Prepared by BOX 1
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DECLARATION OF COVENANTS,
CONDITIONS & RESTRICTIONS FOR
HERON WALK

BOOK 10095 PG 464

THIS DECLARATION of Covenants, Conditions and Restrictions (hereinafter referred to as "Declaration") made and published on or as of the date hereinafter set forth, by and between ALLEN EARPS (hereinafter collectively referred to as "Developer"), and all persons firms corporations or other entities hereafter acquiring any of the within described property.

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain real property located in Davidson County, Tennessee, and desires to create thereon, in phases, a residential development known as Heron Walk , (the "Development") with common area or open spaces for the mutual benefit of the future residents of the Development; and

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

WHEREAS, Developer desires to provide for the preservation of the values and amenities and the desirability and attractiveness of the real property in the Develoment, and for the continued maintenance and operation of common areas or open spaces; and

WHEREAS, the Developer desires to make provisions concerning the maintenance and ownership of the common areas or open spaces located therein; and

WHEREAS, the Developer has deemed it desirable, for the efficient preservation of the values and amenities in said development, and to fulfill the foregoing objects, purposes and requirements, to create entities to which sould be delegated and assigned the powers of maintaining and administering the common areas or open spaces, managing the affairs of the residential development, admininstering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has caused, or will cause, to be incorporated under the laws of the State of Tennessee certain non-profit corporations having as their members owners of lots within the Development for the purpose of exercising the aforementioned functions.

NOW THEREFORE, for and in consideration of the foregoing premises, and the terms, conditions and restrictions hereinafter set forth, the Developer declares that the real property hereinafter described is and shall be held, transferred, sold, conveyed and occupied subject to the following restrictions, covenants, conditions, easements, assessments and liens all of which are to be construed as covenants running with the land and which shall be binding on all parties having or acquiring any right, title or interest in the hereafter described property or any part thereof and which shall inure to the benefit of each owner thereof. Every person or other party hereafter acquiring any of the within described property made subject to this Declaration, by acceptance of a deed to any interest in or to said property, shall take such property interest subject to this Declaration and to the terms and conditions hereof, and shall be deemed to have assented to same.

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

ARTICLE I
DEFINITIONS

The following words, when used herein, shall have the following meanings:

Section 1 The "Association" shall mean Heron Walk Homeowners Association, Inc., a Tennessee not-for-profit corporation, its successors and assigns, organized by the Developer for the purpose of owning and maintaining the Common Area and which has as its members every lot Owner subject to assessment as hereinafter provided.

Section 2 "Commmon Area" shall mean all real property (including the improvements located thereon or attached thereto) owned and maintained by the Association for the common use and enjoyment of the lot Owners and designated on any recorded plats or plans of the Property as "Common Area", "Open Area", "Open Space", or "Common Open Space" and areas designated as parks, lakes, playgrounds and trails.

Section 3 "Declaration" shall mean this instrument.

Section 4 "Developer" shall mean ALLEN EARPS, his heirs and assigns, provided such successors and assigns are designated in writing by the Developer as a successor or assign of the rights of the Developer as set forth herein.

Section 5 "Lot" shall mean any lot shown on any recorded plats or plans of the Property. The term lot shall not include Common Area, or dedicated streets and roadways.

Section 6 "Lot Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Unless specifically provided otherwise herein, Developer shall be deemed a lot Owner so long as it is the legal title holder of any lot.

Section 7 "Unit" shall mean and refer to a building situated upon any lot designated and intended for use and occupancy as a residence by a single family.

Section 8 "Plat" shall mean the plat of Heron Walk SEC I of record in the Register's Office for Davidson County, Tennessee in Plat Book 6700, Page 173, and such other plats as are submitted to this Declaration pursuant to the provisions of Article X hereof.

Section 9 "Property" shall mean the real property submitted to this Declaration and described on Exhibit A attached hereto and incorporated herein by reference, and such other property as may be submitted to this Declaration pursuant to the provisions of Article X hereof. Property shall not include any public streets and roadways included within a Plat.

ARTICLE II
PROPERTY SUBJECT TO DECLARATION AND SUPPLEMENT DECLARATION

Section 1 Property Subject to this Declaration. Developer hereby declares that the Property shall be held, sold and conveyed subject to the easements, restrictions, covenants, and conditions of this Declaration, which are for the purpose of protecting the value and desirability of the Property, and which shall run with the land and be binding on and inure to the benefit of all parties having any right, title or interest in the Property or any part thereof, and their heirs, devisees, executors, administrators, successors, and assigns.

