAGE OF CHERRY GLEN

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for VILLAGE OF CHERRY GLEN is made as of December 7, 1995, by Cherry Glen Partners, L.P., a limited partnership ("Developer").

WHEREAS, Developer owns certain real property in Nashville, Davidson County, Tennessee, more particularly described in the attached Exhibit "A" and known as the Village of Cherry Glen ("Cherry Glen") which is to be developed as a residential planned unit development;

NOW, THEREFORE, Developer hereby declares that all of the property described in Article I, Section 1, and such additions as may be made pursuant to Article I, Section 2 (the "Property"), shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the Property. The easements, restrictions, covenants and conditions shall run with the Property and be binding on all parties having any right, title or interest in it, their heirs, successors and assigns, and shall inure to the benefit of each owner.

ARTICLE I -- PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS

Section 1. Existing Property. The real property which is subject to this Declaration is located in Nashville, Davidson County, Tennessee and is more particularly described as follows:

BEING Lots 1, 32, 33, 67, 68, 69 and 85 - 95 and all common areas shown on the plat of the Village of Cherry Glen, Phase I, of record in Book 9700, page 66, in the Davidson County, Tennessee Register's Office.

BEING part of the same property acquired by Developer by deed dated September 15, 1995, of record in Book 9796, page 722, in the same Register's Office.

Section 2. Additions to Existing Property. Additional real property may become subject to this Declaration in either of the following manners:

(a) Additions in Accordance with a General Plan of Development. As the owner thereof, or if not the owner, with the consent of the owner thereof, Developer shall have the unilateral right, privilege and option, without the approval of the Cherry Glen Association (defined in Article III), from time to time and at any time until twenty (20) years from the date of this Declaration, to subject to the provisions of this Declaration all or any portion of Cherry Glen by filing in the Davidson County, Tennessee Register's Office an amendment annexing such real property. Any such annexation shall be effective upon the filing for record of such amendment unless otherwise provided in the amendment. Developer may assign this right of annexation to any person or entity.

(b) Other Additions. Subject to the consent of the owner thereof, additional real property other than that in Cherry Glen may be made subject to this Declaration by filing an amendment to this Declaration in the Davidson County, Tennessee Register's Office. An amendment adding such additional property shall require the written consent or affirmative vote of Developer, as long as it owns any part of Cherry Glen or, if Developer no longer owns any part of Cherry Glen, the written consent or affirmative vote of a majority of the Class A members of the Cherry Glen Association. Any such amendment shall be signed by Developer, if Developer has adopted the amendment, or by the President and the Secretary of the Cherry Glen Association, if Developer no longer owns any part of Cherry Glen and the Cherry Glen Association has adopted the amendment, and in either case, by the owner of the real property being added, and any such amendment shall be effective upon filing, unless otherwise provided in the amendment.

Section 3. Amendment. This Article shall not be amended without the written consent of Developer, as long as Developer owns property in Cherry Glen.

ARTICLE II -- PROPERTY RIGHTS

Section 1. Owners Easements of Enjoyment; Exceptions. Every lot owner shall have a right and easement of enjoyment including, without limitation, the right of pedestrian ingress and egress, in and to the common areas which shall be appurtenant to and shall pass with the title to every lot. This right and easement shall also be deemed granted to the Cherry Glen Association and the lot owners' families, guests, invitees, servants, employees, tenants and contract purchasers. The term "common areas" means and refers to all areas not contained in lots, including, but not limited to, areas identified on the plat of

Village of Cherry Glen as common areas and private streets and roads. Developer releases and quitclaims to the Cherry Glen Association its right and title to the common areas. The right of enjoyment is subject to the following provisions:

(a) The right of the Cherry Glen Association to suspend the voting rights of an owner for any period during which any assessment against his lot remains unpaid, and for a period of time for any infraction of its published rules and regulations; and

(b) The right of the Cherry Glen Association to dedicate or transfer all or any part of the common areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by a majority of the members of the Cherry Glen Association, provided, the lot owners' easements of ingress and egress and any public utility easements previously established shall not be affected. Developer may dedicate utility, service or drainage easements upon, through or under the common areas at its sole discretion so long as there is in existence the Class B membership in accordance with Article III, Section 2. When Class B membership ceases, this right of Developer shall automatically pass to the Board of Directors of the Cherry Glen Association.

