DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

BRITTANY PARK SUBDIVISION, A PLANNED UNIT DEVELOPMENT

THIS DECLARATION, made and entered into this 12th day of April, 1996, by Carlton Enterprises, Inc., a Corporation organized and existing under the laws of the State of Tennessee, with its' principal place of business being located in Lenoir City, Loudon County, Tennessee, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, the Declarant is the owner of certain real property located and being legally described as follows, to wit:

> Located and being situated in the SECOND (2nd) Civil District of the County of Davidson, State of Tennessee, being more particularly described as follows, to wit: BRITTANY PARK SUBDIVISION, a Planned Unit Development, part of which is more particularly described as in EXHIBIT "B" as Phase IA, and shown of record in Map Book 9700, Page 46, in the Register's Office of Davidson County, Tennessee, to which reference is here made, said Subdivision being more fully and particularly described in EXHIBIT "A", attached hereto and made a part hereof; and
> BEING the part of the same property described in the Davidson County Register's Deed Book 8128, Page 85, and Deed Book 9242, Page 133.

NOW THEREFORE, Declarant hereby declares that all of the real property hereinabove-described 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 and which shall run with the real property hereinabove-described, and shall be binding on all parties having any right, title, or interest in the above-described property, or any part thereof, their respective heirs, successors and assigns, and shall inure to the benefit of every Owner(s) thereof by virtue of such ownership.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to BRITTANY PARK SUBDIVISION HOMEOWNERS' ASSOCIATION, a mutual benefit, not-for-profit corporation, organized and existing under the laws of the State of Tennessee, with its' principal office being located in Loudon County, Tennessee, its' successors and/or assigns, the Charter and specimen By-laws, which are attached hereto as EXHIBITS "D" and "E", respectively.

Section 2. "Owner(s)" shall mean and refer to the record whether one or more person or entity, of a fee simple title to any lot which is a part of the "Property", including contract seller(s), but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to that certain real property hereinabove-described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any plat of land shown of any recorded subdivision map of the "Property", exclusive of any designated common areas as shown on the recorded plat, and as hereinabove brought within the jurisdiction of the Planned Unit Development by the recordation of additional plats by the Declarant, its' successors and assigns.

Section 5. "Declarant" shall mean and refer to Carlton Enterprises, Inc., its' successors and assigns. Declarant and Developer are synonymous for the purposes of this Declaration.

Section 6. "Member" shall mean and refer to those person(s) entitled to membership as provided in this Declaration.

Section 7. "Lender" as used herein shall mean and be defined as any lender, whether institutional investor, bank, savings and loan association, or loan broker, whose loan is secured by a Lot in the Development as shown on the recorded plat and shall include, without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, Federal Housing Administration (FHA) and the Veterans Administration (VA), their respective successors or assigns, as their respective interests may appear.

Section 8. "Common Areas" as used herein shall mean all real property, including the improvements thereon, owned by the Association for the common use and enjoyment of the Owner(s), and as designated on the recorded plat on the recorded plats as "Open Spaces" and/or "Common Areas" and being more particularly described in EXHIBIT "C", attached hereto and made a part hereof.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements and Enjoyment. Every Owner(s) shall have a right and easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

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

(b) the right of the Association to suspend the voting rights and right of use to the recreational facilities of an owner(s) for any period during which any assessment against their respective Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the Association published rules and regulations;

(c) the right of the 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 the members; provided that, any such dedication or transfer shall not be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3rds) of each class of members has been recorded.

Section 2. Delegation of use. Any owner(s) may delegate, in

accordance with the By-Laws, his/her right of enjoyment to the Common Areas and facilities to the members of his/her family, his/her tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner(s) of a Lot, which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be every Owner(s) with the exception of the Declarant and each Owner(s) shall be entitled to one (1) vote for each Lot owned; when more than one (1) person owns an interest in any Lot, all such person(s) shall be members; the vote for such lot shall be exercised as the co-owners may among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one (1) Lot. In the event the Declarant, its' successors or assigns, have a Lot leased or rented, the Declarant shall be entitled to one (1) vote for each Lot owned and one (1) vote for each Lot retained by it upon the termination of the Class B membership.

Class B. The Class B member shall be the Declarant, and it shall be entitled to three (3) votes for each Lot Owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) After seventy-five percent (75%) of the Lots in the development have been conveyed to Lot Purchasers; or
(b) Five (5) years following the conveyance of the first Lot; or
(c) June 7, 2001, whichever of the afore-mentioned events occurs first.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner(s) of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and a reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which an assessment is made. Each such assessment, together with interest, costs, and a reasonable attorney's fees, shall also be the personal obligation of the person(s) who is the Owner(s) of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not

pass to their respective successor(s) in title unless expressly assumed by such successors and assigns.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Lot Owner(s) and residents in the Property and for the improvement and maintenance of the common areas situated within the Property, including, but not limited to costs of repairs, maintenance, replacements, additions, management, insurance maintained in accordance with the Association By-Laws, the improvement and maintenance of the uniform scheme of the exterior surfaces of all residential buildings within the Property as constructed on each Lot, and the employment of attorney(s), accountant(s), and management services to represent the Association when the need arises.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be SIX HUNDRED AND 00/100****Dollars ($600.00) per Lot, payable in a lump sum payment or installments as the members of the BRITTANY PARK SUBDIVISION HOMEOWNERS' ASSOCIATION may establish.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner(s) the maximum annual assessment may be increased each year without a vote of the Members, if such increase is not in excess of the increase in the consumer price index (CPI) as established by the Department of Labor and published the July preceding the increase in the annual assessment.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner(s), the maximum annual assessment may be increased each year above that established by the consumer price index (CPI) by a vote of the members with a two-thirds (2/3rds) affirmative vote of each class of members who are eligible to vote, whether voting in person or by proxy, at a meeting duly called for the purpose of establishing said annual assessment as provided in Section 5 hereof.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum set forth herein subject to the provisions of Sections 6 and 7 hereof.

Section 4. Replacement Reserves. The Association shall maintain in a separate bank account funds for Replacement Reserves to maintain, improve and preserve a) exterior building surfaces and roofs and b) Common Areas, if any. The Replacement Reserves shall be a part of and collected from Lot Owner(s) by the Association as regular assessments in an amount determined and established in the annual Association budget. The initial Replacement Reserves fund shall be established by Declarant in an amount equal to two (2) months assessments allocated for each Lot and shall be collected from and transferred by the Declarant to the Replacement Reserves Fund of the Association at the time of the closing of the sale of each Lot in the Property.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas designated on the recorded plat, including fixtures and personal

property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are eligible to vote and are voting in person or by proxy at a meeting duly called for this purpose. All special assessments shall be fixed at a uniform rate for all Lots and may be collected monthly. The Capital Improvement Fund shall be maintained in a separate bank account in the name of the Association as the Capital Improvement Fund.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than (60) days in advance of the meeting. At the first such meeting called, the presence of the members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. Subsequent meetings shall not be held more than sixty (60) days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at the uniform rate for all Lots and may be collected on a monthly basis; provided that, during the continuation of construction and improvement the rate of assessment for unimproved Lots shall be at TWENTY-FIVE percent (25.0%) of the rate of assessment for improved Lots.