ARTICLE III
GENERAL PROPERTY RIGHTS

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

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

(b) The right of the Association to suspend the voting rights of and right to use the recreational facilities by a lot Owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) The right of the Association to mortgage, convey, dedicate or transfer all or any part of the Common Area to any public agency, authority, or other persons for such purposes and subject to such conditions as may be agreed to by the members. No such mortgage, conveyance or dedication shall be effective unless an instrument agreeing to such dedication, mortgage or transfer signed by two-thirds (2/3) of each class of members has been recorded. At the time of any of such dedication or transfer, the portion of the Common Area so dedicated or transferred shall no longer be a part of the Common Area and lot Owners shall thereafter have no greater right in the property so dedicated or transferred than the general public.

(d) The right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area.

(e) The right of the Association to grant such easements and rights-of-way to such utility companies or public agencies or authorities as it may deem necessary for the proper servicing and maintenance of the Common Area and the structures in the Development.

(f) The right of Developer, at its sole expense, to relocate, expand, modify, reduce, extend, or construct utility lines, sewers or service connections in order to serve the Property.

Section 2 Delegation of Use. Any lot Owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the lot.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

Section 1 Every lot Owner which is subject to assessment by the Association as hereinafter provided 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 classes of voting membership:

Class A. Class A members shall be all lot Owners, with the exception of the Developer, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member shall be the Developer and shall be entitled to three (3) votes for each lot owned. The Class B membership shall be converted to Class A membership when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership. Anything to the contrary notwithstanding the Class B membership shall be converted finally to Class A membership on July 1, 2000.

ARTICLE V
COVENANT FOR ASSESSMENTS FOR THE ASSOCIATION

Section 1. Creation of the lien and Personal obligation of Assessments. The Developer, for each lot owned within the Property, and each Owner 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 agrees 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 intrerest, costs, and reasonable attorney's fees as hereinafter provided, shall be a charge on the lot and shall be a continuing lien upon the lot against which each assessment is made from the date when due until the same is paid in full or otherwise discharged. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the lot Owner at the time when the assessment came due. The personal obligation for delinquent assessments shall not pass to successors in title of said person unless expressly assumed by them.

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 Owners, to provide for the maintenance of the Commmon Area (including by not limited to drainage facilities, lawn maintenance, walkways, landscaping, recreational facilities, etc.), to pay the fees of any management agent the Association may employ to manage the affairs of the Association, and to pay other reasonable and necessary expenses of the Association. An adequate reserve fund for the maintenance, repair, and replacement of items maintained by the Association pursuant to this Section shall be establilshed and funded by regular monthly payments rather than by special assessments.

Section 3. Maximum Annual Assessment.

(a) The maximum initial annual assessment shall be Fifty and 00/100 ($50.00) Dollars per lot.

(b) From and after the initial assessment, the maximum annual assessment may be increased each year by the Board of Directors by an amount not to exceed five percent (5%) of the previous year's maximum annual assessment or not more than the percentage increased in the Consumer Price Index during the previous year without a vote of the Association membership.

(c) From and after the initial assessment, the maximum annual assessment may be increased above said percentage only by a vote of two-thirds (2/3) of each class of the Association members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 4. Special assessments for Capital improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment to play in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of the Association members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article V shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than ninety (90) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a quarterly annual basis.

Section 7. Date of Commencement of Annual Assessments Due Dates. Until the earlier of August 1, 1998, or all Lots have been sold to a Lot Owner, other than Developer, the Developer will maintain the Common Area. Thereafter, assessments shall commence and the association shall maintain the common area. As to lots owned by the Developer after August 1, 1998, the annual assessments shall commence as to each lot when the improvements constructed on the Lot are completed and ready for occupancy. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of directors of the Association 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 Lot Owner subject thereto. 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 8. Effect of Non-Payment of Assessments. Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be subject to a late charge in an amount established by the Board of Directors of the Association and shall bear interest from the due date at the maximum rate allowed by applicable law. The Association may bring an action at law against the Lot Owner personally obligated to pay the same, or forelose the lien against the Lot, and there shall be added to the amount of such assessment the costs, including reasonable attorney's fees, of bringing such action or foreclosure. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments on any Lot provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed on the Lot. 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 become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI
ARCHITECTURAL CONTROL

