Prepared by
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DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR BROOKSIDE WOODS

BOOK 10444 PG 213

THIS DECLARATION, made on the date hereinafter set forth by Larry Powell Builders, Inc., hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Nashville, Davidson County, Tennessee, which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

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

WHEREAS, Declarant desired to provide for the preservations of the values and amenities and the desirability and attractiveness of the real property in the Brookside Woods community and for the continued maintenance and operation of such recreational and common areas as may be provided;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above 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 and be binding on all parties having any right; title or interest in the described properties on any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration or any supplemental declaration hereto, shall have the following meanings:

A. "Association" shall mean and refer to Brookside Woods Homeowners' Association, a Tennessee not for profit corporation, its successors and assigns.

B. "Board" shall mean the Board of Directors of Brookside Woods Homeowners' Association.

C. "Builder" shall mean any licensed general contractor who, over the prior 12 months, has purchased not less than five (5) Lots for the purpose of constructing residences for resale thereon.

D. "By-Laws" shall mean the By-Laws of Brookside Woods Homeowners' Association, as amended from time to time. All provisions contained in the body of this Declaration dealing with the administration and maintenance of the Property shall be deemed to be part of the By-Laws.

E. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the non-exclusive use, benefit, and enjoyment of the members of the Association, as shown on plot of Brookside Woods, Section One, of record in Book 9700, Page 397 and Section Two, of record in Book 9700, Page 398, Register's Office for Davidson County, Tennessee.

F. "Declarant" shall mean and refer to Larry Powell Builders, Inc.

G. "Living Unit" or "Unit" shall mean and refer to any improved residential Lot.

H. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Properties.

I. "Majority" shall mean the owners of more than fifty (50%) percent of the undivided memberships in the Association, present and then eligible to vote. Any specific percentage of Lot Owners means that percentage of Lot Owners who in the aggregate own such specified percentage of the entire undivided membership in the Association, present and then eligible to vote.

J. "Member" shall mean and refer to every person or entity who holds membership in the Association.

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

L. "Plat" shall mean the plat of the Property of record in Book 9700, Pages 397 & 398, in the Register's Office for Davidson County, Tennessee, showing the number of each Lot, and expressing its area, locations and other data necessary for identification.

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

ARTICLE II

PROPERTY RIGHTS

A. Owner's Easements of Enjoyment. Every 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:

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

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

(c) the right of the Association to mortgage dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such mortgage dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of Members has been recorded. Provided, however, that such consent shall be required for the dedication of utility or service easements by Declarant on behalf of the Association, so long as Declarant owns any Lot.

B. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the member of his family, his tenants, or contract purchasers who reside on the Lot. Membership in the Association may not be conveyed separate from ownership in the Lot.

C. Association's Right of Entry. The authorized representative of the Association or the Board shall be entitled to reasonable access to the individual Lots as may be required in connection with the preservation of the individual Lot or Unit or in the event of an emergency, or in connection with maintenance of, repairs or replacements within the Common Elements, or any equipment, facilities or fixtures affecting other Lots, Units or Common Elements, or to may any alterations required by any governmental authority.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

A. Every owner of a Lot which is subject to a lien for 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.

B. The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners, with the exception of the Declarant, 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 among themselves, 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 Declarant and all Builders and shall be entitled to four (4) votes for each Lot owned. The Class B membership shall cease when Declarant and Builders have transferred title to seventy-five (75%) percent of all lots deeded to Homeowners or within three (3) years of conveyance of first lot.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

A. Creation of the Lien and Personal Obligation of Assessments.
The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, 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 reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Mortgagees are not required to collect assessments.

B. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Members and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose, or for the use and enjoyment of the Common Area, including, but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance in accordance with the By-Laws, the employment of attorneys to represent the Association when necessary, and such other needs as may arise, and for the improvement and maintenance of the Common Area. Until the

Declarant has transferred title to all Lots in the development, the Declarant or its nominee shall administer the assessments and receipts therefrom, which may only be used for purposes generally benefiting the Property, as permitted in these Declarations.