Section 8. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of the Common Areas and Non-exclusive Joint Permanent Easement to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner(s) subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its' issuance.

Section 9. Effect of Nonpayment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner(s) personally obligated to pay the same, or foreclose the lien against the property. Owner(s) may not waive or otherwise escape liability for the assessments provided for herein by abandonment of their Lot or for non-use of the Common Areas or the Non-exclusive Joint Permanent Easement.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which have become due prior to such sale or transfer. A sale or transfer shall not relieve such Lot from liability for any

assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. All property dedicated to and accepted by a local public authority and all properties owned by charitable and nonprofit organizations shall not be subject to the assessments provided for herein. However, in no event, shall any land or improvements devoted to residential use and occupancy within the Property be exempt from said assessments.

ARTICLE V

ARCHITECTURAL CONTROL

Buildings, swimming pools, fences, walls or other structures or improvements of any type shall not be commenced, erected or maintained upon the Property, or any Lot within the property, nor shall any exterior addition, modification, change, or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the such building, fence, wall, or other structure shall have been submitted to and approved in writing as to the harmony and conformity with the exterior design and location of surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board of Directors of the Association. In the event said Board or its' designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with by the respective Lot Owner(s). Provided, that nothing herein contained shall be construed to permit interference with the development of the Property by Declarant so long as said property follows the general plan of development.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the residential units upon the Property and placed on the dividing line between Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence, or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owner(s) who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner(s) who has used the wall may restore it, and if the other Owner(s) thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner(s) to call for a larger contribution from the other Owner(s) under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner(s) who by their negligent or willful act causes the party wall to be exposed to the elements

shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner(s) to contribution from any Owner(s) under this Article shall be appurtenant to the land and shall pass to such Owners' respective successor(s) in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one (1) arbitrator, and such arbitrators shall choose one (1) additional arbitrator, and the decision concerning said dispute shall be determined by a simple majority of all the arbitrators.

ARTICLE VII

EXTERIOR MAINTENANCE

In addition to maintenance upon the Non-exclusive Joint Permanent Easement, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, flowers, sidewalks, and any other structures which may exist or hereafter be constructed within the Common Areas shown on the recorded plat or plats. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or negligent acts of its' Owner(s), or through the willful or negligent acts of the family, guests, or invitees of the Owner(s) of the Lot needing such maintenance or repair, the costs of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject, and shall be collected in accordance with terms of this Declaration.

ARTICLE VIII

RESTRICTIONS ON USAGE

Section 1. Land Use and Building Types. Lots shall not be used except for residential purposes. In the event that in a future annexation or development, if any, certain plots of land are designated as "commercial areas" on recorded plats, then such plots may be used for any commercial purposes permitted by applicable municipal and zoning ordinances.

Section 2. Nuisance. Noxious or offensive activities shall not be conducted upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood and Property.

Section 3. Animals. No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any residential unit except that dogs, cats, or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes; and that such household pets are inside pets, and provided further, that the Association may regulate the keeping and maintaining of household pets.

Section 4. Outside Antennas. Outside radio, television or satellite antennas shall not be erected on any Lot or residential unit within the Property unless and until permission for the same

has been granted by the Board of Directors of the Association or the Association's Architectural Control Committee.

Section 5. Signs. Sign(s) of any kind shall not be displayed to public view on any Lot except one (1) professional sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise and market the property during the construction and sales period.

Section 6. Garbage and Refuse Disposal. Lots shall not be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and such refuse shall not be kept except in sanitary containers; all equipment for the storage of such material shall be kept in a clean and sanitary condition; incinerators or other disposal equipment shall not be allowed on any Lot.

Section 7. Lawful Use. Immoral, improper, offensive, or unlawful use shall not be made of the Lots and residential units within the Property, nor any part thereof; and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

Section 8. Commercial Business. Commercial business may not be maintained or transacted on any Lot or in any residential unit.

Section 9. Sports Apparatus and Equipment. Basketball goals, posts or backboards or any other fixed sports apparatus shall not be attached to any residential unit or garage or be erected on the Lot of any residential unit.

Section 10. Vehicles and Parking. Vehicles of any type shall not be permanently or semi-permanently parked on the Property or in the vicinity of any Lot or residential unit for the purpose of accomplishing repairs thereto, or the reconstruction thereof, except as permitted by the By-laws, Rules and Regulations promulgated by the Association. This restriction shall also apply to all vehicles not in operating condition regardless of whether or not such vehicles are being operated.

Section 11. Recreation Vehicles. There shall not be any parking of recreational vehicles, including, but not limited to, camping trailers, boats, motor homes, and the like, except in areas specifically designated for this purpose by the Board of Directors of the Association.

Section 12. Commercial Vehicles. The Association shall have the power to adopt Rules and Regulations concerning the parking of any commercial vehicles within the Property or on individual residential Lots.

ARTICLE IX

EASEMENTS

Section 1. Utilities and Drainage. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, structures, planting or other material shall not be placed or permitted to remain, which may 1) interfere with the installation and maintenance of utilities, 2) change the direction of flow of drainage channels in the easements, or 3) obstruct, alter, or retard the flow of water through drainage channels in the easements.

Section 2. Maintenance. Easements for repair and maintenance

of exterior surfaces of each Lot are reserved for the completion of necessary repairs as determined by the Board of Directors of the Association to be required to perpetuate the architectural continuity of the development and preserve the residential structures therein. The Association has a reasonable right of entry upon any Lot to make emergency repairs and to do such other work as reasonably necessary for the proper maintenance, welfare, safety and operation of the Planned Unit Development. The Association has a right to grant permits, licenses and easements over the Common Areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Planned Unit Development.

ARTICLE X

DISCLOSURE

Section 1. Owners and Lenders. The Declarant during the period of development and the Association thereafter shall make available to Lot owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Declaration, By-Laws, other rules concerning the Development and the books, records and financial statements of the Association. "Available" shall mean available for inspection, upon request, during normal business hours or under other reasonable circumstances.

Section 2. Financial Disclosure. Any lender and holder of a first mortgage on any Lot in said Development is entitled, upon request, to a financial statement for the immediately preceding fiscal year.

Section 3. Notice of Lender. Upon written request to the Association identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

a) Any condemnation or casualty lost that affects either a material portion of the project or the Lot securing its' mortgage;

b) Any sixty (60) day delinquency in the payment of assessments or charges owed by a respective Lot Owner(s) on which it holds the mortgage;

c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and

d) Any proposed action that requires the consent of a specified percentage of mortgage noteholders.

ARTICLE XI

INSURANCE

Section 1. Insurance required by the Association. The Association shall obtain and maintain casualty and hazard insurance on all insurable improvements and fixtures for the full replacement cost thereof within the Property Common Areas and public liability insurance on the Common Areas and the Non-exclusive Joint Permanent Easement within the Property. The Association may obtain insurance against such other hazards and casualties as the Association may deem desirable, including such other real and/or personal property

owned by the Association. The Association shall be the owner and beneficiary of all such insurance policies and fidelity bond obtained pursuant to this Article. The insurance coverage with respect to the Common Areas shall be written in the name of and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses included in the common assessments made by the Association as provided in ARTICLE IV herein.