No building, fence, wall, outside, antenna, satellite dish or other structure shall be commenced, erected or maintained upon a Lot, nor shall any Lot Owner alter or add to the Unit and the appurtenances to his Lot is such alteration or addition (other than interior decorations) would change the external appearance of the Unit and the appurtenances as installed by the Developer on the Lot, nor shall any unit be constructed on any Lot other than by the Developer, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same or the exterior paint color thereof, have been submitted to and approved in writing as to harmony of external design, location and color in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural commitee composed of three (3) or more representatives appointed by said Board of Directors. Alterations or additions which must be approved as provided herein include, by way of illustration and not limitation, exterior painting (other than ordinary maintenance of existing color), moving or altering a privacy fence, changing exterior lighting, building a swimming pool, garage or gazebo, etc. Storage shed will be permitted but must be in rear of house.

If the Board of Directors, or its designated architectural committe, fails to approve or disapprove design and location within thirty (30) days after plans and specifications have been submitted to it and the Owner has received a written receipt reflecting submission to the Board of Directors or architectural committe, approval will not be required and the termsof this Article will be deemed fully satisfied.

Work done by the Developer on the Property shall not be subject to the provisions of this Article VI.

ARTICLE VII
INSURANCE

Section 1. Common Area. The Association shall keep in force and maintain such hazard, public liability, or other insurance as it shall deem necessary relating to the Common Area. The Association may also insure any other property, whether real or personal, owned by it, against such hazards as may be deemed desirable by the Association. Premiums for all insurance carried by the Association shall be part of the expenses covered by the annual assessments of the Association.

Section 2. Lots. Insurance against damage by fire or other casualty to the improvements on any Lot, liability insurance with respect to occurrences on any Lot, and other insurance relating to each Lot, shall be the responibility of the individual Lot Owners.

Section 3. Fidelity Bonds. Blanket fidelity bonds will be maintained by the Association for all officers, directors, trustees, and employees of the Association handling, or responsible for, the funds of or administered by the Association or any other persons handling, or responsible for, the funds of or administered by the Association. Further, in the event the Association delegates some or all of the responsibility for the handling of funds to a management agent, a blanket fidelity bond will be required for officers, employees and agents of such management agent handling, or responsible for, the funds of or administered on behalf of the Association.

(a) The total amount of fidelity bond coverage shall be based upon the best business judgment of the officers of the Association and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bond be less than a sum equal to three (3) month's aggregate assessment on all Lots plus reserve funds.

(b) All such fidelity bonds shall:

(i) Name the Association as an obligee;

(ii) Contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions; and

(iii) Shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association.

(c) Premiums on all such fidelity bonds (except premiums on fidelity bonds maintained by a management agent for its officers, employees, and agents) shall be paid by the Association as a common expense.

Section 4. Other Insurance. The Association may also obtain such other insurance as the Board of Directors deems desirable, in such amounts, from such sources and in such forms as it deems desirable, insuring the Common Area owned and maintained by the Association and insuring each member of the Board and officer of the Association, and each member of any committee appointed pursuant to the By-Laws of the Association, from liability arising from the fact that said person is or was a director or officer of the Association, or a member of such a committee. The premiums for such insurance and bonds shall be a common expense of the Association.

Unpaid officers and Directors of the Association shall not be liable to any Lot Owners for any act or omission unless the act or omission constitutes gross negligence or willful misconduct. If an unpaid Director or officer of the Association prevails in any legal action brought against him in his official capacity by a Lot Owner, that Lot Owner shall pay the Director or officer all his reasonable legal fees.

ARTICLE VIII
NOTICES TO MORTGAGEES, ETC.

Upon written request to the Association identifying the name and address of the holder, insurer, or guarantor of any deed of trust lien on the Property, or a Lot located therein, and, in the case of a Lot, the Lot number or address, any such lienholder or eligible insurer or guarantor shall be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Property or a Lot located therein on which there is a first deed of trust lien held, insured, or guaranteed by such eligible deed of trust lienholder or eligible insurer or guarantor, as applicable;

(b) Any delinquency in the payment of assessments or charges owed by an Owner subject to a first deed of trust lien held, insured, or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days;

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

(d) Any proposed action which would require the consent of a specified percentage of deed of trust lien holders.