Section 2. Cherry Glen Association's Right of Entry. The authorized representative of the Cherry Glen Association or its Board of Directors shall be entitled to reasonable access to the individual lots as may be required in connection with the preservation of property on an individual lot in the event of an emergency or in connection with the maintenance of, repairs or replacements within the common areas, or any equipment, facilities or fixtures affecting or serving other lots or the common areas or to make any alteration required by any governmental authority; provided, after any such entry, the Cherry Glen Association shall restore the lot to its former condition.

Section 3. No Partition. Except as is permitted in this Declaration or amendments thereto, there shall be no physical partition of the common areas or any part thereof nor shall any person acquiring any interest in the Property have the right of judicial partition. This Section does not prohibit the Board of Directors of the Cherry Glen Association from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

Section 4. Sale of Common Areas. No common areas shall be sold or otherwise disposed of without first offering to dedicate such area to the Metropolitan Government of Nashville and Davidson County, Tennessee. This limitation neither applies to a transfer of the common areas to an organization conceived and established to

own and maintain the common areas as a successor to the Cherry Glen Association, nor to the dedication of streets or utility easements as provided in Section 1(b) of this Article. This restriction shall survive any amendment to or cancellation of this Declaration.

ARTICLE III -- CHERRY GLEN ASSOCIATION

Section 1. Membership. Developer and every owner of a lot which is subject to an assessment shall be a member of a maintenance association called the Village of Cherry Glen Association, Inc. (the "Cherry Glen Association"). Such owner and member shall abide by the Cherry Glen Association's Bylaws, Charter recorded in the Davidson County, Tennessee Register's Office, rules and regulations, shall pay the assessments provided for in this Declaration, when due, and shall comply with decisions of the Cherry Glen Association's Board of Directors. Conveyance of a lot (except a conveyance to a trustee under a deed of trust or to a mortgagee) automatically transfers membership in the Cherry Glen Association without necessity of further documentation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

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

(a) Class A. Class A members shall be all lot owners, with the exception of Developer, and shall be entitled to one vote for each lot owned.

(b) Class B. The Class B member shall be Developer. Developer shall be entitled to ten votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(i) When, in its discretion, Developer so determines;

(ii) When one hundred (100%) percent of the lots which may be developed on the Property have been sold by Developer; or

(iii) September 15, 2015.

Section 3. Rights and Obligations of the Cherry Glen Association.

(a) The Cherry Glen Association shall maintain, operate and keep in good repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, the common areas, including, without limitation, open

spaces, entranceways, streets, medians, street lights, walls, crosswalks, sidewalks, storm drains, basins, and landscaping located therein.

(b) All rights reserved by the Developer in this Declaration shall automatically pass to the Cherry Glen Association when Class B membership ceases pursuant to Article III, Section 2.

ARTICLE IV -- ASSESSMENTS

Section 1. Assessments; Creation of the Lien and Personal Obligation. Each lot owner, except Developer, by acceptance of a deed for the lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Cherry Glen Association (i) annual assessments or charges, and (ii) special assessments for capital improvements, such assessments to be established and collected as provided in this Article IV. Developer shall be responsible for the maintenance costs of the Cherry Glen Association, incurred over and above assessed amounts payable to the Cherry Glen Association by the lot owners, until Class B membership is converted to Class A membership pursuant to Article III, Section 2(b). When Class B membership in the Cherry Glen Association is converted to Class A membership, Developer shall pay assessments to the Cherry Glen Association for each lot Developer owns in the same manner and amount as every other lot owner pay assessments. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments.

(a) The assessments levied by the Cherry Glen Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose, or for the use and enjoyment of the common areas, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, payment of taxes assessed against the common areas, the procurement and maintenance of insurance in accordance with the Bylaws, the cost of providing security for the Property, the employment of attorneys to represent the Cherry Glen Association when necessary, and such other needs as may arise, and for the improvement and maintenance of the common areas and lots.

(b) Until Class B membership ceases and is converted to Class A membership pursuant to Article III, Section 2(b), Developer or its nominee shall administer the assessments and receipts therefrom, which may only be used for purposes generally benefiting the Property, as permitted in this Declaration.

Section 3. Maximum Annual Assessment.