Section 2. Fidelity Bonds. The Association shall also obtain and maintain fidelity bonds on all officers and directors of the Association who are responsible for handling, receipting for, and managing the monies and funds of the Association, which shall be carried for the protection of and in the name of the Association.

Section 3. Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Area improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Reconstruction Assessment against all Lot Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other common assessments made against such Lot Owner as provided in ARTICLE IV herein. In the event that the Association is maintaining blanket casualty and fire insurance on the dwelling units on the Lots, the Association shall repair or replace the same from the insurance proceeds available.

Section 4. Dwelling Unit Replacement Election. In addition to casualty insurance on the Common Area(s), the Association, through the Board of Directors, may elect to obtain and continue fire insurance in such form as the Board of Directors deems appropriate in an amount equal to the full replacement value, without deduction for depreciation or coinsurance, of all of the dwelling units, including the structural portions and fixtures thereof, owned by such Owner(s). Insurance premiums from any such blanket insurance coverage, and any other insurance premiums paid by the Association shall be a common expense of the Association to be included in the regular common assessments of the Owner(s), as levied by the Association in accordance with ARTICLE IV hereof. The insurance coverage with respect to the dwelling units shall be written in the name of, and the proceeds thereof shall be payable to the Association as Trustee for the Lot Owner(s).

Section 5. Ratable Assessments by the Association. The Association is hereby empowered to assess each Lot ratably for an amount equal to the sum of the current premium for said blanket hazard and casualty insurance based on the valuation of the improvements within the Common Areas and the premiums for the fidelity bonds. Such premiums shall be held in a separate account and accumulated from monthly assessments and collected for the specific purpose of paying the premiums on such insurance as the premiums become due.

Section 6. Annual Review of Insurance Policies and Fidelity Bonds. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of any such property which is covered by said insurance and is subject to damage or destruction.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner(s) or Owners, shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner(s), to enforce any covenant or restriction herein contained shall not in any event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall not in any way affect any other provision, and all other provisions shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owner(s), and thereafter by an instrument signed by not less than seventy-five (75%) of the lot Owner(s). Any amendment will not be effective until it is recorded in the Register's Office of Davidson County, Tennessee. As long as there is a Class B membership in the Association, any amendment of this instrument shall only be effective with the prior written approval of the Veterans' Administration and/or the Federal Housing Administration.

Section 4. Annexation. Additional residential property may be annexed to the Property by the Declarant within five (5) years of the sale of the first Lot, provided that the Federal Housing Administration and/or the Veterans' Administration determine that the annexation is in accord and conformity with the general plan heretofore approved. As long as there is a Class B membership in the Association, any amendment of this instrument shall only be effective with the prior written approval of the Veterans' Administration and/or the Federal Housing Administration.

Section 5. Dedication of Additional Common Areas. As long as Class B membership exists in the Association, additional common areas within the Property shall not be dedicated without the prior written consent of the Veterans' Administration and/or the Federal Housing Administration.

Section 6. Encroachments. It is understood that the residential units which adjoin each other and have a party wall built as a part of the original construction of the said units, which is placed upon the dividing line between adjoining Lots, may encroach on such adjoining Lots or Common Areas due to construction or other reasons, including the construction of chimneys and/or fireplaces. Accordingly, an easement is reserved for such encroachments as are contained in the buildings, whether the same now exist or may be caused or created by construction, settlement, or movement of the building(s), or by permissible repairs, construction, or alteration. With regard to any differences which may exist on the Plat entitled Brittany Park Subdivision, A Planned Unit Development, as shown of record in Map Book 9700, Page 46, in the Register's Office of Davidson County, Tennessee, or in any other lands which may hereafter be platted or annexed to the Property and the party walls and Lot lines which exists on the additional plats and annexations to the Property, the Lot lines and party walls which actually exist shall control over discrepancies in such plats and annexations.

Section 7. Contracts. The Association, prior to passage of the Declarant's control period, is not bound either directly or indirectly to contracts or leases, including management contracts, unless there is a right of termination of any such contract or lease, without cause, which is exercisable without penalty at any time after transfer of control from Declarant upon not more than ninety (90) days notice to the other party.

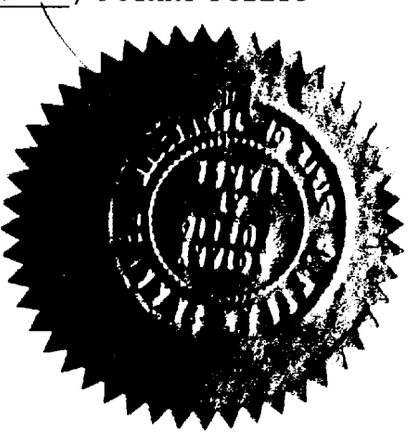
IN WITNESS WHEREOF, the undersigned corporation has hereunto caused its' name to be signed by its' duly authorized officer the day and year first above written.

CARLTON ENTERPRISES, INC.

BY: John L. Carlton, President
John L. Carlton, President

STATE OF TENNESSEE, COUNTY OF KNOX:ss
On this 12th day of April, 1996, before me personally appeared John L.Carlton, with whom I am personally acquainted and who, upon oath acknowledged himself to be the President of Carlton Enterprises, Inc., the within named Grantor, a corporation, and that such President, being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the Corporation by himself as such President.
Witness My hand and official seal at Knox County, Tennessee.

My Commission Expires: 12/28/98 _____, NOTARY PUBLIC



THIS INSTRUMENT PREPARED FOR RECORDING BY:
J. Nolan Sharbel, Attorney
Carlton Plaza, Suite 200
7815 Kingston Pike
Knoxville, Tennessee 37919
(423)694-2078

EXHIBIT "A"
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
BRITTANY PARK SUBDIVISION, a Planned Unit Development
DATED: 12 April, 1996

LOCATED AND BEING SITUATED the THIRTY-FIRST (31st) Councilmanic District of the City of Nashville, the SECOND (2nd) Civil District of the County of Davidson, State of Tennessee, and being known and designated as follows, to wit:

BRITTANY PARK Subdivision, a Planned Unit Development, a part of which is shown of record in Plat Book 9700, Page 46, in the Register's Office of Davidson County, Tennessee, to which reference is here made, and being more fully and particularly described as follows:
BEGINNING at control monument North 10832.5273, East 9852.3212, said control monument in the northerly margin of the right-of-way of BELL ROAD located 1,270 feet, more or less, from the point of intersection of BELL ROAD with the right-of-way of BLUE HOLE ROAD; thence, from said BEGINNING Point and with the northerly margin of the right-of-way of BELL ROAD the following three (3) calls and distances: North 77 deg., 55 min., 03 sec. West 188.66 feet to a monument; thence North 76 deg., 39 min, 36 sec. West 52.24 feet to a point; thence, following a curve to the right with a radius of 1,637 feet, an arc distance of 47.59 feet, a chord bearing North 77 deg., 29 min., 28 sec. West, a chord distance of 47.59 feet to a point, marking the point of intersection of the northerly margin of the right-of-way of BELL ROAD with the westerly margin of the right-of-way of BRITTANY PARK DRIVE; thence, leaving the northerly margin of the right-of-way of BELL ROAD and following the westerly margin of the right-of-way of BRITTANY PARK DRIVE the following six (6) calls and distances: thence, following with a curve to the left with a radius of 25 feet, an arc distance of 38.55 feet a chord bearing North 57 deg., 30 min., 45 sec. East, a chord distance of 34.84 feet to a point; thence, following a curve to the right with the radius of 694.48 feet, an arc distance of 206.22 feet, a chord bearing North 21 deg., 51 min., 20 sec. East, a chord distance of 205.46 feet to a monument; thence North 30 deg., 21 min., 44 sec. East 74.84 feet to a concrete monument; thence, following a curve to the left with a radius of 398.11 feet, an arc distance of 184.79 feet, a chord bearing North 17 deg., 07 min., 46 sec. East, a chord distance of 183.14 feet to a concrete monument; thence North 3 deg., 49 min., 55 sec. East 89.24 feet to a concrete monument; thence, following a curve to the left with a radius of 344.88 feet an arc distance of 246.88 feet a chord bearing North 16 deg., 40 min., 20 sec. West, a chord distance of 241.64 feet to a control monument North 10832.5273, East 9852.3212, marking elevation 639.16; thence South 52 deg., 55 min., 59 sec. West 135.05 feet to an iron pin; thence North 32 deg., 40 min., 44 sec. West 209.69 feet to an iron pin; thence North 12 deg., 50 min., 36 sec. West 202.86 feet to an iron pin; thence North 39 deg., 53 min., 06 sec. West 45.04 feet to a point; thence South 59 deg., 27 min., 44 sec. West 276.06 feet to an iron pin; thence North 18 deg., 52 min., 57 sec. East 549.31 feet to an iron pin; thence North 75 deg., 28 min., 32 sec. East 221.53 feet to an iron pin; thence North 80 deg., 51 min., 17 sec. East 430.41 feet to an axle; thence South 71 deg., 25 min. East 338.13 feet to a point; thence South 18 deg., 46 min., 49 sec. West 828.32 feet to a point; thence South 18 deg., 46 min., 49 sec. West 102.59 feet to a point; thence South 17 deg., 59 min., 43 sec. West 485.10 feet to a point; thence South 10 deg., 47 min., 51 sec. West 68.89 feet to a monument; thence South 06 deg., 35 min., 51 sec. West 243.59 feet to the Point of BEGINNING.

BEING the all of the same property described in the Davidson County Register's Deed Book 8128, Page 85, and Deed Book 9242, Page 133.

EXHIBIT "B"
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
BRITTANY PARK SUBDIVISION, a Planned Unit Development
DATED: 12 April, 1996

LOCATED AND BEING SITUATED the THIRTY-FIRST (31st) Councilmanic District of the City of Nashville, the SECOND (2nd) Civil District of the County of Davidson, State of Tennessee, and being known and designated as follows, to wit:

Phase I-A, BRITTANY PARK Subdivision, a Planned Unit Development, as shown of record in Plat Book 9700, Page 46, in the Register's Office of Davidson County, Tennessee, to which reference is here made, and being more particularly described as follows:

BEGINNING at control monument North 10832.5273, East 9852.3212, said control monument in the northerly margin of the right-of-way of BELL ROAD located 1,270 feet, more or less, from the point of intersection of BELL ROAD with the right-of-way of BLUE HOLE ROAD; thence, from said BEGINNING Point and with the northerly margin of the right-of-way of BELL ROAD the following three (3) calls and distances: North 77 deg., 55 min., 03 sec. West, 188.66 feet to a monument; thence North 76 deg., 39 min, 36 sec. West 52.24 feet to a point; thence, following a curve to the right with a radius of 1,637 feet, an arc distance of 47.59 feet, a chord bearing North 77 deg., 29 min., 28 sec. West, a chord distance of 47.59 feet to a point, marking the point of intersection of the northerly margin of the right-of-way of BELL ROAD with the westerly margin of the right-of-way of BRITTANY PARK DRIVE; thence, leaving the northerly margin of the right-of-way of BELL ROAD and following the westerly margin of the right-of-way of BRITTANY PARK DRIVE the following six (6) calls and distances: thence, following with a curve to the left with a radius of 25 feet, an arc distance of 38.55 feet a chord bearing North 57 deg., 30 min., 45 sec. East, a chord distance of 34.84 feet to a point; thence, following a curve to the right with the radius of 694.48 feet, an arc distance of 206.22 feet, a chord bearing North 21 deg., 51 min., 20 sec. East, a chord distance of 205.46 feet to a monument; thence North 30 deg., 21 min., 44 sec. East, 74.84 feet to a concrete monument; thence, following a curve to the left with a radius of 398.11 feet an arc distance of 184.79 feet, a chord bearing North 17 deg., 07 min., 46 sec. East, a chord distance of 183.14 feet to a concrete monument; thence North 3 deg., 49 min., 55 sec. East 89.24 feet to a concrete monument; thence, following a curve to the left with a radius of 344.88 feet, an arc distance of 246.88 feet, a chord bearing North 16 deg., 40 min., 20 sec. West, a chord distance of 241.64 feet to a control monument North 10832.5273, East 9852.3212, marking elevation 639.16; thence, leaving the westerly margin of the right-of-way of BRITTANY PARK DRIVE, North 46 deg., 51 min., 22 sec. East 50.27 feet to a concrete monument; thence North 54 deg., 29 min., 29 sec. 103.92 feet to a point; thence North 34 deg., 51 min., 29 sec. West 37.90 feet to a point; thence North 37 deg., 10 min., 35 sec. West 73.15 feet to a point; thence North 40 deg., 37 min., 50 sec., West 48.08 feet to a point; thence North 08 deg., 10 min., 35 sec. West 175.00 feet to a point; thence South 59 deg., 23 min, 50 sec. East 34.95 feet to a point; thence North 81 deg., 49 min., 25 sec. East 122.85 feet to a point; thence North 37 deg., 54 min. East 109.82 feet to a point; thence South 52 deg., 06 min. East 116.65 feet to a point; thence South 89 deg., 28 min., 37 sec. East 186.79 feet to a point; thence South 18 deg., 46 min., 49 sec. West 494.19 feet to an iron pin; thence South 17 deg., 59 min., 43 sec. West 485.10 feet to a point; thence, South 10 deg., 47 min., 51 sec. West 68.89 feet to a monument; thence South 06 deg., 35 min., 51 sec. West 243.59 feet to the Point of BEGINNING, according to the survey of Thomas, Miller & Partners, dated July 13, 1995.

BEING the part of the same property described in the Davidson County Register's Deed Book 8128, Page 85, and Deed Book 9242, Page 133.