C. 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 Two Hundred and No/100 Dollar ($200.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum allowable annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum allowable annual assessment may be increased by more than 5% by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

(d) Assessments may be charged only upon Lots containing occupied dwellings.

D. 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 Area, including fixtures and personal property related thereto, by a vote of two-thirds (2/3) of each class of Member who are voting in person or by proxy, at a meeting duly called for this purpose.

E. Notice and Quorum for Any Action Authorized Under C and D. 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 30 days nor more than 60 days in advance of the meeting, and shall state the purpose of such meeting. At the first such meeting called, the presence of Members or of proxics entitled to cast sixty percent (60%) of all the votes of each respective class of membership shall constitute a quorum for such respective class of membership. 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 60 days following the preceding meeting.

F. 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 monthly basis, provided however, that assessments may be charged for each Lot, only upon Lots containing completed dwellings, or only upon Lots containing completed dwellings constructed on a speculative basis which have been sold by the builder thereof, the choice of which shall be in the sole discretion of the Declarant. The books and records for the Association will be kept in such a manner that it is possible to determine and ascertain (1) such sums as are expended by the Association for development, improvements, maintenance and upkeep of all recreational facilities of the Association, and (ii) such sums are expended for other purposes.

G. Date of Commencement of Annual Assessments and Due Dates. The annual assessment's provided for herein shall commence as to all Lots on which they are assessed on the first day of the month following the conveyance of the Common Area. The first

annual assessment for each Lot assessed shall be adjusted according to the number of months remaining in the calendar year at the time said respective Lot is assessed. Thereafter, the Board of Directors shall fix the amount of the annual assessment against each Lot so assessed at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates 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.

H. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum, or at the highest contract rate of interest then legally collectible in Tennessee, whichever is less. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Lot(s), and interest, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. No 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. During any period in which a Member shall be in default in the payment of any assessment, regular or otherwise, levied by the Association, the voting rights and right to the use of the Common Areas or any other facilities which the Association may provide may be suspended by the Board of Directors until such assessment is paid. In the event of violation by any member of any rules or regulations established by the Board of Directors, such Member's voting and use rights may be suspended by the Board after a hearing at which the general requirements of due process shall be observed. Such hearing shall only be held by the Board (or a committee thereof) after giving such member ten (10) days prior written notice specifying such alleged violation and setting the time, place and date of the hearing. Determination of violation shall be made by a Majority vote of the Board or a committee thereof.

I. 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 or liens provided for in the preceding section. 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 became 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.

J. Exempt Property. All Property dedicated to and accepted by a local public authority and all properties owned by a charitable or non-public organization exempt from taxation by laws of the State of Tennessee shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments in any case, except as set forth in Section C and F of this Article.

K. Enforcement of Lien. For And In Consideration of the privileges, protection, mutual enjoyment and use of the Common Areas and the premises, contained herein, the receipt of which is hereby acknowledged by the Owners, and any assumption of the obligations by transferee as required hereunder, and to secure the payment of said assessments, principal, interest, and attorney fees, a lien is expressly retained by the Association on each and every Owner's Lot and Living Unit and pro rata interest in the Association (referred to in this Section 11 as "property").