(a) Until January 1, 1997, the maximum annual assessment shall be set at a rate not to exceed Two Hundred and No/100 ($200.00) Dollars per month per lot. From and after January 1, 1997, the maximum annual assessment may not be increased each year by more than ten (10%) percent of the maximum assessment for the previous year without an affirmative vote of two-thirds of each class of members pursuant to the Bylaws.

(b) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum. The Board of Directors shall determine when the assessments shall be paid.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Cherry Glen Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common areas, including fixtures and personal property related thereto. Any such assessment shall have the assent of the members of the Cherry Glen Association in accordance with the Bylaws.

Section 5. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all lots except those owned by Developer during the period when Class B membership exists in the Cherry Glen Association, as provided in Section 1 of this Article. The Board of Directors may at its discretion waive the assessment for any year or part of a year for any lot not occupied as a residence.

Section 6. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall begin as to any lot subject to the assessment on the first day of the month next following the date on which title to the lot is conveyed to the owner, subject to the waiver provided in Section 5 of this Article. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year when title to the lot is transferred.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Cherry Glen Association. Any assessment not paid within fifteen (15) days of the due date shall be subject to a late charge as determined by the Board of Directors of the Cherry Glen Association. The Cherry Glen Association may bring an action at

law against the owner personally obligated to pay the assessment, or foreclose the lien against the property, and interest, costs and reasonable attorney fees of such action or foreclosure shall be added to the amount of such assessments. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or abandonment of his Lot.

For the purpose of rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of the assessments, and for the consideration of One and No/100 ($1.00) Dollar paid in cash, receipt of which is acknowledged, the lot owners, their heirs, successors, administrators and assigns, hereinafter in this Section 7 referred to as Trustor, hereby transfer and convey unto Charles B. Reasor, Jr., as Trustee, his successors and assigns, their respective lot with the appurtenances, estate, title and interest thereto belonging upon the use and trusts set forth in this paragraph.

To have and to hold the property to the Trustee, his successor and assigns, and his successors in trust, forever.

If the Trustor pays the assessments when due, then this trust conveyance shall be of no further force or effect with respect to the Trustor's lot. If the assessments with respect to any lot are not paid promptly when due, this trust conveyance shall remain in full force and effect, and the Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty (20) days' notice by three (3) publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell the lot at the front door of the Court House in said County to the highest bidder for cash, at public outcry, free from the right of redemption, statutory or otherwise, homestead, dower and all exemptions of every kind, which are hereby expressly waived; and the Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Cherry Glen Association may bid at any sale under this trust conveyance. The Cherry Glen Association may, at any time after default in the payment of any assessment, enter and take possession of said property, and shall only account for the net rents actually received by it. It is further agreed that, in the event the Cherry Glen Association fails, before instructing the Trustee to sell the lot, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In the case of sale hereunder, the proceeds shall be applied by the Trustee as follows:

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

(ii) Second, to the payment of all taxes which may be unpaid with respect to such lot;

(iii) Third, to the payment of all unpaid assessments with respect to such lot;

(iv) Fourth, the residue, if any, will be paid to the owner of such lot, his order, representatives or assigns;

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

The Cherry Glen Association acting on behalf of its members, shall have the power to bid for the lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. The Cherry Glen Association may purchase the lot subject to a first mortgage. Where the purchase of a foreclosure lot will result in a ten (10%) percent or greater increase in annual assessments, the purchase shall require the vote or written consent of a majority of the total voting power of the Cherry Glen Association, including a majority of members of each class of membership. During the period owned by the Cherry Glen Association, following foreclosure: (i) no right to vote shall be exercised on its behalf, and (ii) no assessment shall be assessed or levied on it. Suit to recover a money judgment for unpaid assessments and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may temporarily suspend the voting rights of a member who is in default of payment of any assessment after notice.

Section 8. Subordination of the Lien to Mortgages and Deeds of Trust. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any lot shall not affect the assessment lien or liens provided for in the preceding sections. However, the sale or transfer of any lot pursuant to a first 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. No sale or transfer shall relieve such lot owner from liability for any assessments thereafter becoming due or relieve such lot from the lien for any assessments thereafter becoming due.