EXHIBIT "C"
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
BRITTANY PARK SUBDIVISION, a Planned Unit Development
DATED: 12 April, 1996

LOCATED AND BEING SITUATED the THIRTY-FIRST (31st) Councilmanic District of the City of Nashville, the SECOND (2nd) Civil District of the County of Davidson, State of Tennessee, and being known and designated as follows, to wit:
COMMON AREA (Open Space), Phase I-A, BRITTANY PARK Subdivision, a Planned Unit Development, as shown of record in Plat Book 9700, Page 46, in the Register's Office of Davidson County, Tennessee, to which reference is here made, and being more particularly described in two (2) tracts as follows:

TRACT I:

BEGINNING at control monument North 10832.5273, East 9852.3212, said control monument in the northerly margin of the right-of-way of BELL ROAD located 1,270 feet, more or less, from the point of intersection of BELL ROAD with the right-of-way of BLUE HOLE ROAD; thence, from said BEGINNING Point and with the northerly margin of the right-of-way of BELL ROAD, North 77 deg., 55 min., 03 sec. West, 188.66 feet to a monument; thence, leaving the northerly margin of the right-of-way of BELL ROAD and following the easterly margin of the right-of-way of BRITTANY PARK DRIVE, the following four (4) calls and distances: following a curve to the right with a radius of 25 feet, with an arc distance of 39.27 feet, a tangent of 25 feet, a DELTA of 90 deg., 00 min., 34 sec.; thence, continuing with a curve to the right with a radius of 669.48 feet, an arc distance of 191.37 feet, a tangent of 101.13 feet, a DELTA of 17 deg., 00 min., 48 sec.; thence North 30 deg., 21 min., 44 sec. East 74.84 feet to a point; thence, following a curve to the left with a radius of 423.11 feet, an arc distance of 55.75 feet, a tangent of 99.99 feet, a DELTA of 26 deg., 35 min., 30 sec. to a point marking the southwesterly corner of Lot 1, in said Subdivision; thence, with the southerly boundary of Lot 1, in said Subdivision South 71 deg., 33 min., 14 sec. East 106.53 feet to a point; thence, South 18 deg., 26 min., 46 sec. West 146.00 feet to a point marking the northeasterly corner of Lot 4, in said Subdivision; thence, with the northeasterly boundary of Lot 4, in said Subdivision, North 71 deg., 33 min., 14 sec. West 118.17 feet to a point in the easterly margin of the right-of-way of BRITTANY PARK DRIVE; thence, with the easterly margin of the right-of-way of BRITTANY PARK DRIVE following a curve to the left with a radius of 423.11 feet, an arc distance of 5.07 feet, a tangent of 99.99 feet, a DELTA of 26 deg., 35 min., 30 sec. to a point; thence North 3 deg., 49 min., 55 sec. East .75 feet to a point marking the southwest corner of Lot 5, in said Subdivision; thence, leaving the easterly margin of the right-of-way of BRITTANY PARK DRIVE and with the southerly boundary of Lot 5, in said Subdivision, South 86 deg., 10 min., 05 sec. East 104.87 feet to a point marking the southeast corner of Lot 5, in said Subdivision; thence North 3 deg., 49 min., 55 sec. West 204.00 feet to a point marking the northeast corner of Lot 10, in said Subdivision; thence North 86 deg., 10 min., 05 sec. West 122.15 feet to a point in the easterly margin of the right-of-way of BRITTANY PARK DRIVE; thence, following a curve to the right with a radius of 35 feet, an arc distance of 50.50 feet, a chord bearing North 28 deg., 08 min., 57 sec. East, a chord distance of 46.23 feet to point; thence, following a curve to the left with a radius of 205.00 feet, an arc distance of 64.60 feet, a chord bearing North 29 deg., 17 min., 47 sec. East, a chord distance of 64.60 feet to a point marking the southwest corner of Lot 11, in said Subdivision; thence, leaving

the southeasterly margin of the right-of-way of BRITTANY PARK CIRCLE, South 51 deg., 46 min., 55 sec. East 145.41 feet to a point marking the southeast corner of Lot 11, in said Subdivision; thence North 17 deg., 59 min., 43 sec. East 82.15 feet to a point; thence North 18 deg., 46 min., 45 sec. East 170.60 feet to a point; thence North 00 deg., 09 min., 36 sec. West 173.78 feet to a point; thence North 33 deg., 02 min., 14 sec. West 122.64 feet to a point; thence North 81 deg., 26 min., 49 sec. West 52.11 feet to a point; thence South 81 deg., 49 min., 25 sec. West 102.00 feet to a point; thence South 43 deg., 15 min., 33 sec. West 139.32 feet to a point; thence South 11 deg., 40 min., 44 sec. East 146.71 feet to a point; thence North 37 deg., 10 min., 35 sec. West 73.15 feet to a point; thence North 40 deg., 37 min., 50 sec. West 48.08 feet to a point; thence North 08 deg., 10 min., 35 sec. West 175.00 feet to a point; thence South 59 deg., 23 min., 50 sec. East 34.95 feet to a point; thence North 81 deg., 49 min., 25 sec. East 122.85 feet to a point; thence North 37 deg., 54 min. East 109.82 feet to a point; thence South 52 deg., 06 min. East 116.65 feet to a point; thence South 89 deg., 28 min., 37 sec. East 186.79 feet to a point; thence South 18 deg., 46 min., 49 sec. West 494.19 feet to a point; thence South 17 deg., 59 min., 43 sec. West 485.10 feet to a point; thence, South 10 deg., 47 min., 51 sec. West 68.89 feet to a monument; thence South 06 deg., 35 min., 51 sec. West 243.59 feet to the Point of BEGINNING; and

TRACT II:

BEGINNING at a point in the northwesterly margin of the right-of-way of BRITTANY PARK CIRCLE marking a common corner of the southeast corner of the property Common Area herein-described and the southwest corner of Lot 32, in said Subdivision; thence, with the northwesterly margin of the right-of-way of BRITTANY PARK CIRCLE following a curve to the right with a radius of 205 feet, an arc distance of 6.84 feet, a chord bearing South 29 deg., 17 min., 47 sec. West, a chord distance of 6.84 feet to a point; thence, continuing the said curve to the right with the radius of 35 feet, an arc distance of 50.47 feet, a chord bearing North 69 deg., 11 min., 48 sec. West, a chord distance of 46.21 feet to a point; thence, following a curve to the left with a radius of 369.88 feet, an arc distance of 64.07 feet, a tangent of 138.35 feet, a DELTA of 41 deg., 00 min., 52 sec. to a point marking a concrete monument marking the northwest corner of the Common Area herein-described; thence, North 54 deg., 29 min., 29 sec. East 25.92 feet to a point; thence South 37 deg., 10 min., 35 sec. East 109.28 feet to the Point of BEGINNING, according to the survey of Thomas, Miller & Partners, dated July 13, 1995.

BEING the part of the same property described in the Davidson County Register's Deed Book 8128, Page 85, and Deed Book 9242, Page 133.

EXHIBIT "D"
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
BRITTANY PARK SUBDIVISION, a Planned Unit Development
DATED: 12 April, 1996

CHARTER

OF

BRITTANY PARK SUBDIVISION HOMEOWNERS' ASSOCIATION

The undersigned corporation, a corporation organized and existing under the laws of the State of Tennessee, with its' principal place of business being located in Lenior City, Loudon County, Tennessee, having the capacity to contract and acting as the incorporator of a not-for-profit, mutual-benefit corporation under the Tennessee Nonprofit Corporation Act, adopts the following charter for said corporation:

ARTICLE I

The name of the corporation is BRITTANY PARK SUBDIVISION HOMEOWNERS' ASSOCIATION, hereafter referred to as the ASSOCIATION, being a corporation organized and existing under the laws of the State of Tennessee.