And now, for the purpose of better and more effectually

securing the payment of said lien indebtedness, rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and payments thereof, as they become due, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Owner's their heirs, administrators, and assigns, hereinafter referred to as "trustors", hereby transfer and convey unto the President of the Association, hereinafter referred to as "trustee", his successors and assigns, the real estate hereinbefore described, with the appurtenances. estate, and title and interest there belonging upon the following uses and trusts:

Trustors agree to pay their pro rata share of assessments when due and further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove any liens (except a Mortgage or Deed of Trust) which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court of tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all costs and expenses of such appearance or proceedings, together with a reasonable attorney's , shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear interest at the rate of eighteen (18%) percent per annum or at the highest contract rate of interest then legally collectible in Tennessee, whichever is less, from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now if the trustors shall pay their pro rata share of assessments aforesaid when due, and pay any and all sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any payment thereof, or interest thereof, or interest thereon, is not paid promptly when due, or if, failing to pay said other sums when due, as here in provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, within thirty (30) days from date of such payment, this trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty (20) days notice by three (3) publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the court house in said county to the highest bidder for cash, at public outcry, free from the equity or statutory right of redemption, homestead, dower, spouse's elective share and all other exemptions of every kind, which are hereby expressly waived; and the said trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Association may bid at any sale under this trust conveyance. The Trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed that, in the event the trustee fails, before selling said property, as herein provided, to enter and take possession thereof upon the delivery to him by the trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the trustee as follows:

1st. To the full and complete satisfaction of the interest of the first mortgage holder, unless arrangements have been made for the assumption of the first mortgage by the subsequent purchaser.

2nd. To the payment of all costs, charges and expenses of

executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fee for advise on selling the premises, or for instituting or defending any litigation which may arise on account of execution of this conveyance or the enforcement of said lien; also the expense of such litigation.

3rd. To the payment of all taxes may be unpaid on said premises.

4th. To the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of said property, as herein authorized.

5th. The rest due, if any will be paid to the trustors, their order, representatives or assigns.

In case of the death, absence, inability, or refusal to act of said trustee at any time when action under the foregoing power and trusts may be required or for any other reason, the lawful owner and holder of said lien is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

This transfer and conveyance, and the lien for assessments payable by an Owner which is secured by the transfer and conveyance shall both be subordinate to the lien of a recorded first mortgage or deed of trust was recorded before or after this instrument, except for the amount of the proportionate share of assessments which become due and payable from and after the date on which the mortgagee or beneficiary accepts a conveyance of any interest therein (other than as security) or forecloses its mortgage of deed of trust. While the lien for assessments may be extinguished, the personal indebtedness therefor shall remain and be the personal obligation of the Owner who owned the Lot when the assessment came due. Any delinquent assessments (after lien extinguishment) may be reallocated and assessed among Lots as a common expense. This Section shall not be amended, changed, modified or rescinded to adversely affect the priority of first mortgagees or beneficiaries of record without the prior written consent of all first mortgagees or beneficiaries.

ARTICLE V

ARCHITECTURAL CONTROL

A. Approval of Plans and Specifications. No building, wall or other structure (including a detached garage) shall be commenced, to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant. After Declarant shall have conveyed title to all Lots, the architectural control shall be vested in the Board of Directors, or by architectural committee composed of three (3) or more representative appointed by the Board. In the event said Declarant, Board, or Board's designated committee, as the case may be, 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. No fence or wall of any nature may be extended toward the front or street side property line beyond the front or side wall of any residence constructed on a Lot. Prior to delivery of architectural control to the Board of Directors, Declarant may vary the established building line, in its sole discretion, where not in conflict with

applicable zoning regulations.

B. Building Materials. The exterior building material of all structures shall extend to ground level and shall be either brick, stone, brick veneer, stone veneer, stucco, stucco-like material or a combination of the same. The front side of house to be at least sixty (60%) brick. The front of any structure will be brick to grade with no block or stucco exposed. The side of any structure which faces a street (as on a corner lot) will be brick to grade with no exposed block or stucco. There will be no wood siding; only vinyl may be used where appropriate.

C. Minimum Floor Areas. All Lots

(a) The ground floor area of a one story house shall be a minimum of 1200 square feet, exclusive of the garage.

(b) The ground floor area of a one and one-half story house shall be a minimum of 900 square feet, exclusive of the garage, and the total floor area shall be a minimum of 1500 square feet, exclusive of garage.