Section 9. Maintenance by Public Agency. The Metropolitan Government of Nashville and Davidson County Zoning Regulations provide that if the Cherry Glen Association fails to maintain the common areas in reasonable order and condition in accordance with the adopted master development plan, the zoning administrator may serve written notice upon the Cherry Glen Association and/or the lot owners and hold a public hearing. If deficiencies of maintenance are not corrected within thirty (30) days, the zoning administrator shall call upon any public or private agency to maintain the common areas for a period of one (1) year. When the zoning administrator determines that the Cherry Glen Association is not prepared for the maintenance of the common areas, such agency shall continue maintenance for yearly periods. The cost of maintenance by such agency shall be assessed proportionally against the lots and shall be a lien on those lots.

ARTICLE V -- USE RESTRICTIONS

Section 1. Primary Use Restrictions. No lot shall be used except for private single family residential purposes in accordance with the zoning regulations of the Metropolitan Government of Nashville and Davidson County, Tennessee. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height and containing a garage for the sole use of the owner and occupants of the lot.

Section 2. Nuisances. No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

Section 3. Use of Other Structures and Vehicles.

(a) No structure of a temporary character including, without limitation, an outbuilding, trailer, basement, tent, shack, garage, barn or structure other than the main residence erected on a lot shall be permitted on any lot except temporary tool sheds or field offices used by a builder or Developer, which shall be removed when construction or development is completed and no such structure shall at any time be used as a residence, temporarily or permanently.

(b) No trailer, truck, motorcycle, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street in the subdivision. No trailer, boat, truck, or other vehicle, except an automobile, shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours in any one (1) calendar year.

(c) No automobile shall be continuously or habitually parked on any street or in the common areas in the Property.

Section 4. Animals. No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept, provided they are not kept, bred or maintained for any commercial or breeding purposes.

Section 5. Clothes Lines; Fences and Walls; Swimming Pools; Antennae and Receivers/Transmitters.

(a) No outside clothes lines shall be erected or placed on any lot.

(b) No fence or wall of any nature may be extended toward the front or street side property line beyond the front or side wall of the residence except those originally provided by Developer as part of the original structure. As a "structure" no fence or wall of any nature may be erected, placed or altered on any lot until construction plans are approved in writing by the Developer pursuant to Article VI, Section 1.

(c) No swimming pools shall be erected or placed on any lot from the date hereof unless its design and placement are approved in writing by Developer.

(d) No antennae or microwave and other receivers and transmitters (including those currently called "satellite dishes") shall be erected or placed on any lot or residence unless its design and placement are approved by Developer.

Section 6. Duty to Repair and Rebuild.

(a) Each owner of a lot shall, at its sole cost and expense, repair all portions of his residence and lot not maintained by the Cherry Glen Association, keeping the same in condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear. If a lot owner fails to maintain his residence in such condition,

the Cherry Glen Association may take such action as is necessary to maintain the residence to the required standard, and the owner shall immediately, upon demand, reimburse the Cherry Glen Association for all expenses incurred in so doing, together with allowable statutory interest, and the Cherry Glen Association shall have a lien on that lot and residence to secure the repayment of such amounts. Such lien may be enforced in the same manner and with the same priority that the lien for annual and special assessments may be enforced.

(b) If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then the owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its apparent condition immediately prior to the casualty. Alternatively, the lot owner shall completely raze the residence and sod or seed the entire lot until such time as construction of a new residence is begun.

Section 7. Business; Home Occupations. No trade or business of any kind (and no practice of medicine, dentistry, chiropody; osteopathy and other like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof or of Section 1 of this Article, a new house may be used by the builder thereof as a model home for display or for the builder's own office provided said use terminates within eighteen (18) months from completion of the house or upon such additional period of time as may be expressly agreed to in writing by Developer.

Section 8. Signs. No sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot; provided, however, Developer shall have the right to (i) erect signs when advertising the Property or when advertising the sale or rent of any lot on the Property, (ii) place signs on lots designating the lot number of the lots, and (iii) following the sale of a lot, place signs on such lot indicating the name of the purchaser of that lot. Also, a person building on a lot a home for the purpose of sale and not as his residence, and/or his agent, may place a sign on the lot advertising the sale of the lot and home, which sign shall not exceed nine square feet in area. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

Section 9. Drainage. Drainage of each lot shall conform to the general drainage plans of Developer for the Property. No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewage system. Connections on each lot shall be made with watertight joints in accordance with all applicable plumbing code requirements.