ARTICLE II

The Initial Registered Office and Principal Office of the ASSOCIATION is located at Carlton Enterprises, Inc., 2110 Town Creek Road, East, Lenoir City, Loudon County, Tennessee 37772; and its' initial registered agent at this office is John L. Carlton.

ARTICLE III

The Incorporator of the not-for-profit, mutual benefit corporation is Carlton Enterprises, Inc., whose principal place of business is 2110 Town Creek Road, East, Lenoir City, Loudon County, Tennessee 37772.

ARTICLE IV

The ASSOCIATION does not contemplate pecuniary gain or profit to the members thereof, and the specific purpose for which it is formed is as a not-for-profit, mutual-benefit corporation to provide for the maintenance, preservation, and architectural control of the residential Lots, Common Areas, and Easements within that certain tract of real property being more particularly described as follows, to wit:

> **LOCATED AND BEING SITUATED** in the SECOND (2nd) Civil District of the County of Davidson, State of Tennessee, and being known and designated as follows:
> BRITTANY PARK SUBDIVISION, a Planned Unit Development, as shown of record in Map Book 9700, Page 46, to which reference is here made for a more particular description thereof, and being more particularly described in EXHIBIT "A", attached hereto and made a part hereof;
> **BEING** part of the same property described in the Davidson County Register's Deed Book 8128, Page 85, and Deed Book 9242, Page 133;

and to promote the health, safety, and welfare of the residents within the above-described Property and any addition(s) thereto

as may hereafter be brought within the jurisdiction of the ASSOCIATION, and for this purpose to:

A. exercise all powers and privileges and to perform all of the duties of the ASSOCIATION as setforth in that certain DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, hereinafter called the "DECLARATION", applicable to the property and to be recorded in the Office of the Register of Deeds of Davidson County, Tennessee, and as the same may be amended from time to time as therein provided, said DECLARATION being incorporated herein as if setforth verbatim;

B. fix, levy, collect, and enforce payment by any lawful means, all charges and/or assessments pursuant to the terms of the DECLARATION; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the ASSOCIATION, including all licenses, taxes, and/or governmental charges levied or imposed against the property of the ASSOCIATION;

C. acquire, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real and/or personal property in connection with the affairs of the ASSOCIATION;

D. borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its' real and/or personal property as security for money borrowed or debts incurred;

E. participate in mergers and consolidations with other non-profit, mutual benefit corporations organized for the same purposes or annex additional residential property, provided that any such merger, consolidation, or annexation shall have the assent of two-thirds (2/3) of any class(es) of members;

F. dedicate, sell, 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 the members; such dedication or transfer shall not be effective unless an instrument has been signed by 2/3rds of any class(es) of members, agreeing to such dedication, sale or transfer;

G. have and to exercise any and all powers rights, and privileges, which a not-for-profit, mutual-benefit corporation organized under the Tennessee Nonprofit Corporation Act by law may now or hereafter have or exercise.

ARTICLE V

Every person or entity who is an owner of public record of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the ASSOCIATION, including contract sellers shall be a member of the ASSOCIATION; provided that, the foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of and obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by ASSOCIATION.

ARTICLE VI

The ASSOCIATION shall have two (2) classes of voting membership:

Class A: Class A members shall be all Owner(s) of the Lots within the Property, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned; all such person(s) shall be member(s). The vote for any such Lot shall be exercised as the Owner(s) may determine, but in no event shall more than one (1) vote be cast with respect to any one Lot.

Class B: The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) 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:

(a) After seventy-five percent (75%) of the Lots in the Property have been conveyed to Lot Purchaser(s); or

(b) Five (5) years following the conveyances of the first Lot, or

(c) June 7, 2001.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of seven (7) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The name and address of the person who is to act in the capacity of an interim director until the selection of his successors are:

John L. Carlton
c/o Carlton Enterprises, Inc.
2110 Town Creek Road, East
Lenoir City, Tennessee 37772

At the first annual meeting, the members shall elect three (3) directors for a term of one (1) year, two (2) directors for a term of two (2) years, and two (2) director for a term of three (3) years; and at each annual meeting thereafter the members shall elect three (3) directors for a term of one (1) year and other directors as required.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of all class(es) of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-for-profit, mutual benefit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership, provided that, as long as a Class B membership exists in the Association, any amendment of this charter, shall be approved in writing by the Veterans' Administration and the Federal Housing Administration.

IN WITNESS WHEREOF, for the purpose of forming this not-for-profit, mutual-benefit corporation under the laws of the State of Tennessee, the undersigned, constituting the incorporator of this ASSOCIATION, has executed this Charter for Incorporation this 12th day of April, 1996.

Carlton Enterprises, Inc.

By: _____
John L. Carlton, President of
Carlton Enterprises, Inc.,
Incorporator

EXHIBIT "A"
CHARTER of
BRITTANY PARK SUBDIVISION HOMEOWNERS' ASSOCIATION
DATED: 12 April, 1996

LOCATED AND BEING SITUATED the THIRTY-FIRST (31st) Councilmanic District of the City of Nashville, the SECOND (2nd) Civil District of the County of Davidson, State of Tennessee, and being known and designated as follows, to wit:

BRITTANY PARK Subdivision, a Planned Unit Development, a part of which is shown of record in Plat Book 9700, Page 46, in the Register's Office of Davidson County, Tennessee, to which reference is here made, and being more fully and particularly described as follows:
BEGINNING at control monument North 10832.5273, East 9852.3212, said control monument in the northerly margin of the right-of-way of BELL ROAD located 1,270 feet, more or less, from the point of intersection of BELL ROAD with the right-of-way of BLUE HOLE ROAD; thence, from said BEGINNING Point and with the northerly margin of the right-of-way of BELL ROAD the following three (3) calls and distances: North 77 deg., 55 min., 03 sec. West 188.66 feet to a monument; thence North 76 deg., 39 min, 36 sec. West 52.24 feet to a point; thence, following a curve to the right with a radius of 1,637 feet, an arc distance of 47.59 feet, a chord bearing North 77 deg., 29 min., 28 sec. West, a chord distance of 47.59 feet to a point, marking the point of intersection of the northerly margin of the right-of-way of BELL ROAD with the westerly margin of the right-of-way of BRITTANY PARK DRIVE; thence, leaving the northerly margin of the right-of-way of BELL ROAD and following the westerly margin of the right-of-way of BRITTANY PARK DRIVE the following six (6) calls and distances: thence, following with a curve to the left with a radius of 25 feet, an arc distance of 38.55 feet a chord bearing North 57 deg., 30 min., 45 sec. East, a chord distance of 34.84 feet to a point; thence, following a curve to the right with the radius of 694.48 feet, an arc distance of 206.22 feet, a chord bearing North 21 deg., 51 min., 20 sec. East, a chord distance of 205.46 feet to a monument; thence North 30 deg., 21 min., 44 sec. East 74.84 feet to a concrete monument; thence, following a curve to the left with a radius of 398.11 feet, an arc distance of 184.79 feet, a chord bearing North 17 deg., 07 min., 46 sec. East, a chord distance of 183.14 feet to a concrete monument; thence North 3 deg., 49 min., 55 sec. East 89.24 feet to a concrete monument; thence, following a curve to the left with a radius of 344.88 feet an arc distance of 246.88 feet a chord bearing North 16 deg., 40 min., 20 sec. West, a chord distance of 241.64 feet to a control monument North 10832.5273, East 9852.3212, marking elevation 639.16; thence South 52 deg., 55 min., 59 sec. West 135.05 feet to an iron pin; thence North 32 deg., 40 min., 44 sec. West 209.69 feet to an iron pin; thence North 12 deg., 50 min., 36 sec. West 202.86 feet to an iron pin; thence North 39 deg., 53 min., 06 sec. West 45.04 feet to a point; thence South 59 deg., 27 min., 44 sec. West 276.06 feet to an iron pin; thence North 18 deg., 52 min., 57 sec. East 549.31 feet to an iron pin; thence North 75 deg., 28 min., 32 sec. East 221.53 feet to an iron pin; thence North 80 deg., 51 min., 17 sec. East 430.41 feet to an axle; thence South 71 deg., 25 min. East 338.13 feet to a point; thence South 18 deg., 46 min., 49 sec. West 828.32 feet to a point; thence South 18 deg., 46 min., 49 sec. West 102.59 feet to a point; thence South 17 deg., 59 min., 43 sec. West 485.10 feet to a point; thence South 10 deg., 47 min., 51 sec. West 68.89 feet to a monument; thence South 06 deg., 35 min., 51 sec. West 243.59 feet to the Point of BEGINNING.