(c) The ground floor area of a two story house shall be a minimum of 900 square feet, exclusive of the garage, and the total floor area shall be a minimum of 1600 square feet, exclusive of garage.

(d) A basement house shall be a minimum of 1300 square feet on the main level, exclusive of the garage.

(e) Finished basement areas, garage and open porches are not included in computing floor areas.

(f) All houses shall have at least a one car garage attached or a one car garage in the basement.

D. Color Schemes. Color schemes for the roofs of the houses shall be limited to black, grey or dark brown. Pastel colors may not be used on the painted surfaces of the houses (except on shutters) and other color selections shall not be offensive and should be limited to tasteful hues of earth tones.

E. Landscaping, Driveways. After the construction of a residence, an Owner shall immediately install, or cause to be installed, foundation landscaping in keeping with the character of the surrounding Lots. Each Owner shall concrete, or cause to be concreted, all aprons of drives and shall concrete the driveway on said Lot.

F. Drainage. Drainage of each Lot shall conform to the general drainage plans for the development.

G. Gas Utilities. each residence constructed on a Lot shall be required to use natural gas as the primary fuel for the heating system used to heat living spaces and the water heater used to produce hot water for said residence.

ARTICLE VI

USE RESTRICTIONS

A. Land Use. No lot shall be used except for private, single family residential purposed. No structure shall be erected, placed or altered or permitted to remain on any Lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height, which shall contain a private garage (attached or detached).

B. Setbacks. No structure shall be located on any Lot nearer to any Lot line than the maximum building setback lines

shown on the recorded plat for said respective Lot, except that bay windows and steps may project into said areas, and open porches may project into said areas to the extent allowed by the Planning Commission of the Metropolitan Government of Nashville and davidson County, Tennessee, Provided however, that no building shall be located closer than five (5) feet to the side yard on any Lot unless approved in writing by the Declarant.

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

D. Use of Other Structures and Vehicles.

(a) No structure of a temporary character shall be permitted on any Lot except temporary tool sheds, field offices, or field sales offices, used by a builder or Declarant, which shall be removed when construction or development is completed.

(b) No outbuilding, trailer, basement, tent, shack, garage, barn or structure other than the main residence erected on a Lot shall at any time be used as a residence, temporarily or permanently.

(c) No trailer, truck, commercial vehicle camper trailer, camping vehicle or boat shall be parked or kept on any Lot closer to the street than the frontmost portion of the residence constructed on the Lot and shall be adequately screened from view from the street. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any Lot (except in the garage) or on any street. No trailer, boat, truck or other vehicle, except an automobile, shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours in any one month.

E. Dish Antenna. No dish antennas or satellite antennas shall be erected or placed on any lot. Dishes 24' or less permitted if not visible from street.

F. Animals. No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that not more than two (2) dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept, provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the Lot occupied by the Owner of such pet.

G. Clothes Lines. No outside clothes lines shall be erected or places on any lot.

H. Business; Home Occupations. No trade or business of any kind shall be conducted on any Lot, or on the Common Area, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Exempted from this provision are offices in the home provided that traffic and parking by visitors and clients shall not become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof or of Article VIII, a new house may be used by the builder thereof as a model home for display or for the builder's own office, provided said use terminates within two (2) years from the completion of the house.

I. Signs. No sign for advertising or for any other purpose shall be displayed on any Lot or on any building or a structure on any Lot, except on e sign for advertising the sale or rent thereof, which shall not be greater in area than nine (9) square feet; provided, however, that Declarant shall have the right to erect larger signs when advertising the development. This restriction on shall not prohibit placement of occupant name signs and Lot numbers as allowed by applicable zoning regulations.

J. Disposal of Trash. No lot shall be sued or maintained as a dumping ground for rubbish, trash, or garbage. Trash or garbage or other waste shall not be kept except in sanitary conditions. Incinerators for garbage, trash or other refuse shall not be used nor permitted to be erected or place on any Lot.