ARTICLE IX
EASEMENTS AND RESTRICTIONS

Section 1. Easements. In addition to, and without limitation of, any other easements or rights reserved elsewhere in this Declaration, the following rights and easements are hereby reserved:

1. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on any Plat and as otherwise shown by the public records. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Lot Owner, except for those improvements for which a public authority or utility company is responsible.

2. Easements are reserved as shown on any plat and as otherwise shown by the public records for the purpose of permitting overhead or underground wires or cables of public utilities, such as electric, telephone, telegraphs, cable television, etc.

3. Each Lot Owner shall grant such easements upon his Lot as are necessary to serve the Property for water, sewer, telephone, gas, electricity and other utilities, and the erection and maintenance of the necessary poles and other equipment, wires and conduits, sewer and water lines, on, above or below any Lot; provided, however, no Lot Owner shall be required to grant any easement which would interfere with the use and enjoyment of his Lot or Unit and any easement granted hereby shall impose on the grantee of said easement the obligation to (a) maintain said easement so that the use thereof will not interfere with the use and enjoyment of any Lot or Unit and (b) repair and restore that portion of any Lot upon which the easement is located to its original condition or as near as possible to its original condition.

4. Until completion of Developer's intended development of the Property, an easement is reserved to the Developer for ingress and egress generally across the Property and any Lot, at reasonable places, for the purpose of completing Developer's intended development of the Property, provided that said easement shall be reasonable and shall not interfere with the construction of improvements on a Lot nor the use and enjoyment of a Lot by a Lot Owner.

5. Until completion of Developer's intended development of the Property, an easement is reserved to the Developer to enter the Common Area and to maintain thereon such facilities and perform such operations as in the sole opinion of the Developer may be reasonably required, convenient or incidental to the intended development of the Property by the Developer, including without limitation, a business office, sales office, storage area, construction yards, signs and model units.

6. An easement is granted and reserved to the Association, its officers, agents, employees, including employees of any management company having a contract with the Association, over and upon the Common Area to perform the duties of maintenance and repair of the Common Area, to maintain any utilities for which an easement has been granted, and to prevent damage to the Common Area or any Lot or Unit situated thereon.

Section 2. Restrictions on Use and Occupancy. The following use and occupancy restrictions are made a part of this Declaration and shall be binding upon all Lot Owners:

1. Land Use and Building Type. No Lot shall be used except for residential purposes; provided, however, this shall not preclude the temporary use of a Unit by the Developer for a showcase model home or a temporary real estate sales office. All Units shall have full masonry or plastered foundations, and no exposed block shall be visible above grade.

2. Nuisances. No noxious or offensive activity shall be carried on upon or in any Lot, or any of the Property, or any public streets shown on any plat, nor shall anything be done thereon which may be or may become an annoyance or nuisance.

3. Temporary and Incomplete Structures. No temporary structure or incomplete structure may be used on the Property at any time temporarily or permanently as a residence. Specifically, no tent, shack, out building, barn, camper, mobile home, motorhome, basement, or dwelling not substantially completed may be used; provided, however, that this shall not serve to prohibit the Developer from maintaining a temporary structure for the purposes of a sales or construction office during the period of the development and construction of the Property.

4. Signs. Except for signs provided by the Developer, no signs of any kind shall be displayed to the public view on any Lot except professionally lettered builder's or realtor's For Sale signs in good taste and not exceeding 18" x 24" in size.

5. Livestock, Poultry and Pets. No animals, livestock, or poltry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided they are confined to the Lots of their owners by leash or fence; and further provided that they are not kept, bred, or maintained for any commercial purpose and are not kept in such numbers as to become a nuisance.

6. Garbarge and Refuse Disposal. No Lot, nor the Common Area, shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be concealed underground or screened from the view of neighbors or the public.