BEING all of the same property described in the Davidson County Register's Deed Book 8128, Page 85, and Deed Book 9242, Page 133.

EXHIBIT "E"
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS for BRITTANY PARK SUBDIVISION, a Planned Unit Development
DATED: 12 April, 1996

BY-LAWS

OF

BRITTANY PARK SUBDIVISION HOMEOWNERS' ASSOCIATION

Name and location: The name of the corporation is BRITTANY PARK SUBDIVISION HOMEOWNERS' ASSOCIATION, hereinafter referred to as the "ASSOCIATION". The principal office of the corporation shall be located at 2110 Town Creek Road, East, Lenoir City, Loudon County, Tennessee 37772, but meetings of the members and directors may be held at such places within the State of Tennessee, County of Davidson, as may be designated by the Board of Directors.

DEFINITIONS

Section 1. "ASSOCIATION" shall mean and refer to BRITTANY PARK SUBDIVISION HOMEOWNERS' ASSOCIATION, its' successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Lot" shall mean and refer to any numbered Lot of land shown upon any recorded subdivision plat of the Property, with the exception of the Common Areas and/or Open Spaces.

Section 4. "Owner(s)" shall mean and refer to the record Owner(s), whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

Section 5. "Declarant" shall mean and refer to Carlton Enterprises, Inc., a corporation organized and existing under the laws of the State of Tennessee, its' successors and/or assigns.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Property recorded in the Office of the Register of Deeds of Davidson County, Tennessee.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 8. "Lender" as used herein shall mean and be defined as any lender, whether institutional investor, bank, savings and loan association, or loan broker, whose loan is secured by a Lot in the Property and shall include, without limitation, the Secretary of Housing and Urban Development, acting by and through

the Federal Housing Administration (FHA), the Secretary of the Veterans' Administration (VA), the Federal National Mortgage Association (FNMA), and the Federal Home Loan Mortgage Corporation.

Section 9. "Common Areas" shall mean all real property, including the improvements thereto, owned by the ASSOCIATION for the common use and enjoyment of the Owner(s). The Common Areas, described on the recorded plat as Open Spaces, to be owned by the ASSOCIATION at the time of the conveyance of the first Lot is described in EXHIBIT "A", attached hereto and made a part hereof.

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the ASSOCIATION, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock p.m. If the day of the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4th) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Charter of the Association the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than an announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his/her Lot.

DIRECTORS

Section 1. Number. The affairs of the Association shall be managed by a Board of seven (7) directors, who need not be members of the Association.

Section 2. Term in Office. At the first annual meeting, the members shall elect three (3) directors for a term of one (1) year, two (2) directors for a term of two (2) years and two (2) director for a term of three (3) years; and at each annual meeting thereafter the members shall elect two (2) directors

for a term of one (1) year, and other directors as required to maintain a Board of Five (5) Directors.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his/her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his/her predecessor.

Section 4. Compensation. Directors shall not receive compensation for any service they may render to the Association. However, any director may be reimbursed for their actual expenses incurred in the performance of their respective duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 6. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its' discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 7. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 8. Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) directors after not less than three (3) days written notice to each director. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 9. Powers. The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing the use of the common areas and facilities and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use the common

areas recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Charter of the Association, or the Declaration of Covenants, Conditions and Restrictions;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary and prescribe their duties.

Section 10. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its' acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4th) of the Class A members who are entitled to vote.

(b) supervise all officers, agents and employees of the Association and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) establish the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and

(2) send written notice of each assessment to all Owner(s) subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or bring an action at law against the Owner(s) personally obligated to pay the same:

(d) issue, or to cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) cause the exterior of the residential dwellings to be maintained.

OFFICERS

Section 1. Enumeration of Offices. The officers of the Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Officers' Duties.

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) The vice-president shall act in the place and stead of the president in the event of his/her absence, inability or refusal to act as required of him/her by the Board.

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of

Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

COMMITTEES

The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its' purpose.

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Charter of the Association, and the By-Laws of the Association shall be available for inspection by any member of the Association at the principal office of the Association, where copies may be purchased at reasonable cost.

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of TEN percent (10%) per annum, and the ASSOCIATION may bring an action at law against the Owner(s) personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Owner(s) may not waive or otherwise escape liability for the assessments provided for herein by nonuse of any Common Areas or abandonment of his/her Lot.

AMENDMENTS

Section 1. These By-Laws may be amended at a regular or special meeting of the members by a vote of a majority of a quorum of members present in person or by proxy; provided that, as long as a Class B membership exists in the Association, any amendment of these by-laws shall be approved in writing by the Veterans' Administration and the Federal Housing Administration.

Section 2. In the case of any conflict between the Charter of the ASSOCIATION and these By-Laws, the Charter shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

MISCELLANEOUS

Section 1. The fiscal year of the ASSOCIATION shall begin on the first(1st) day of January and end on the thirty-first (31st) day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 2. The ASSOCIATION shall not have a corporate seal.

IN WITNESS WHEREOF, the undersigned, being the sole interim director of BRITTANY PARK SUBDIVISION HOMEOWNERS' ASSOCIATION, has hereunto set his hand this 15th day of April, 1996.

BRITTANY PARK SUBDIVISION HOMEOWNERS' ASSOCIATION

BY: _____
John L. Carlton, Interim Director

CERTIFICATION

I, the undersigned, do hereby certify:
That I am the acting secretary of BRITTANY PARK SUBDIVISION HOMEOWNERS' ASSOCIATION, whose principal office is in Loudon County, Tennessee; and

That the foregoing By-Laws constitute the original By-Laws of said corporation, as duly adopted at a meeting of the sole interim Director thereof, held on the 15th day of April, 1996.

IN WITNESS WHEREOF, I have hereto subscribed the name of the corporation by signing my name thereto as secretary this 15th day of April, 1996.