K. Drains. No storm water drains, roof downspouts, or ground water shall be introduced into the sanitary sewage system. Connections on each Lot shall be made with watertight joints in accordance with all applicable plumbing code requirements.

L. Oil and Mining Operation. No oil drilling, oil development, operations, oil refining, quarrying or mining operations of any kind shall be permitted upon, in or under any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon, in or under any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

M. Lawful Use. No immoral, improper offensive, or unlawful use shall be made of the Common Area, Lots or Living Units, nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed.

N. Alteration. Nothing shall be altered or constructed in or removed from the Common Area except upon the written consent of the Association.

O. Rules for Common Areas. The Association is authorized to adopt rules for the use of the Common Area and such rules shall be furnished in writing to the Owners. There will be no violation of these rules.

P. Repair of Vehicles. No vehicles of any type shall be permanently or semi-permanently parked on the streets within the development, on any Lot or in the Common Area for purposes of accomplishing repairs thereto, or the reconstruction thereof except as permitted by the rules and regulations adopted 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.

Q. Solar Panels. The use of solar panels on any structure on a Lot or on the Lot itself shall be permitted only if said solar panels are not visible from the street in front of said structure.

R. Fences. Only wood privacy or decorative fences shall be permitted. No fence shall be closer to the street than the rear corner of the house. Fences on corner lots shall be at least twenty (20) feet from the side street. Chain link fences are not permitted.

S. Swimming Pools. Swimming pools will be permitted but must be located in the rear of the house and must be fenced. Pools must be constructed and located so that they do not constitute a nuisance.

ARTICLE VII

INSURANCE

A. Casualty Insurance on Insurable Area. The Association shall keep all insurable improvements and fixtures of the Common Area insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area 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.

B. 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 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 Owner.

C. Annual Review of Policies. 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 to or replacement of the property which may have been damaged or destroyed.

D. Notice to First Mortgagees. In the event substantial damage to or destruction of the Common Elements, the institutional holder of any first deed of trust or mortgage on a Unit will be entitled to timely written notice of any such damage or destruction, if such notification has been requested by said holder of a first mortgagee or deed of trust.

E. Liability Insurance. The Board shall also have the authority to and shall obtain comprehensive public liability insurance in such amounts as it deems desirable, and workmen's compensation insurance and other liability insurance as it deems desirable, insuring each Unit Owner, mortgagee of record, if any, the Association, its officers, directors, Board and employees, the Declarant, and the Managing Agent, if any, from liability in connection with the Common Elements. The premiums for such insurance shall be a common expense. However, at the option of the Board, and upon written notice to all Unit Owners, premiums for such insurance shall be separately billed to each Unit Owner for his corresponding percentage of ownership in the Common Elements.

ARTICLES VIII

EXTERIOR MAINTENANCE

It shall be the duty of each Owner to keep the grass on his Lot properly cut, to keep the Lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Should any Owner fail to do so, then in addition to maintenance upon the Common Area, the Association, upon written approval by a majority of the Board, shall be authorized to perform exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. In addition, upon the failure of any Owner to comply with any condition or requirement of Article V or Article VI, for actions or failure to act arising prior to vesting or architectural control in the Board of Directors, the Declarant may take such action as is necessary to comply therewith, and the Owner on demand shall reimburse Declarant for the expense incurred in so doing. For action of failure to act arising after architectural control is turned over to the Board of Directors by the Declarant, as set forth in Article V, all such enforcement provisions shall be vested in the Board of Directors who may, by a majority vote, authorize work to remedy the non-complying conditions and add the cost of such work to the assessment to which the subject Lot is subject.