7. Clothes Lines. Clothes lines will not be permitted.

8. Vehicles. Junk vehicles, inoperable vehicles, unlicensed vehicles not for immediate use or vehicles of any kind in disrepair may not be kept or parked on the Property or any public street. Moreover, no Lot Owner shall permit any motor vehicles (operable or inoperable) owned by such Lot Owner or by any person occupying his Lot or Unit or by any person on his Lot as guest or invitee to remain parked on the public streets for more than forty-eight (48) hours. Vehicles may not be assembled, disassembled or serviced on the Property or any public street unless completely hidden from public view. No mobile home, boat exceeding 20 feet in length, bus, truck of over one ton, tractor/trailer rig, (separate or in combination) or house trailer may be parked or stored on the Property or any public street, except for vehicles and equipment necessary for and being used in the development and construction of the Property, together with the improvements thereto and located thereon, and the streets and roadways serving the Property.

9. Water Supply; Sewage Disposal. No Unit on any Lot shall be occupied and used unless the same be connected with, and served with, water and sewerage from the water and sanitary sewer supply mains provided on the Property.

10. Driveways. All driveways must be concrete.

11. Mail Boxes. All mail boxes must be consistent in design with those initially approved by the Developer for the model Units in the Development, which design shall be provided by the Developer to the Architectural Control Committee.

12. Flooring. The total floor living area of the main structure upon any Lot, exclusive of open porches, patios, garages or carports, shall not be less than 900 square feet.

13. Fences. No fence shall be constructed or erected on any Lot unless the design and location thereof has been approved prior thereto by the Architectural Control Committee. No fence constructed or erected on any Lot shall extend forward of the front line of the Unit on said Lot.

14. Solar Panels. The use of solar panels on any Unit or any other structure on any Lot shall be permitted only if the solar panels are not visible from the street on which said Lot fronts.

15. Sight Distance at Intersection. On corner Lots adjoining two streets, no fence, wall, hedge, planting, or structure between a height of two and one-half (2 1/2) feet and ten (10) feet above the center line grades of the intersecting streets

shall be erected, placed, or maintained within the triangular area formed by the Lot lines abutting such streets and a straight line joining such Lot lines at points that are ten (10) feet distant from the intersection thereof as measured thereon. In the case of a rounded corner at intersecting streets, such measurement shall be made from the point of intersection of the tangents of the curve constituting the rounding. On any Lot having a driveway, no fence, wall, hedge, planting, or structure between a height of two and one-half (2-1/2) feet and ten (10) feet above the center line grades of the adjoining street and the driveway shall be erected, placed, or maintained within the triangular area formed by the Lot line abutting the adjoining street and the driveway and a straight line joining such Lot line and driveway at points that are (ten) 10 feet distant from the point of intersection thereof as measured thereon. In the case of arounded corner at the intersection of street and driveway, such measurement shall be made from the point of intersection of the tangents of the curve constituting the rounding.

16. Roadway Construction and Acceptance. In accordance with the specific actions of the governmental body or agency having jurisdiction over the construction of public roads, the right is expressly reserved to the Developer, its representatives, heirs, successors and assigns, to construct all streets, roads, alleys, or other public ways as now, or hereafter may be shown on any Plat at such grades or elevations as Developer, in its sole discretion, may deem proper; and for the purpose of constructing such streets, roads, alleys or public ways, Developer additionally shall have an easement, not exceeding ten (10) feet in width, upon and along each adjoining Lot, for the construction of proper bank slopes and no Lot Owner shall have any right of action or claim for damages against anyone on account of the grade or elevation at which such road, street, alley or public way may hereafter be constructed, or on account of the bank slopes constructed within the limits of the said ten (10) foot easement. It shall be obligatory upon all Lot Owners to construct or place any driveways, culverts, or other structures, or gradings, which are within the limits of any dedicated roadways, in strict accordance with the specifications therefore, as set forth on any Plat, in order that the roads or streets, which may be affected by such placement, or construction may not be disqualified for acceptance into the road system of the Metropolitan Government of Nashville and Davidson County, Tennessee. Any driveway culverts must have masonry head walls on open ends. In the event any Lot Owner shall fail to maintain his Lot and the improvements situated thereon in a manner consistent with the provisions of this Declaration or of the Bylaws, the Association, after approval by (two-thirds) 2/3rds vote of its Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the Unit and any other improvements erected thereon in accordance with the provisions of this Declaration or the Bylaws. The cost of such repair, maintenance or restoration shall be added to and be come apart of the assessment to which the Lot is subject.

ARTICLE X
GENERAL PROVISIONS

Section 1. Enforcement.