Section 10. Disposal of Trash. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers. The restriction shall not apply during the period of construction of a residence on the lot or adjoining lots.

Section 11. Underground Utility Service.

(a) Each property owner's electric, water, sewer, gas, cable television and general utility service lines shall be underground throughout the length of service line from the utility company's point of delivery to the customer's building; and the cost of installation and maintenance thereof shall be borne by the respective lot owner upon which said service line is located.

Appropriate easements are hereby dedicated and reserved to each property owner, together with the right of ingress and egress over abutting lots or properties to install, operate and maintain electric, water, sewer, gas, cable television and general utility service lines to the utility company's termination points. Electric service lines, as installed, shall determine the exact location of said easements.

The electric and telephone easements shown on the plat shall be maintained and preserved in their present condition and no encroachment therein and no change in the grade or elevation thereof shall be made by any person or lot owner without the express written consent of the utility company or the telephone company.

(b) Easements for overhead transmission and distribution feeder lines, poles and equipment appropriate in connection therewith are reserved over, across and under all areas shown on the plat (including park, open and drainage space area) and designated for underground and overhead facilities.

Aboveground electric transformers and pedestals may be installed at appropriate points in any electric easement.

In consideration of bringing service to the Property, the utility company is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

Section 12. Rules for Common Areas. The Cherry Glen Association is authorized to adopt rules for the use of the common areas and such rules shall be furnished in writing to the lot owners.

ARTICLE VI -- ARCHITECTURAL AND LANDSCAPE CONTROL

Section 1. Approval of Construction and Landscape Plans.

(a) No structure may be erected, placed or altered on any lot until the construction plans and building specifications and a plan showing (i) the location of improvements on the lot; (ii) the rear, front and side elevations; (iii) the type of exterior material (including delivery of a sample thereof); (iv) the location and size of the driveway (which shall be concrete); and (v) a drainage plan for the rear, front and side yards, shall have been submitted to and approved in writing by the Developer.

(b) In addition to the plans referred to in the previous paragraph, a landscape plan shall be submitted to the Developer for its approval in writing, which plan shall show the trees, shrubs and other plantings. Thereafter, no additional trees, shrubs or other plantings may be placed on any lot's yard area bordering on the common areas until a supplementary landscape plan has been submitted to Developer for its approval in writing.

(c) Reference to "Developer" shall include any entity, person or association to whom Developer may assign the right of approval. References to "structure" in this paragraph shall include any building (including a garage), fence, wall, antennae and microwave and other receivers and transmitters (including those currently called "satellite dishes").

Section 2. Building Materials. The exterior building material of all structures shall extend to ground level and shall be either brick, stone, brick veneer or stone veneer, a combination of same or any other material approved by Developer.

Section 3. Maximum Floor Areas. The maximum floor areas for homes to be constructed after this instrument is recorded shall not exceed the maximum floor areas shown on the plat.

Section 4. Minimum Floor Areas. The minimum floor areas for homes to be constructed after this instrument is recorded shall be determined by Developer.

Section 5. Setbacks. No structure shall be located on any lot nearer to the front lot line or the side street line than the minimum building setback lines shown on the recorded plat, except bay windows and steps may project into said areas, and open porches may project into said areas not more than six feet. Developer may vary the established building lines or permit encroachments into said areas, in its sole discretion, where not in conflict with applicable zoning regulations.

Section 6. Garages; Carports.

(a) All lots shall have at least a two car garage unless otherwise approved in writing by Developer. Garages, as structures, are subject to prior plan approval under Section 1 hereof.

(b) No carport shall be constructed on any lot.

Section 7. Landscaping.

(a) After the construction of a residence, the lot owner shall (i) grade and sod that portion of the lot between the front and street side walls of the residence and the pavement of any abutting streets, and (ii) cause to be planted in the front yard at least two (2) trees, each with at least a three (3) inch diameter.

(b) Upon an owner's failure to comply with the provisions of this Section 7, Developer may take such action as necessary to comply therewith, and the owner shall immediately, upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, together with allowable statutory interest, and Developer shall have a lien on that lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced in the same manner and with the same priority that the lien for annual and special assessments may be enforced.

Section 8. Mail and Paper Boxes. No mail box or paper holder shall be placed on any lot unless its design and placement are approved in writing by Developer.