ARTICLE IX

EASEMENTS

A. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no planting or other material shall be placed or permitted to remain which amy interfere with the installation and maintenance of utilities, or which may change the direction or flows of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

B. Common open space and public facilities. Any common open space established by an adopted final master development plan for planned unit development shall be subject to the following:

(a) The metropolitan planning commission and the metropolitan county council may require that the landowner provide for and establish and organization for the ownership and maintenance of any common open space, and such organization shall not be dissolved nor shall it dispose of any common open space, by sale or otherwise (except to an organization conceived and established to own and maintain the common open space), without first offering to dedicate the same to the metropolitan government of Nashville and Davidson County and the said dedication be approved by the metropolitan planning commission. However, the conditions of any transfer shall conform to the adopted final master development plan.

(b) In the event that the organization established to own and maintain common open space, or any successor organization, shall at any time after the establishment of the planned unit development fail to maintain the common open space in reasonable order and a condition in accordance with the adopted master development plan. The zoning administrator may serve written notice upon such organization and/or the owners or residents of the planned unit development and hold a public hearing. After thirty (30) days when deficiencies of maintenance are not corrected, the zoning administrator shall call upon any public or private agency to maintain the common open space for a period of one year. When the zoning administrator determines that the organization is not prepared for the maintenance for the common open space such agency shall continue maintenance for yearly periods.

(c) The cost of such maintenance by such agency shall be assessed proportionally against the properties within the planned unit development that have a right of enjoyment of the common open space, and shall become a lien on said properties.

ARTICLE X

OBLIGATION TO CONSTRUCT OR RECONVEY

Each Owner, other than Declarant of Builder, shall within twelve (12) months after the date of conveyance of a Lot without a dwelling thereon, commence in good faith the construction of a single family dwelling, approved according to Article V, upon each Lot conveyed; provided, that should said construction not commence within the specified period of time. Declarant may elect, but shall not be obligated, to repurchase any and all Lots on which construction has not so commenced for ninety (90%) percent of the agreed purchase price of said Lot or Lots, in which event the Owner shall immediately reconvey and deliver possession of said Lot or Lots to Declarant by deed of special warranty.

ARTICLE XI

GENERAL PROVISIONS

A. Enforcement. The Association, The Declarant, or any 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, the Declarant or any 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. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provision, which shall remain in full force and effect.

C. Amendment. Unless canceled, altered, or amended under the provisions of this Article, 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 of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety (90%) percent of the Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements as herein provided, or affect any lien for the payment thereof established herein. Any amendment must be recorded.

D. Non-Liability of the Directors, Board and Officers. Neither the Directors, Board, the officers of the Association, nor the Declarant shall be personally liable to the Owners for any mistake of judgment or for any other act or omission of any nature whatsoever as such Directors, Board, officers, or Declarant, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. The Owners shall indemnify and hold harmless each of the Directors, Board officers, or Declarant and their respective heirs, executors, administrators, successors and assigns in accordance with By-Laws.

E. Board's Determination Binding. In the event of any dispute or disagreement between any Owners relating to the Property, or any questions of interpretation or application of the provisions of this Declaration or the By-Laws, the determination thereof by the Board shall be final and binding on each and all such Owners.

F. Notices. Notices provided for in this Declaration or the By-Laws shall be in writing, and shall be addressed to the President of the Association or to the Board, at the Declarant's or Association's address, or any Owner, as the case may be, at the Owner's address in the development, or at such other address as is hereinafter provided. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Owners. Any Owner may designate a different address for notices to him (other than to his or her Lot) by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, or when delivered in person upon written acknowledgment of the receipt thereof.

Upon written request to the Board, the holder of any recorded mortgage or deed of trust encumbering any Lot shall be given a copy of all notices permitted or required by this Declaration to be given to the Owner or Owners whose Lot is subject to such mortgage or deed of trust.

Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot number

or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the project; or

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

G. Transfer of a Lot-Notice to Association.

(a) Unrestricted Transfers. An Owner may, without restriction under this Declaration, sell, give, devise, lease or otherwise transfer his Lot, or any interest therein, to any person.