(a) The Association, or any Lot Owner, 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 Lot Owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(b) In the event that the Association, or any successor organization, shall at anytime fail to maintain the Common Area in reasonable order and condition in accordance with the adopted final master development plan for the Development approved by the Planning Commission for the Metropolitan Government of Nashville and Davidson County, Tennessee ("Metro"), the Zoning Administrator for Metro may serve written notice upon such organization and/or the owners or residents of the Development and hold a public hearing. If such deficiencies and maintenance of the Common Area in question are not corrected within thirty (30) days, then the Zoning Administrator shall have the right to call upon any public or private agency to maintain the Common Area in question for a period of one (1) year. Thereafter, if the Zoning Administrator determines that such organization is not prepared for the maintenance of the Common Area in question, such agency shall continue maintenance for yearly periods. The cost of such maintenance by such agency shall be assessed proportionately against the Lots within the

Development that have the responsibility for such maintenance of the Common Area in question and shall become a lien on said Lots.

Section 2. Severability. Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remainin full force and effect.

Section 3. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods often (10) years unless an instrument signed by a majority of those Owners then owning the Lots has been recorded prior to the expiration of said thirty (30) year period or any said ten (10)-year period, as the case may be, agreeing to terminate said covenants or to modify said covenants in whole or in part for the next (ten) 10-year period. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded.

Section 4. Annexation.

(a) Additional residential property and open area may be annexed to the Property with the consent of two-thirds (2/3) of each class of members of the Association.

(b) Notwithstanding paragraph (a) of this Section 4, additional land (including any presently developed Lots as well as undeveloped Lots) within the area described in Exhibit A attached hereto may be annexed by the Developer without the consent of the members of the Association within twenty (20) years of the date of this instrument, provided that the Federal Housing Administration (FHA) and the Veterans Administration (VA) determine that the annexation is inaccord with the general plan heretofore approved by them. The general plan is a Planned Unit Development (PUD). Any property so annexed shall become bound by this Declaration upon the recording of a Plat for the new section of Heron Walk.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of open area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereinto set his hand this 21st day of June, 1996.

BY: Allen Earps
Allen Earps

Betty F. Earps
Betty F. Earps

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me the undersigned a Notary Public for the State and County aforesaid, the within named, Allen Earps and Betty F. Earps with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and upon his oath acknowledge that he executed the within instrument for the purpose therein contained. Witness my hand and official seal at Nashville Tennessee, this 21st day of June, 1996.

Notary Public

Commission Expires:

JENNIFER DAVENPORT
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENNESSEE
MY COMMISSION EXPIRES 7-24-99

EXHIBIT "A"

Land in Davidson County, Tennessee, described according to a survey by M & K, Incorporated, dated November 3, 1989, more particularly described as follows:

Beginning at an iron pin in the westerly right of way of Cheyenne Boulevard, said point being the northeast corner of the subdivision of Sequoia Valley, Section 3, of record in Plat Book 4460, page 83, of the Register's Office of Davidson County, Tennesee; thence, with the line of Sequoia Valley, Section 3 and Section 4, South 73 degrees 06 minutes 22 seconds West, 1736.41 feet to an iron pin; thence, North 86 degrees 50 minutes 47 seconds West, 161.74 feet to an iron pin in the Madison Academy line; thence, continuing with Madison Academy's line, North 01 degrees 26 minutes 37 seconds East, 738.86 feet to an iron pin; thence, North 82 degrees 37 minutes 04 seconds East, 118.85 feet to an iron pin; thence, North 47 degrees 46 minutes 42 seconds East, 825.46 feet to an iron pin; thence, North 56 degrees 41 minutes 00 seconds East, 580.97 feet to an iron pin in the westerly margin of Cheyenne Boulevard; thence, continuing with said westerly right of way, South 33 degrees 19 minutes 00 seconds East, 579.74 feet to a concrete monument; thence, to the right with a curve having a radius of 1,170.00 feet for a distance of 272.30 feet to a concrete monument; thence, continuing with said right of way, South 20 degrees 14 minutes 41 seconds East, 431.43 feet to the point of beginning, containing 39.16 acres, more or less.

Being the same property conveyed to Allen Earps and wife Betty F. Earps by Deed of record in Book 9708, Page 720, Register's Office for Davidson County, Tennessee.

0195612
IDENTIF. ↑ REFERENCE

96 JUN 24 AM 8:58
FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

6604 06/24 0101 01CASH 48.00