Section 9. Ramps. No lot owner shall install or place any material in the curb area between the street and the driveway to serve as a ramp leading from the street to the driveway or for any other purpose.

ARTICLE VII -- MORTGAGEES' RIGHTS

A holder, insurer, or guarantor of a first mortgage or first deed of trust ("Mortgagee"), upon written request to the Cherry Glen Association stating the Mortgagee's name and address and the address of the lot on which the Mortgagee holds a mortgage or deed of trust, will be notified timely and in writing by the Cherry Glen Association of the following:

(a) Any condemnation or casualty loss which affects a material portion of the Property or which affects any lot that secures the Mortgagee's mortgage or deed of trust;

(b) Any sixty (60) day delinquency in the payment of assessments or charges owed by the owner of any lot on which the Mortgagee holds the mortgage or deed of trust; and

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Cherry Glen Association.

ARTICLE VIII -- GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these restrictions shall be by proceeding of law or in equity, brought by any owner, by the Cherry Glen Association, or by Developer against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration and/or to recover damages. Failure of any owner, the Cherry Glen Association, or Developer to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

Section 2. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 3. Restrictions Run with Land. Unless cancelled, altered or amended upon the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of all lots subject to this Declaration has been recorded agreeing to change these restrictions and covenants in whole or in part. These restrictions may be cancelled, altered or amended at any time by a written instrument signed by the owners of the lots with seventy-five (75%) percent of the votes in the Cherry Glen Association and recorded in the Davidson County, Tennessee Register's Office.

Section 4. Amendments to Articles and Bylaws. Nothing in this Declaration shall limit the right of the Cherry Glen Association to amend, from time to time, its Charter and Bylaws.

Section 5. Non-Liability of the Directors and Officers. Neither Developer nor the directors or officers of the Cherry Glen Association shall be personally liable to the owner for any mistake or judgment or for any other acts or omissions of any nature whatsoever while acting in their official capacity, except for any acts or omissions found by a court to constitute gross negligence

or actual fraud. The owners shall indemnify and hold harmless each of the directors and officers and their respective heirs, executors, administrators, successors and assigns in accordance with the Bylaws. This indemnification shall include, without limitation, indemnification against all costs and expenses (including attorney fees, amounts of judgments paid and amounts paid in settlement) incurred in connection with any claim, action, suit or proceeding, whether civil, criminal, administrative or other.

Section 6. Board's Determination Binding. In the event of any dispute or disagreement between any owners relating to the Property, or any questions of interpretation or application of the provisions of this Declaration or the Bylaws, the determination thereof by the Board of Directors of the Cherry Glen Association shall be final and binding on each and all such owners.

Section 7. Other Maintenance Associations. The Property is a part of a larger development known as Burton Hills. A Declaration of Covenants, Conditions and Restrictions for Burton Hills, has been recorded in Book 9882 page 733, in the Davidson County, Tennessee Register's Office, as amended to include the Property. That master Declaration provides for the creation of a Homeowners Association and a Recreational Association to manage and maintain certain common properties in Burton Hills, and grants all residential property owners in Burton Hills certain rights in those common properties, and gives the Homeowners Association and the Recreational Association the right to assess all residential property owners in Burton Hills for a share of the costs of managing and operating the common properties. This Declaration does not affect the rights and obligations of the lot owners that are provided in the master Declaration.

WITNESS the signature of Developer by its duly authorized general partner, as of December 7, 1995.

CHERRY GLEN PARTNERS, L.P., a
Tennessee limited partnership

By: SPIVA/HILL MANAGEMENT CO.,
General Partner

By: _____

Title: Assistant Secretary

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Jan Marshall, a Notary Public in and for the County and State aforesaid, personally appeared Charles B. Reason Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be Asst. Secy of SPIVA/HILL MANAGEMENT CO., a Tennessee corporation, and that he as such Asst. Secy, being authorized so to do, executed the foregoing instrument by signing the name of the corporation by himself as Asst. Secy, in its capacity as General Partner for CHERRY GLEN PARTNERS, L.P., the bargainor, a Tennessee limited partnership, and that the corporation, as such General Partner, being authorized so to do by the partnership, executed the same for the purposes therein contained, by signing the name of the partnership by itself as General Partner.

Witness my hand, at office, this 7th day of Dec., 1995.