(b) Notice to Association of Certain Transfers. Whenever an Owner shall propose to sell his Lot, or any interest therein, said Owner shall give the Association notice of the transfer.

H. Rights and Obligations. Each grantee of the Declarant, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdictions, rights and powers created or reserved by this Declaration. All future Owners and occupants shall be subject to and shall comply with the provisions of this Declaration. Any restrictions or rules in the By-Laws which are more than administrative in nature, such as, but not limited to, reservations of future rights of the Declarant, are hereby incorporated into and made a part of this Declaration by reference. All rights, benefits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land, and shall insure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

All present and future Owners, tenants and occupants of a Lot shall be subject to, and shall comply with, the provisions of the By-Laws referred to herein, as they amy be amended from time to time. The acceptance of a deed of conveyance or of a lease to a Lot, or the entering into occupancy of any Lot, shall constitute an agreement that the provisions of the said By-Laws and any rules and regulations promulgated thereunder, as they may be amended from time to time, are assumed, accepted and ratified by such Owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Lot, asthough such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

The terms and conditions of the Declaration, By-Laws, and rules and regulations may be incorporated by reference in, and become part of, the agreement between any first mortgagee and any present and future Owner who enters into such an agreement with a first mortgagee. When so incorporated, any default in the terms and conditions of the Declaration, By-Laws and rules and regulations may be considered as a default by the first mortgagee, where upon said first mortgagee, after exercising its option to declare a default, shall then have all of the rights and privileges arising as a result of a default under its agreement with said Owner.

I. Annexation of Additional Properties Requires FHA Approval. Annexation of additional properties, dedication of common areas and amendments of this declaration of covenants, conditions and restrictions require HUD/VA prior approval as long as there is a Class B Membership.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 6th day of May 1997.

Larry Powell Builders, Inc.

By: _____
Larry Powell, President

STATE OF TENNESSEE; COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Larry Powell, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon his oath acknowledged him(her)self to be the President of the within named bargainor, and corporation, and that he/she as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Larry Powell as such President.

Witness my hand and official seal at Nashville, Tennessee on this the 6th day of May, 1997.

My Commission Expires: 5/24/97 _____
Notary Public

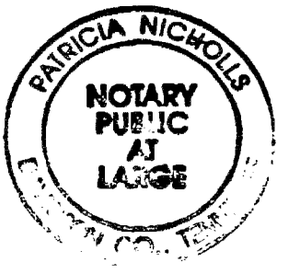


EXHIBIT "A"

(The Property)

That real property on the Plat of Brookside Woods, Section One, of record in Plat Book 9700, Page 397, Register's Office for Davidson County, Tennessee.

That real property on the Plat of Brookside Woods, Section Two, of record in Plat Book 9700, Page 398, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

(Common Area)

That area Section One as "Open Space" or "Common Area" on the Brookside Woods, Section One of record in Plat Book 9700, Page 397, Register's Office for Davidson County, Tennessee.

That area Section Two as "Open Space" or "Common Area" on the Brookside Woods, Section Two of record in Plat Book 9700, Page 398, Register's Office for Davidson County, Tennessee.

EXHIBIT "C"

BY-LAWS
OF
BROOKSIDE WOODS HOMEOWNERS ASSOCIATION

BY-LAWS
OF
BROOKSIDE WOODS HOMEOWNERS ASSOCIATION

ARTICLE I
DEFINITIONS

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

Section 1. "Association" shall mean Brookside Woods Homeowners Association, a Tennessee not-for-profit corporation, its successors and assigns, which has as its members all owners of Lots in the Property. "Charter" shall mean the Articles of Incorporation of the Association as filed with the Office of the Secretary of State for Tennessee.

Section 2. "Board of Directors" shall mean the Board of Directors of the Association as described in Article IV hereof.

Section 3. "Declaration" shall mean the instrument headed "Declaration of Covenants, Conditions and Restrictions" recorded simultaneously herewith in the Register's Office for Davidson County, Tennessee, as hereafter amended.