_____
Angela Jo Martin, Secretary

EXHIBIT "A"
BY-LAWS of
BRITTANY PARK SUBDIVISION HOMEOWNERS' ASSOCIATION
DATED: 15 April, 1996

LOCATED AND BEING SITUATED the THIRTY-FIRST (31st) Councilmanic District of the City of Nashville, the SECOND (2nd) Civil District of the County of Davidson, State of Tennessee, and being known and designated as follows, to wit:
COMMON AREA (Open Space), Phase I-A, BRITTANY PARK Subdivision, a Planned Unit Development, as shown of record in Plat Book 9700, Page 46, in the Register's Office of Davidson County, Tennessee, to which reference is here made, and being more particularly described in two (2) tracts as follows:

TRACT I:

BEGINNING at control monument North 10832.5273, East 9852.3212, said control monument in the northerly margin of the right-of-way of BELL ROAD located 1,270 feet, more or less, from the point of intersection of BELL ROAD with the right-of-way of BLUE HOLE ROAD; thence, from said BEGINNING Point and with the northerly margin of the right-of-way of BELL ROAD, North 77 deg., 55 min., 03 sec. West, 188.66 feet to a monument; thence, leaving the northerly margin of the right-of-way of BELL ROAD and following the easterly margin of the right-of-way of BRITTANY PARK DRIVE, the following four (4) calls and distances: following a curve to the right with a radius of 25 feet, with an arc distance of 39.27 feet, a tangent of 25 feet, a DELTA of 90 deg., 00 min., 34 sec.; thence, continuing with a curve to the right with a radius of 669.48 feet, an arc distance of 191.37 feet, a tangent of 101.13 feet, a DELTA of 17 deg., 00 min., 48 sec.; thence North 30 deg., 21 min., 44 sec. East 74.84 feet to a point; thence, following a curve to the left with a radius of 423.11 feet, an arc distance of 55.75 feet, a tangent of 99.99 feet, a DELTA of 26 deg., 35 min., 30 sec. to a point marking the southwesterly corner of Lot 1, in said Subdivision; thence, with the southerly boundary of Lot 1, in said Subdivision South 71 deg., 33 min., 14 sec. East 106.53 feet to a point; thence, South 18 deg., 26 min., 46 sec. West 146.00 feet to a point marking the northeasterly corner of Lot 4, in said Subdivision; thence, with the northeasterly boundary of Lot 4, in said Subdivision, North 71 deg., 33 min., 14 sec. West 118.17 feet to a point in the easterly margin of the right-of-way of BRITTANY PARK DRIVE; thence, with the easterly margin of the right-of-way of BRITTANY PARK DRIVE following a curve to the left with a radius of 423.11 feet, an arc distance of 5.07 feet, a tangent of 99.99 feet, a DELTA of 26 deg., 35 min., 30 sec. to a point; thence North 3 deg., 49 min., 55 sec. East .75 feet to a point marking the southwest corner of Lot 5, in said Subdivision; thence, leaving the easterly margin of the right-of-way of BRITTANY PARK DRIVE and with the southerly boundary of Lot 5, in said Subdivision, South 86 deg., 10 min., 05 sec. East 104.87 feet to a point marking the southeast corner of Lot 5, in said Subdivision; thence North 3 deg., 49 min., 55 sec. West 204.00 feet to a point marking the northeast corner of Lot 10, in said Subdivision; thence North 86 deg., 10 min., 05 sec. West 122.15 feet to a point in the easterly margin of the right-of-way of BRITTANY PARK DRIVE; thence, following a curve to the right with a radius of 35 feet, an arc distance of 50.50 feet, a chord bearing North 28 deg., 08 min., 57 sec. East, a chord distance of 46.23 feet to point; thence, following a curve to the left with a radius of 205.00 feet, an arc distance of 64.60 feet, a chord bearing North 29 deg., 17 min., 47 sec. East, a chord distance of 64.60 feet to a point marking the southwest corner of Lot 11, in said Subdivision; thence, leaving

the southeasterly margin of the right-of-way of BRITTANY PARK CIRCLE, South 51 deg., 46 min., 55 sec. East 145.41 feet to a point marking the southeast corner of Lot 11, in said Subdivision; thence North 17 deg., 59 min., 43 sec. East 82.15 feet to a point; thence North 18 deg., 46 min., 45 sec. East 170.60 feet to a point; thence North 00 deg., 09 min., 36 sec. West 173.78 feet to a point; thence North 33 deg., 02 min., 14 sec. West 122.64 feet to a point; thence North 81 deg., 26 min., 49 sec. West 52.11 feet to a point; thence South 81 deg., 49 min., 25 sec. West 102.00 feet to a point; thence South 43 deg., 15 min., 33 sec. West 139.32 feet to a point; thence South 11 deg., 40 min., 44 sec. East 146.71 feet to a point; thence North 37 deg., 10 min., 35 sec. West 73.15 feet to a point; thence North 40 deg., 37 min., 50 sec. West 48.08 feet to a point; thence North 08 deg., 10 min., 35 sec. West 175.00 feet to a point; thence South 59 deg., 23 min., 50 sec. East 34.95 feet to a point; thence North 81 deg., 49 min., 25 sec. East 122.85 feet to a point; thence North 37 deg., 54 min. East 109.82 feet to a point; thence South 52 deg., 06 min. East 116.65 feet to a point; thence South 89 deg., 28 min., 37 sec. East 186.79 feet to a point; thence South 18 deg., 46 min., 49 sec. West 494.19 feet to a point; thence South 17 deg., 59 min., 43 sec. West 485.10 feet to a point; thence, South 10 deg., 47 min., 51 sec. West 68.89 feet to a monument; thence South 06 deg., 35 min., 51 sec. West 243.59 feet to the Point of BEGINNING; and

TRACT II:

BEGINNING at a point in the northwesterly margin of the right-of-way of BRITTANY PARK CIRCLE marking a common corner of the southeast corner of the property Common Area herein-described and the southwest corner of Lot 32, in said Subdivision; thence, with the northwesterly margin of the right-of-way of BRITTANY PARK CIRCLE following a curve to the right with a radius of 205 feet, an arc distance of 6.84 feet, a chord bearing South 29 deg., 17 min., 47 sec. West, a chord distance of 6.84 feet to a point; thence, continuing the said curve to the right with the radius of 35 feet, an arc distance of 50.47 feet, a chord bearing North 69 deg., 11 min., 48 sec. West, a chord distance of 46.21 feet to a point; thence, following a curve to the left with a radius of 369.88 feet, an arc distance of 64.07 feet, a tangent of 138.35 feet, a DELTA of 41 deg., 00 min., 52 sec. to a point marking a concrete monument marking the northwest corner of the Common Area herein-described; thence, North 54 deg., 29 min., 29 sec. East 25.92 feet to a point; thence South 37 deg., 10 min., 35 sec. East 109.28 feet to the Point of BEGINNING, according to the survey of Thomas, Miller & Partners, dated July 13, 1995.

BEING the part of the same property described in the Davidson County Register's Deed Book 8128, Page 85, and Deed Book 9242, Page 133.

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IDENTIF. & REFERENCE
PICK-UP