Jan Marshall
Notary Public

My commission expires:
1-24-98

6155 12/07 0101 03CHECK 80.00

BOOK 9882PG756

EXHIBIT "A"

PROPERTY DESCRIPTION

Land in Davidson County, Tennessee, being Tracts 16 and 19 on the Plan of the Resubdivision of Tract 16 of Burton Hills of record in Book 6900, page 55, as amended in Book 6900, page 304, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate legal description, and being further described in Schedule A-1 and Schedule A-2 attached hereto and incorporated herein by this reference.

Being part of the same property conveyed to Tennessee Real Estate Investments, L.P., by deed from Mertech Realty, L.P., of record in Book 9203, page 361, said Register's Office.

95 DEC -7 PM 1:27
FELIX A. ... REGISTER
DAVIDSON COUNTY, TN.

0130137
IDENTIF. & REFERENCE

RECORDER'S MEMO
[illegible]

SCHEDULE A-1

PROPERTY DESCRIPTION

BOOK 9882PG757

BURTON HILLS
TRACT 16

Land lying in the 33rd Councilmanic District, City of Nashville, Davidson County, Tennessee and being more particularly described as follows:

Beginning at a concrete monument lying in the westerly margin of Compton Trace (a 50' R.O.W.), said monument marks the northernmost corner of the Village of Ravenwood of record in Deed Book 6900, page 222, and being shown on a plat of Burton Hills of record in Plat Book 6900, page 363, Register's Office, Davidson County, Tennessee; thence leaving said margin South 50°31'41" West 230.95 feet to a P.K. nail; thence North 82°11'04" West 238.00 feet to a concrete monument; thence South 07°43'16" West 60.03 feet to a concrete monument; thence North 82°10'24" West 25.07 feet to a concrete monument; thence South 07°48'57" West 262.18 feet to an iron rod; thence North 82°11'04" West 34.91 feet along the north margin of Harding Place (80' R.O.W.) to an iron rod; thence leaving the north margin of Harding Place North 07°48'57" East 262.23 feet to a concrete monument; thence North 82°09'31" West 25.08 feet to a concrete monument; thence North 07°49'03" East 59.99 feet to a concrete monument; thence North 82°13'09 West 100.13 feet to a concrete monument; thence South 07°36'17" West 7.95 feet to a concrete monument; thence North 82°11'33" West 179.97 feet to a concrete monument; thence South 52°48'20" West 84.78 feet to a concrete monument; thence North 82°11'03" West 170.04 feet to a P.K. nail; thence North 07°48'57" East 36.85 feet to a mark in concrete; thence with a curve to the left having a central angle of 90°00'00", a radius of 87.00 feet, an arc length of 136.66 feet and a chord bearing and distance of North 37°11'03" West 123.04 feet to a mark in concrete; thence North 82°11'03" West 57.12 feet to a P.K. nail; thence North 07°48'57" East 70.00 feet to an iron rod; thence North 67°20'00" East 68.38 feet to an iron rod; thence North 11°36'46" West 255.36 feet to a mark on a sanitary sewer manhole; thence North 27°30'00" West 118.00 feet to an iron rod; thence North 39°38'11" West 161.54 feet to an iron rod lying in the southerly margin of Seven Hills Boulevard; thence with said margin in a curve to the right having a central angle of 06°04'00", a radius of 1195.63 feet, an arc length of 126.60 feet and a chord bearing and distance of North 59°51'26" East 126.54 feet to an iron rod; thence South 14°09'44" East 69.65 feet to an iron rod; thence South 32°30'00" East 50.50 feet to an iron rod; thence South 67°30'00" East 52.84 feet to an iron rod; thence North 83°20'00" East 61.88 feet to an iron rod; thence North 71°00'00" East 77.60 feet to an iron rod; thence North 66°20'00" East 147.10 feet to an iron rod; thence with a curve to the right having a central angle of 38°14'29", a radius of 108.53 feet, an arc length of 72.44 feet and a chord bearing and distance of South 13°27'13" East 71.10 feet to an iron rod; thence South 05°40'00" West 158.00 feet to an iron rod; thence South 83°10'00" East 107.00 feet to an iron rod; thence North 48°38'56" East 91.34 feet to an iron rod; thence South 59°29'54" East 87.84 feet to an iron rod; thence South 78°35'48" East 190.30 feet to an iron rod; thence North 87°46'28" East 159.70 feet to an iron rod lying in the westerly margin of Compton Trace (50' R.O.W.); thence along said westerly margin of Compton Trace with a curve to the left having a central angle of 33°17'51", a radius of 763.58 feet, an arc length of 443.76 feet and a chord bearing and distance of South 28°01'05" East 437.54 feet to the point of beginning, containing 13.46 acres, more or less.