Section 4. "Developer" shall have the meaning given it in the Declaration.

Section 5. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.

Section 6. "Common Area" shall have the meaning given it in the Declaration.

Section 7. "Lot" shall have the meaning given it in the Declaration.

Section 8. "Lot Owner" shall have the meaning given it in the Declaration.

Section 9. "Plat" shall have the meaning given it in the Declaration.

Section 10. "Property" shall have the meaning given it in the Declaration.

ARTICLE II
NAME AND LOCATION

The name of the Association is Brookside Woods Homeowners Association. The principal office of the Association shall be located at 4828 Old Hickory Blvd, Hermitage, TN 37076, meetings of 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.

ARTICLE II
MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held within fifteen days of the anniversary of the first regular annual meeting each year thereafter, at the hour of 7:30 O'clock P.M. If the day for 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 (1/4) 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 at the meeting, 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, forty percent (40%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Charter, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at the meeting shall have power to adjourn the meeting from time to time, without notice other than 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 Lot.

ARTICLE IV
BOARD OF DIRECTORS

Section 1. Number. The affairs of the Association shall be managed by a Board of Directors. The initial Board of Directors of the Association shall consist of three (3) persons, who need not be Members of the Association, who shall be appointed by the Developer and who shall serve until the first annual meeting of the Members. From the first annual meeting of the Members and thereafter, the Board of Directors shall consist of seven (7) directors who need not be Members of the Association.

Section 2. Term of Office. At the first annual meeting, the Members shall elect three directors for a term of one year, two directors for a term of two years and two directors for a term of three years. Thereafter, at each annual meeting the Members shall elect directors for a term of three years for the vacancies that are to be filled.

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, or in the case of the initial Board, by the Developer. In the event of death, resignation or removal of the director, his successor shall be selected by the remaining Members of the Board, or in the case of the initial Board, by the Developer, and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation from any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his 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 be the same effect as though taken at a meeting of the directors.

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nomination 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 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 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may case, 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.

ARTICLE VI
MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at intervals established by the Board 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. The Board shall meet at least monthly for the first year and thereafter at least quarterly.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. 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.

ARTICLE VII
POWERS AND DUTIES

Section 1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area 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 of the 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 Bylaws, the Charter or the Declaration;

(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.

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

Section 2. 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 (1/4) 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) Fix 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 every Lot Owner 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 due date or to bring an action at law against the Lot Owner 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 any assessment has been paid. A reasonable charge may be made by the Board 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, hazard, and other insurance on property owned by the Association.

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as required by the Declaration;

(g) Cause the Common Area to be maintained.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this 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 the 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 by 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 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. Duties. The duties of the officers are as follows:

(a) President. 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) Vice President. The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the Members; service notice of meetings of the Board and of the Members; deep 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) Treasurer. 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's 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.

ARTICLE IV
COMMITTEES

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

ARTICLE X
BOOKS AND RECORDS

The books, records, papers of the Association and the Declaration, Charter and Bylaws shall be available for inspection by any Member or to the holder, guarantor or insurer of any first mortgage at the principal office of the Association, during normal business hours where copies may be purchased at reasonable cost.

ARTICLE XI
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 be subject to a late charge in an amount established by the Board of Directors and shall bear interest from the date of delinquency 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 foreclose the lien against the Lot, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area of abandonment of his Lot.

ARTICLE XII
AMENDMENTS

Section 1. These Bylaws 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, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Charter and these Bylaws, the Charter shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIII
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we being all of the directors of Brookside Woods Homeowners Association, have hereunto set our hands this 6th day of May, 1997.

CERTIFICATE BOOK 10444 PG 240

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of Brookside Woods Homeowner's Association, a Tennessee not-for-profit corporation, and,

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 15th day of April, 1997.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 6th day of May, 1997.

Carolyn S. Flexugar
Secretary

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PICK-UP

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