Included in the aforementioned tract is a 20-foot public utility and drainage easement as shown on a survey entitled Resubdivision of Tract 16, Burton Hills of Record in Plat Book 6900, page 55, Register's Office of Davidson County, Tennessee.

Also included is a 8.5 foot ingress/egress easement of record in Deed Book 8919, page 779, Register's Office of Davidson County, Tennessee.

Being a portion of the same property conveyed to Tennessee Real Estate Investments, L.P., of record in Deed Book 9203, page 361, Register's Office of Davidson County, Tennessee.

SCHEDULE A-2

PROPERTY DESCRIPTION

BURTON HILLS
TRACT 19

Land lying in the 33rd Councilmanic District, City of Nashville, Davidson County, Tennessee and being more particularly described as follows:

Commencing at a concrete monument lying in the westerly margin of Compton Trace (50' R.O.W.), said monument marks the northernmost corner of the Village of Ravenwood, of record in Deed Book 6900, page 222, and being shown on a plat of Burton Hills of record in Plat Book 6900, page 363, Register's Office, Davidson County, Tennessee; thence along westerly margin of Compton Trace with a curve to the right having a central angle of 33°17'51", a radius of 763.58 feet, an arc length of 443.76 feet and a chord bearing and distance of North 28°01'05" West 437.54 feet to an iron rod being the true point of beginning; thence leaving said margin with the northerly line of Tract 16 South 87°46'28" West 159.70 feet to an iron rod; thence North 78°35'48" West 190.30 feet to an iron rod; thence North 59°29'54" West 87.84 feet to an iron rod; thence South 48°38'56" West 91.34 feet to an iron rod; thence North 83°10'00" West 107.00 feet to an iron rod; thence north 05°40'00" East 158.00 feet to an iron rod; thence with a curve to the left having a central angle of 38°14'29", a radius of 108.53 feet, an arc length of 72.44 feet and a chord bearing and distance of North 13°27'13" West 71.10' feet to an iron rod; thence with a curve to the right having a central angle of 05°04'26", a radius of 559.07 feet, an arc length of 49.51 feet and a chord bearing and distance of North 30°02'16" West 49.49 feet to an iron rod lying in the westerly margin of Cumberland Place (50' R.O.W.); thence North 62°30'00" East 50.00 feet to an iron rod lying in the easterly margin of Cumberland Place; thence along said easterly margin of Cumberland Place with a curve to the right having a central angle of 01°38'24", a radius of 509.07 feet, an arc length of 14.57 feet and a chord bearing and distance of North 26°40'51" West 14.57 feet to an iron rod; thence North 58°40'00" East 167.34 feet to an iron rod; thence North 53°50'00" East 196.00 feet to an iron rod; thence north 74°40'00" East 151.00 feet to an iron rod; thence North 68°00'00" East 206.26 feet to an iron rod lying in the westerly margin of Compton Trace; thence along said westerly margin of Compton Trace with a curve to the right having a central angle of 18°51'35", a radius of 518.25 feet, an arc length of 170.59 feet and a chord bearing and distance of South 03°44'12" West 169.82 feet to a concrete monument; thence South 13°10'00" West 164.00 feet to an iron rod; thence with a curve to the left having a central angle of 24°32'09", a radius of 763.58 feet, an arc length of 326.99 feet, and a chord bearing and distance of South 00°53'55" West 324.50 feet to the true point of beginning, containing 6.75 acres, more or less.

Included in the aforementioned tract is a 20-foot public utility and drainage easement as shown on a survey entitled Resubdivision of Tract 16, Burton Hills of Record in Plat Book 6900, page 55, Register's Office of Davidson County, Tennessee.

Being a portion of the same property conveyed to Tennessee Real Estate Investments, L.P., of record in Deed Book 9203, page 361, Register's Office of Davidson County, Tennessee.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED