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AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR BELLE PARK AT CHEEKWOOD

(Formerly Jardin de Belle)

THIS AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BELLE PARK AT CHEEKWOOD (the "Declaration") is executed and effective this the 15th day of October, 2007, by W. HUGH NELSON BUILDERS, LLC and DEER CREEK CONSTRUCTION, INC., jointly (collectively the "Declarant").

WITNESSETH:

WHEREAS, the original owner and initial developer, Jardin de Belle Development, LLC ("Developer"), of the Development Property (as defined herein below) previously established and recorded the Declaration of Protective Covenants, Conditions, and Restrictions for Jardin De Belle (the "Original Declaration") of record in the Register's Office for Davidson County, Tennessee at Instrument Number 20050819-0099255 on August 19, 2005, as amended by the First Amendment to Declaration of Protective Covenants, Conditions, and Restrictions for Jardin De Belle ("First Amendment") of record in the Register's Office for Davidson County, Tennessee at Instrument Number 20070824-0101907 on August 24, 2007;

WHEREAS, by way of the First Amendment and pursuant to the Article XI, Paragraph 2 of the Original Declaration, Developer assigned all of Developer's rights, duties, obligations, liabilities and any other responsibilities of Developer under the Original Declaration to W. Hugh Nelson Builders, LLC and Deer Creek Construction, Inc., jointly (collectively the "Declarant");

WHEREAS, pursuant to the Article XI, Paragraph 2 of the Original Declaration, Declarant desires to amend and restate the Original Declaration in its entirety;

WHEREAS, Declarant desires to provide for the protection and preservation of the values, desirability and character of the Development Property;

WHEREAS, Declarant desires to provide a system of administration, operation and maintenance of the Common Areas and easements of the Development Property;

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

NOW, THEREFORE, Declarant hereby amends and restates the Original Covenants in their entirety as follows:

ARTICLE I. DEFINITIONS

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

1. "Annual Assessments" shall mean and refer to the regular yearly assessments described in this Declaration.

2. "Association" shall mean and refer to the BELLE PARK OWNERS' ASSOCIATION, INC. (formerly known as Jardin de Belle Owners' Association, Inc.), a non-profit corporation organized or to be organized and existing under the laws of the State of Tennessee, its successors and assigns.

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

4. "Builder" shall mean and refer to any Person who is in the business of constructing single family residences and who acquires any Lot within the Development Property for the purpose of constructing residential improvements thereon for sale to a third party customer of the Builder.

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

6. "Common Areas" shall mean and refer to all facilities on or within the Development Property owned by and/or reserved for maintenance by the Association, including all "Sign Easements" as may be designated by the Declarant; any "Open Space," as designated on any current and future Plat concerning any portion of the Development Property; any "Landscape Easements" shown on any current and future Plat concerning

any portion of the Development Property; all gates; all streets as shown on any current and future Plat, which shall be easements running with the land for the benefit of all Owners; and all surface water detention facilities as shown on any current and future Plat. All Common Areas shall be maintained and landscaped by the Association and shall be reserved for the non-exclusive use, benefit and enjoyment of the Owners and their family members, invitees, agents and servants, subject to the conditions, restrictions and limitations imposed by this Declaration.

7. "Declarant" shall mean and refer to W. Hugh Nelson Builders, LLC and Deer Creek Construction, Inc., jointly having their principal places of business located at 9545 Hampton Reserve Drive, Brentwood, Tennessee 37027 and 414 Bridge Street, Franklin, Tennessee 37064, respectively, together with Declarant's designated successors and assigns.

8. "Declaration" shall mean and refer to this AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR BELLE PARK AT CHEEKWOOD applicable to the Development Property and all subsections thereof and recorded in the Register's office for Davidson County, Tennessee.

9. "Delinquency Interest Rate" shall mean an annual interest rate established by the Board from time to time; provided, however, in no event shall the Delinquency Interest Rate exceed the maximum contract rate of interest allowed to be charged under applicable law as amended from time to time.

10. "Development Period" shall mean and refer to the period commencing upon the date hereof and ending on the earlier of the following dates: (a) on the date that one hundred percent of the Lots have been conveyed to an initial purchaser other than the Delcarant; or (b) on any such earlier date as the Declarant, in its sole discretion, elects to terminate the Development Period by calling the First Annual Meeting as provided herein.

11. "Development Property" shall mean and refer to the subdivided real property as platted on Exhibit A attached hereto and made a part hereof.

12. "Impositions" shall mean and refer to any Annual Assessments, Special Assessments or any other charges by the Association against one or more Lots owned by an Owner, including reasonable attorney's fees and costs incurred in the enforcement thereof, and shall additionally include, to the extent authorized by law and the provisions hereof, interest thereon.

13. "Improvement" shall mean any infrastructure, building, building addition, outbuilding, garage, barn, running shed, detached structure, landscaping, swimming pool, recreational facility, driveway, parking area, walkway, wall, fence, mailbox, satellite dish or utility service, or such other improvement or structure constructed or located upon all or any portion of the Development Property. It is intended that the definition of "Improvement" be broad in scope and is intended to encompass any man-made alteration of the condition of any Lot or the Common Areas.

14. "Landscape Easements" shall mean and refer to any landscape easement as shown on any Plat within which the Association shall have the right to create and maintain decorative landscaping, irrigation systems and trees for the Development Property. The Landscape Easements shall be improved and maintained by the Association subject to the conditions, restrictions and limitations imposed by this Declaration.

15. "Lot" shall mean and refer to any plot of land within the Development Property permitted to be used for single-family residential purposes and so designated on the Plat by a Lot number described on Exhibit A.

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

17. "Member" shall mean and refer to any person, persons or entity that shall be an Owner, and as such, shall be a Member of the Association.

18. "Mortgage" shall mean and refer to any a first priority mortgage encumbering a Lot held by a Mortgagee.

19. "Mortgagee" shall mean and refer to any bank, mortgage banker, savings and loan association or other financial institution or pension fund, which is in the business of making mortgages to unaffiliated customers and which is the record holder of a recorded first priority Mortgage encumbering one or more Lots or property within the Development, which is not affiliated with the Lot Owner and which has given written notice of its Mortgage to the Association.

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

21. "Person" shall mean and refer to a natural person, as well as a corporation, partnership, firm, association, trust or other legal entity. The use of the masculine pronoun shall include neuter and feminine references as applicable, and the use of the singular shall include the plural where the context so requires.

22. "Plans" shall mean the detailed plans prepared for construction of any Improvement, which shall comply with the architectural control provisions of this Declaration.

23. "Plat" shall mean and refer to the Plat described on Exhibit A, as the same may be amended or supplemented from time to time.

24. "Record" or "Recording" shall mean and refer to the recording of an instrument in the Register's Office for DAVIDSON COUNTY, Tennessee

25. "Rules and Regulations" shall mean and refer to the rules and regulations concerning the use of the Lots and Common Areas, as adopted from time to time by the Board in accordance with this Declaration and By-Laws.

26. "Special Assessments" shall mean additional assessments of Owners made from time to time by the Board pursuant to this Declaration.

27. "Supplemental Instrument" shall mean and refer to any amendment to the Declaration whereby Declarant submits additional property to the terms of the Declaration or otherwise amends the Declaration as provided herein.

28. "Vote" shall mean the vote in the affairs of the Association to which each Member is entitled.

ARTICLE II. PROPERTY SUBJECT TO DECLARATION

1. Property Subject to Declaration. The property that is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in DAVIDSON COUNTY, Tennessee and is more particularly described and shown on Exhibit A. The Development Property is subject to the provisions of this Declaration. The covenants and restrictions contained herein constitute covenants running with the land and shall be binding upon and shall inure to the benefit of all parties now owning or hereafter having or acquiring any right, title, or interest in any Lots or any portion of the Development Property. Every Person hereafter acquiring a Lot or any portion of the Development Property, by acceptance of a deed thereto, shall accept such interest subject to the terms and conditions of this Declaration, and by acceptance of same shall be deemed to have consented to and be bound by the terms, conditions and covenants of this Declaration.

2. Acceptance of Development. By the acceptance of a deed to a Lot, any purchaser of a Lot shall be deemed to have accepted and approved the entire plans for the Development Property and all Improvements constructed by that date including, without limitation, the utilities, drains, roads, landscaping, fences, entrance, decorative masonry, and all other improvements as designated on the Plat. Such purchaser agrees that all Improvements constructed after the date of purchase that are consistent with such Development plans and are of the same quality as the then existing Improvements shall be deemed accepted and approved by such purchaser.

ARTICLE III. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

1. Owners' Association. There has been formed an Association having the name "BELLE PARK OWNERS' ASSOCIATION, INC." (formerly known as Jardin de Belle Owners' Association, Inc.), a Tennessee non-profit corporation, which shall be the governing body for all Owners and shall be operated to provide for the maintenance, repair, replacement, administration, operation and care of the Development Property as provided in this Declaration and the By-Laws. The By-Laws for the Association shall be the

Amended and Restated By-Laws (the "By-Laws") attached to this Declaration as Exhibit B and made a part hereof. The Charter for the Association is attached hereto as Exhibit C. The Board shall be elected and serve in accordance with the provisions of the By-Laws. The fiscal year of the Association shall be determined by the Board and may be changed from time to time as the Board deems advisable. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be for the sole benefit of the Owners, and all funds received by the Association shall be held and applied by it for the use and benefit of the Owners in accordance with the provisions of this Declaration and the By-Laws.

2. Members. Every Owner shall be a Member of the Association. Membership in the Association is appurtenant to and may not be separated from ownership of any Lot. Owner's membership in the Association shall automatically terminate when he ceases to be an Owner. Upon the conveyance or transfer of an Owner's ownership interest to a new Owner, the new Owner shall simultaneously succeed to the former Owner's membership in the Association.

3. Voting. The voting rights of the Members shall be appurtenant to their ownership of Lots. Each Member shall be entitled to cast a single vote for each Lot owned by such Member. When two or more persons hold an interest (other than a leasehold or security interest) in a Lot, all such Persons shall be Members, but the Vote attributable to such Lot shall be exercised by one of such Persons as proxy and nominee for all such Members and in no event shall more than one (1) Member be entitled to cast the Vote attributable to such Lot. Furthermore, neither the Declarant nor any other person or individual dealing with the Development Property shall have any duty to inquire as to the authorization of the Member casting the Vote for a Lot, but shall be entitled to rely upon the evidence of voting as conclusive evidence of such Member's authority to cast the Vote for such Lot.

4. Voting Rights. Any Member, who is delinquent in the payment of any Imposition or other charge duly levied by the Association against a Lot or Lots owned by such Member, shall not be entitled to Vote until all such Impositions and charges, together with reasonable penalties, interest and costs of collection, as the Board may impose or incur, have been paid to the Association. In addition, the Board may after a hearing at which the general requirements of due process are observed, suspend the right of such Member to use the Common Areas or any other facilities or services that the Association may provide until such delinquency is cured. Such hearing shall be held only after giving such Member not less than ten (10) days prior written notice specifying the alleged violation and setting the time, place and date of such hearing. The forgoing rights of the Board shall be in addition to all other rights set forth herein or available at law or in equity with respect to a failure to pay Impositions.

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

6. First Annual Meeting. The first regular annual meeting of the Members ("First Annual Meeting") for the election of Directors by the Members and such other business as shall come before the Members shall be held on a date to be selected by the Board following the expiration of the Development Period. Until the First Annual Meeting of the Members, the members of the Board shall be appointed by the Declarant or the Declarant shall act as and on behalf of the Board.

7. Management of Property. The Declarant during the Development Period and thereafter the Board shall have the authority to engage the services of an agent (herein sometimes referred to as the "Managing Agent") to manage, administer and see to the efficient operation of the Development Property, or any part thereof, to the extent deemed advisable by the Declarant during the Development Period and thereafter the Board and to manage the affairs of the Association. The Managing Agent shall be required to have fidelity bond coverage on its employees handling Association funds, and the cost of such services shall be incurred by the Association.

8. Landscape Maintenance. Following the installation of approved landscaping on any Lot, each Lot owner shall be responsible for all care, routine maintenance and replacement of such landscaping and all costs related thereto. The Declarant during the Development Period and thereafter the Board shall have the authority to engage the services of one exclusive landscaping company (the "Exclusive Landscaper") for all routine landscaping maintenance needs of the Development Property and all Lots therein contained, such as lawn mowing, mulching, hedging and limb / leaf removal. All costs incurred in connection with the services furnished by the Exclusive Landscaper are to be charged to the Association.

9. Non-Liability of Declarant, Board and Officers. To the extent permitted by law, neither the Declarant, the Board or officers of the Association shall be personally liable to Owners or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Declarant, Board member or officer, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. Owners and the Association shall indemnify and hold harmless the Declarant, the Board and the officers and their respective heirs, executors, administrators, successors and assigns.

10. Binding Determination. In the event of any dispute or disagreement between any Owners relating to the Development Property, the use, right to use or maintenance of any Common Area, or any other questions of interpretation or application of the provisions of this Declaration, the By-Laws or any Rule or Regulation, the determination thereof by the Declarant during the Development Period and thereafter the Board shall be final and binding on each and all Owners.

ARTICLE IV. ASSESSMENTS

1. Annual Assessments. The Board shall have the power and authority to levy Annual Assessments against all Members. Annual Assessments shall be used to provide funds for such purposes as the Board shall determine to be for the benefit of the

Development Property including, without limitation, the improvement, maintenance, operation and security of the Common Areas and Landscape Easements; payment of taxes; payment of insurance premiums for hazard insurance for Improvements in the Common Areas and Landscape Easements and liability insurance protecting Owners and Directors; payment of utility bills incurred with respect to Common Areas (including water for sprinkler systems and electricity for decorative lighting); payment of reasonable costs to provide attractive seasonal landscaping of the Common Areas, maintenance of the entrance(s), streets, sidewalks, repairs, replacements and additions that may be necessary to the Common Areas; and the cost of labor, equipment, materials, management and supervision thereof. The Board shall have the right, but not the obligation, to use Annual Assessments to provide supplemental landscaping and maintenance within Lots as well as garbage and trash collection and disposal, if needed, to supplement that which is provided by public authority. The Board shall fix the amount of Annual Assessment each year by preparing an annual budget for the services to be provided by the Association in the coming year and allocating said amount equally among the Lots.

2. Reserve Fund. An adequate reserve fund for the maintenance, repair and replacement of items to be maintained, repaired or replaced by the Association pursuant to this Declaration and the By-Laws shall be established by the Board and funded by the Annual Assessment.

3. Special Assessments. In addition to the Annual Assessments authorized herein, the Board may levy a Special Assessment applicable to a particular year. Special Assessments shall be due and payable on the date set by the resolution authorizing the Special Assessment.

4. Exempt Property. The Impositions and liens created under this Article shall not apply to the Common Areas or to Lots owned by the Declarant during the Development Period so long as the Declarant has elected to make contributions pursuant to option (a) as set forth in the following paragraph. All property within the Development Property that is dedicated to and accepted by a local public authority, that is granted to or used by a utility company, or is designated as part of the Common Areas shall be exempt from such Impositions.

5. Developer Responsibility. Pending the termination of the Development Period, to the extent that the Association is unable to pay all costs of maintaining the Common Elements and administering the Association, Declarant may elect either: (a) loan monies to the Association on an interest free basis to fund any such deficits; or (b) to have Lots owned by Declarant assessed in the same manner as the Lots that have been sold to purchasers other than the Declarant. After the termination of the Development Period, Lots owned by Declarant shall be assessed in the same manner as the Lots that have been sold to purchasers other than the Declarant, and the obligation of the Declarant to fund any deficit in the operations of the Association thereafter accruing shall terminate and be of no further force and effect. In the event Declarant expends any of its own funds for the repair, replacement or maintenance of any of the Common Areas, Declarant shall be entitled to reimbursement from the Association or a credit for such sums against any

Imposition Declarant might be required to pay by virtue of being a Lot Owner. Declarant will not be obligated to pay any operating fund deficiencies that are due to non-payment of Impositions by Owners other than the Declarant, and nothing contained in this paragraph shall be deemed to relieve or release any Owner from the obligation of that Owner to pay that Owner's share of any Imposition. The obligation of the Declarant to fund any deficit provided for herein may be satisfied in the form of a cash substitute or by "in kind" contribution of materials and substances or a combination thereof. All "in kind" contributions of services and materials shall be valued at the reasonable market value of such service or materials.

6. Working Capital Fund. Every initial Lot Owner shall pay a working capital fund assessment of FIVE HUNDRED Dollars ($500.00) to the Association at the closing of the sale of the Lot by Declarant to such initial Lot Owner, and such initial Lot Owner shall also pay at this initial closing a management set up fee of ONE HUNDRED, FIFTY Dollars ($150.00) to the Managing Agent of Association as may be reasonably increased from time to time. The amounts paid to the working capital and for the management set up fee by each initial Lot Owner shall not be considered as advance payment of any Assessment, Imposition or other duly levied charges. The working capital fund shall be held and disbursed for the following purposes in the order of priority:

a. To fund costs of maintenance of the Common Areas and administration of the Association that cannot be funded by Assessments.

b. To reimburse the Declarant for all amounts loaned by Declarant to the Association to fund any operating deficits.

c. To assure that the Association will have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Board.

7. Lot Transfer Fee. A Lot transfer fee in the amount of ONE HUNDRED, FIFTY Dollars ($150.00), as may be reasonably increased from time to time by the Managing Agent for the Association, shall be paid to the Managing Agent for the Association by each subsequent purchaser or new Owner of any Lot upon any sale or transfer of any Lot, except transfers by deed in lieu of foreclosure or transfers by foreclosure.

8. Commencement and Payment of Assessments. Each Lot Owner, by acceptance of a deed therefore, is deemed to covenant and shall pay Assessments (Annual and/or Special), Impositions and any other duly levied charge related to such Lot commencing upon such conveyance. The Board shall set the time and manner by which Assessments (Annual and/or Special), Impositions or other duly levied charges are paid. The first Annual Assessments and Special Assessment and/or Imposition, if any, shall be adjusted according to the number of months remaining in the Association's fiscal year. Written notice of Assessments (Annual and/or Special), Impositions or other duly levied charges ("Notice of Assessment") shall be sent to every Lot Owner subject thereto. All such Assessments (Annual and/or Special), Impositions or other duly levied charges are due

and payable on the FIRST (1st) day of the Association's fiscal year as set by the Board and identified in the Notice of Assessment. The Board shall have the authority to require more frequent payments of installments of Assessments (Annual and/or Special), Impositions or other duly levied charges.

9. Records of Assessments. The Association shall cause to be maintained in the office of the Association a record of all Members, their Lot(s) and the Impositions applicable thereto that shall be open to inspection by any Member. The Association shall, upon demand and payment of a reasonable charge, furnish to any Member a certificate in writing signed by an officer of the Association or by its authorized Managing Agent setting forth whether the Impositions against such Owner's Lot(s) have been paid, and if not, the amount then due and owing. Absent manifest error, such certificate shall be deemed conclusive evidence to third parties as to the status of Impositions against any Lot(s) within the Development Property.

9. Creation of Lien and Personal Obligation of Impositions. In order to secure payment of Impositions as same become due, there shall arise a continuing lien and charge against each Lot, the amount of which shall bear interest at the Delinquency Interest Rate, together with reasonable attorney's fees and costs to the extent permissible by law. Each such Imposition, together with such interest, attorney's fees and costs shall also be the personal obligation of the Person who was the Owner of the Lot at the time the Imposition became due. Such personal obligation shall not pass to successors in title unless expressly assumed by them. The lien provided for herein shall be subordinate to the lien of any Mortgage held by a Mortgagee as related to all Impositions made on such Lot having a due date on or after the date such first Mortgage is filed for record. The sale or transfer of any Lot shall not affect any Imposition lien; provided, however, the sale or transfer of any Lot that is subject to any first Mortgage pursuant to a foreclosure thereof (or under power of sale or any proceeding in lieu of foreclosure thereof) shall extinguish the lien as it relates to any such Imposition that is subordinate to such first mortgage, but not the personal obligation of any former title holder. However, the Association shall have a lien upon the proceeds from foreclosure or sale junior only to the lien of the foreclosed first Mortgage. No sale or transfer (including a foreclosure or proceeding in lieu of foreclosure) shall relieve such Lot from liability for any Imposition thereafter becoming due or from the lien thereof.

ARTICLE V. ALTERATIONS AND IMPROVEMENTS

1. Designation of Committee. The Association may have an Architectural Review Committee (the "ARC"). During the Development Period, the Declarant shall appoint the members of the ARC, who shall be subject to removal at any time by the Declarant. In the sole discretion of the Declarant, the Declarant alone may constitute the ARC and until the ARC is so appointed, all references herein to the ARC shall mean the Declarant. After termination of the Development Period, the members of the ARC shall be appointed and shall be subject to removal at any time by the Board. After termination of the Development Period, the Board alone may constitute the ARC and until the ARC is so appointed, all references herein to the ARC following the Development Period shall mean the Board.

The ARC shall designate an individual as its secretary, and all communications with the ARC shall be conducted through the secretary.

2. Function of Architectural Review Committee. No Improvement shall be erected, constructed, placed, maintained or permitted to remain on any Lot until the Plans and specifications therefor showing the nature, kind, shape, height, materials, color, location, and any other information required by the ARC have been submitted to and approved in writing by the ARC. The ARC shall determine in its sole discretion whether or not the proposed Improvement, and all features thereof, is consistent with the Design Guidelines as set forth herein below and otherwise compatible with other Improvements constructed within the Development Property. The ARC shall be the sole judge and arbiter of such consistency and compatibility. As a prerequisite to consideration for such approval, and prior to the commencement of the contemplated work, the Owner shall make the necessary submissions as required by the ARC, together with the applicable fee(s) to be charged by the ARC to defray its costs incurred in considering and acting upon any proposed Plans that may require changes to secure approval, including costs incurred in relation to an architect's review of the proposed Plans, if necessary. The ARC may refuse approval of any Plans that in its sole judgment are inconsistent with the overall purpose and aesthetic values of the Development or the architectural standards described in the Design Guidelines.

3. Design Guidelines. The ARC may, in its discretion, promulgate Design Guidelines specifying acceptable architectural styles, permissible materials and acceptable locations for the construction of all Improvements within the Development Property. All Plans for Improvements must be consistent with such Design Guidelines, which may be amended from time to time by the Declarant during the Development Period and thereafter the Board. The current Design Guidelines are set forth in the Pattern Book for the Development Property. The current Pattern Book is available for inspection at the principal office of the Association, where copies may be purchased at a reasonable cost.

4. Submission of Plans. Any Owner desiring to construct an Improvement upon any Lot shall first have detailed Plans prepared for such Improvement, which shall be prepared by a licensed architect or approved home designer acceptable to the ARC. The ARC shall review the Plans for compliance with the Design Guidelines, for their architectural and aesthetic approval and for their compatibility with the overall Development Property within the community at large. The Plans and material samples to be submitted for ARC review shall include at a minimum the following:

a. A plot plan drawn on a scale of one inch (1") equals twenty feet (20') reflecting the following information:

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

ii. The proposed location of all Improvements to be placed upon the Lot, including but not limited to detached structures such as barns, running sheds, garages, swimming pools, pool houses, guest houses, walls and/or fences; and the relationship of all such Improvements to each Lot line, front, rear and side property lines;

iii. Finished floor elevations of the first floor, garage and basement, if any, relating to all Improvements, together with all exterior color selections / schemes and building materials to be used;

iv. A landscaping plan of the entire Lot, including all driveways, sidewalks and terraces; and

v. Such other information as may be necessary or otherwise requested by the ARC to evidence compliance by the Plans with the Design Guidelines.

b. Elevation drawings of the front, sides and rear of any new structure included within the Improvements, together with the overall height of any new buildings to be constructed that is to be measured from the average grade at the front elevation; and

c. Samples of exterior materials such as brick, stone, other masonry materials, pavers, roofing material, gutter material and shutters.

5. Plan Review Fees. Together with the Plans and materials to be submitted as required herein, the Owner shall also pay to the Association for the benefit of the ARC a non-refundable Plan review fee in the amount of TWO THOUSAND, FIVE HUNDRED dollars ($2,500.00) to defray costs to be incurred in connection with the review of the submitted Plans. The ARC will not commence any review of Plans until such time as the Plan review fee has been received by the Association. To the extent the Plans or any portion thereof are resubmitted to the ARC for review and approval as required herein, other than to evidence compliance with modifications required by the ARC necessary to obtain the approval of the ARC, any such subsequent Plan submittal shall be accompanied by a non-refundable fee of TWO HUNDRED, FIFTY dollars ($250.00) to defray the expenses in the consideration of any proposed changes to or revision of the Plans for any Improvement. To the extent the expenses incurred in the consideration of any such subsequent Plan submittal exceed the non-refundable two hundred and fifty dollar fee, the Owner shall pay a reasonable fee to defray these additional expenses not to exceed FIVE HUNDRED dollars ($500.00).

6. Landscaping. At least THIRTY days prior to the completion of the construction of the initial dwelling and other Improvements, the Owner shall submit a detailed landscaping plan for approval by the ARC, which shall include the type of species, size (caliper, root size, etc.) and proposed location of all plants to be installed on the Lot. There is no additional fee for the review of the landscaping plan, which shall have a minimum budget of FIFTEEN THOUSAND dollars ($15,000.00) to be allocated toward the design costs, the purchase of sod, trees, and shrubbery, and irrigation. Landscaping of each Lot shall be completed per the landscaping plans approved by the ARC within THIRTY (30)

days of the final completion of the construction of the Improvements on the Lot and shall include all grading, trees or other shrubbery to be planted, sod of the remainder of the Lot not otherwise landscaped and irrigation. Declarant during the Development Period and thereafter the Board shall in its sole discretion extend or postpone the THIRTY (30) day period for completion of landscaping to allow for weather conditions or other special considerations.

7. Approval of Plans. The ARC shall certify its approval or disapproval of the Plans to the Owner within THIRTY (30) days of the ARC's written notice to the Owner that it has received the necessary Plans, fee and/or other requested information and/or materials. A copy of the ARC's approval will be forwarded to the Metropolitan Nashville Planning Department ("MNPD") to assist the Owner in satisfying the MNPD requirement that such ARC approval be obtained prior to the issuance of a building permit. In its sole and uncontrolled discretion, the ARC may grant or withhold its approval of the Plans. By the purchase of a Lot, every Owner shall be conclusively presumed to have consented to the exercise of discretion by the ARC. The ARC's approval of the Plans for any Improvement shall be effective for a period of SIX (6) months only; and if construction of the proposed Improvements shall not have commenced within that time period, the approval shall no longer be valid. In the event written approval is not received within THIRTY (30) days after the Plans, specifications and all requested additional information have been submitted and acknowledged as received in writing by the ARC, then the request for approval shall be deemed DENIED.

8. Construction Deposit. If the ARC approves Improvement Plans, the Owner shall make a security deposit of TWENTY-FIVE THOUSAND dollars ($25,000.00) with the Association in order to insure compliance with the Plans by the Owner his representatives and agents. Upon Owner's completion of construction, including the removal of all trash and debris from the Lot, Owner shall notify the Declarant during the Development Period and thereafter the Board of same so that the completed construction and clean-up may be inspected, confirmed and approved. Once the Declarant during the Development Period and thereafter the Board have inspected, confirmed and approved the completed construction and clean-up, the Construction Deposit shall be refunded to the Owner; provided, however, prior to the return of said Construction Deposit, the Declarant during the Development Period and thereafter the Board shall be entitled to deduct from the Construction Deposit any costs incurred by Declarant or the Association to repair any damage to the Common Area and/or other Lots or Improvements and otherwise to maintain the Common Area in a clean and orderly fashion free of mud, dirt or other debris. Further, Declarant during the Development Period and thereafter the Board shall be entitled to deduct from the Construction Deposit the full amount of any fine assessed against the Owner by the Board for non-compliance with the covenants as provided herein.

9. Construction of Improvements. If the ARC approves the Plans, the Owner shall construct the Improvement in substantial conformity with same. Actual construction shall be the responsibility of the Owner and shall commence before the expiration of the ARC's approval as provided herein above. All residences or other Improvements shall be completed within EIGHTEEN (18) months from the starting date, unless a longer or shorter

period of construction is set in writing by the Declarant during the Development Period and thereafter by the Board.

a. At all times during the construction of any residence or other Improvement on a Lot, the Declarant during the Development Period and thereafter the Board or an authorized agent thereof shall have access to the Lot for the purpose of inspection and confirmation that the construction is in substantial accordance with the Plans as approved by the ARC and in compliance with this Declaration.

b. If the construction is found not to be in substantial accordance with the Plans as approved by the ARC and/or in compliance with this Declaration, then the Declarant during the Development Period and thereafter the Board or an authorized agent thereof shall give written notice to the Owner of such non-compliance and the basis therefor. If the Lot is not brought into compliance or a satisfactory resolution is presented in writing by the Owner and accepted by the Declarant during the Development Period and thereafter the Board within FIVE (5) business days of the delivery of this written notice, then the Declarant during the Development Period and thereafter the Board shall be authorized: (i) to stop construction and all activities related thereto concerning any residence or other Improvement on a Lot until such Lot is made compliant; (ii) to assess reasonable fines related to the non-compliance; and (iii) to make the necessary corrections or to take necessary action to make the Lot compliant at the Owner's expense.

c. Upon the completion of construction of the Improvement, the Owner shall notify the ARC, which shall cause the Improvement to be inspected to insure that construction was completed in substantial accordance with the Plans. If construction has not been carried out in substantial accordance with the Plans, or if changes in the Plans have been made without the approval of the ARC; acceptance of the Improvement shall be delayed until the necessary corrections are made or the Plans, as modified, are approved.

10. Approval of Contractors. In order to minimize confusion and the complications which may result from the construction of a number of Improvements upon different Lots within the Development Property at the same time and in order to insure the maintenance of a high quality of construction, no construction shall be commenced upon a Lot until the Declarant during the Development Period and thereafter the Board has given written approval of the Owner's contractor(s); provided, however, no liability shall accrue to the Declarant or the Board on account of such approval.

11. Building Material Storage. No building materials may be stored on Lots longer than a period of NINETY (90) days before commencement of construction and not more than THIRTY (30) days after completion of construction.

12. Limited Effect of Approval of Plans. The approval by the ARC of an Owner's Plans for the construction of an Improvement upon any Lot is not intended to be an approval of the structural stability, integrity or design of a completed Improvement, the safety of any component therein, or the compliance thereof with DAVIDSON COUNTY regulatory requirements or any federal, state or local law, regulation or ordinance. This

approval by the ARC is required solely for the purpose of insuring compliance with the covenants contained herein and further to insure the harmonious and orderly architectural and aesthetic development and improvement of Lots contained within the Development Property. Notice is hereby given to any future Owner and/or occupant of any completed Improvement and all invitees and other persons who may from time to time enter or go on or about such completed Improvement that no permission or approval granted by the ARC, the Declarant or the Association with respect to the construction of any Improvement pursuant to this Declaration shall constitute or be construed as an approval of the structural stability, integrity or design of a completed Improvement, the safety of any component therein or the compliance thereof with DAVIDSON COUNTY regulatory requirements or any federal, state or local law, regulation or ordinance. As such, no liability shall accrue to the Declarant, the ARC or to the Association in the event that any such construction shall subsequently prove to be defective or not in compliance with such requirements.

13. Compliance and Penalty. Failure to comply with any provision of this Article, Declarant during the Development Period and thereafter the Board may take such action as necessary to achieve compliance therewith, including, without limitation, the assessment of fines that may be debited against the Construction Deposit. The Owner shall immediately, upon demand, reimburse Declarant or other performing party for all expenses incurred in so doing, including reasonable attorney's fees, together with allowable statutory interest. Declarant and thereafter the Association shall have a lien on that Lot and the Improvements thereon to secure the repayment of such amounts. Such lien may be enforced in the same manner and with the same priority that the lien for Assessments may be enforced.

ARTICLE VI. IMPROVEMENT RESTRICTIONS

1. Improvement Restrictions. In addition to the requirements set forth above concerning compliance with the architectural review authority of the ARC, all Owners of Lots shall comply with the Notes on the Plat, as may be amended from time to time; shall comply with all requirements set forth on the PUD documents concerning the Development Property of record in the Planning Department for Metropolitan Government of Nashville, Davidson County, Tennessee, as have been and may be amended from time to time; and shall comply with all other applicable laws, ordinances and regulations of governmental agencies (federal, state and local). In addition, the restrictions set forth in this Article shall apply to the Development Property and all Improvements thereon.

2. Combination of Lots. If one or more contiguous Lots are owned by the same Owner, they may be combined subject to compliance with applicable subdivision laws and regulations upon the consent of the Declarant during the Development Period and thereafter the Board for the purpose of placing approved Improvements thereon. Once combined, however, they shall retain their status as individual Lots for purposes of voting and Impositions. Current Lots may not be re-subdivided to create a smaller area than originally deeded to an Owner and/or as shown on the Plat.

3. Re-subdivision of Lots. No Lot shall be re-subdivided in order to create additional building sites except by Declarant. Declarant shall have the right, but not the obligation, to re-subdivide Lots by recorded plat and such lots, as re-platted, shall be subject to this Declaration as if such lots were originally included herein as Lots. Any such re-plat must comply with pertinent re-platting ordinances, statutes, regulations and requirements.

4. Setback Lines. No Improvement or any part thereof shall be located on any Lot nearer to the front line or the rear line, or nearer to the side street or side Lot line than the minimum building setback lines shown on the recorded Plat, unless a variance is received or obtained from the appropriate governmental authority. The ARC reserves the right to approve the location of Improvements upon a Lot within the setback lines and/or building areas established by the Plat, in such manner as it shall deem, in its sole discretion, to be in the best interest of the Development Property.

5. Grading and Drainage. No Owner shall excavate earth from any of the Lots for any business or commercial purpose, and no elevation changes will be permitted which could materially affect the surface grade of the Lot without the consent of the ARC, which must also approve the nature of the earthwork and the manner and methods of installation. Drainage of each Lot shall conform to the general drainage plans of Declarant for the Development Property. No storm water drain, roof down-spout or ground water shall be introduced into the sanitary sewage system.

6. Occupancy Permit. No dwelling upon any Lot may be occupied prior to the issuance of a final use and occupancy permit related to same by the proper authorities of DAVIDSON COUNTY and approval of the ARC.

7. Architectural Style. The architectural style of all dwellings shall reflect historical Charleston, South Carolina architectural style, generally exhibiting architectural proportions and detailing characteristic thereof. It is hereby recognized that architectural styles similar to or compatible with such style may be compatible and harmonized with the overall Development Property and the community at large, and the right to approve such alternatives is specifically reserved by the ARC.

8. Dwelling Size. All dwellings shall be at least two stories, and the minimum living space (floor area) square footage, excluding unfinished basement, garage, carport, open porches, patios or breezeways, shall be 3,800 square feet. To the extent any dwelling faces more than one Street, including public right-of-ways, each side facing such roadway shall be treated similarly, as if it is the facade or principal face of the structure.

9. Exterior Materials. The exterior building material of all Improvement shall extend to the ground level and at least seventy-five percent (75%) of the exterior building material (exclusive of windows) shall be either brick, stone, real stucco or other high quality material approved by the ARC in its sole discretion consistent with the style and quality of the overall Development Property, or a combination thereof. No exposed concrete block will be permitted above ground level and no vinyl will be permitted as an exterior building

material in the construction of any dwelling or other Improvement. Any chimney or flue shall be of like masonry material to the exterior building material with no metal portion of the chimney or flue extending beyond the masonry material. It is hereby recognized that other exterior building materials may be attractive and innovative, and the right to approve the use of such alternatives is specifically reserved by the ARC.

10. Roofing Material. The roof of the dwelling or other Improvement shall be constructed of or covered with slate, copper or other high quality material approved by the ARC in its sole discretion consistent with the style and quality of the overall Development Property. Solar panels are prohibited. The right to approve any other type of roofing material, such as asphalt or composition type shingles, shall be specifically reserved by the ARC.

11. Other Exterior Materials. No unpainted or unsealed wood may be used on the exterior of the dwelling without prior approval from the ARC except for decks attached to the rear of the dwelling. All windows shall be constructed of wood and all shutters shall be constructed of wood and be hinged; however, right to approve the use of alternative windows and/or shutters is specifically reserved by the ARC. Gutters and down spouts shall be of copper or other approved material.

12. Driveways, Sidewalks and Mailboxes. The ARC shall approve the location, construction, design and types of materials for all driveways, driveway entrances, sidewalks and mailboxes located upon Lots. All driveways and sidewalks upon any given Lot shall be finished with brick or stone pavers or other approved pervious, hard surface material that is compatible with the Improvements located on the Lot and the overall Development Property as specifically approved by the ARC. Concrete, stamped concrete and aggregate are prohibited, except as specifically approved by the ARC.

13. Garages. All garages and carports shall either be attached to or connected by a breezeway to the dwelling and must harmonize with the dwelling and the Development Property as a whole.

14. Swimming Pools, Therapy Pools and Spas. Outdoor swimming pools, therapy pools and spas for the use of Owners and their guests may be constructed on Lots so long as: (a) they are below ground level and of a permanent nature; (b) the location complies with the minimum setback requirements shown on the Plat; (c) all applicable laws, ordinances, rules and regulations of governmental agencies are satisfied and all necessary governmental permits are obtained by the Owner at his expense; (d) such pools and spas are completely fenced in a manner approved by the ARC; (e) the ARC has approved the design and location that shall be in the rear yard only; and (f) construction is not commenced until after the commencement of the construction of the dwelling. Notwithstanding the foregoing, hot tubs, Jacuzzis or spas may be above ground so long as same are incorporated into other improvements such as decking, gazebo or otherwise and approved by the ARC.

15. Fencing, Walls, Trees and Hedges. Location, style, type and materials of fencing or walls must be approved in writing by the Declarant during the Development Period and thereafter the ARC. No fence, wall or hedge shall be more than eight feet (8') in height with no column more than twelve feet (12') in height, unless otherwise approved. All fencing or walls located along the perimeter of the Development Property shall be of substantially the same design and materials located at the entrances of the Development Property and shall be constructed by the Owner to the extent same has not been previously constructed by the Declarant. No trees greater than nine inches (9") in diameter may be removed from a Lot without the consent of the ARC. Owners must comply with all "Tree Save" and tree replacement requirements of the local governing entities. A hedge may be planted on the front, sides and rear of a Lot but shall not cross any property lines. No fence, wall or hedge shall be allowed in any drainage easements that may exist on the Lot. Chain link, barbed wire and lattice fences are specifically prohibited. The right to approve any other type of fencing material shall be specifically reserved by the ARC.

16. Clotheslines and Lighting. No clotheslines, clothes hanging devices or the like upon any Lot shall be permitted. Outside lights at eaves and door entrances, flood lights and spot lights shall be permitted; provided, however, these lights must be adjusted so that the rays of any beam or floodlight shall not interfere with neighboring Lots. Exterior flashing lights or spot/flood lights on the exterior that shine on or into adjacent Lots shall be prohibited. Any walkway, driveway or landscape lighting shall be of low intensity. Seasonal decorative lighting shall be permitted only during the holiday season. Any lighting inconsistent with these restriction must be approved by Declarant during Development Period and thereafter the Board.

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

18. Outside Recreation Equipment. Outside recreation equipment may be placed upon any Lot so long as such equipment is not visible from any street within the Development unless the design and location is approved by the ARC prior to installation. It is understood that the ARC may, in its sole discretion without limitation, require screening with landscaping, fences or walls. For the purpose of this paragraph, outside recreation equipment shall include swings, slides, trampolines, playhouses, basketball hoops / backboards and similar equipment or structures.

19. Antennae and Flags. No transmitting or receiving equipment (antennas, dishes, etc.) in excess of EIGHTEEN INCHES (18") in diameter (or such larger size as shall be expressly authorized by the regulations of the Federal Communications Commission) for radio, television or communications may be located on the exterior of any Improvement or on the Lot without the approval of the ARC as to location and screening, if necessary. In no event, may such equipment be in the front of any Lot or be visible from the roads. No

flag poles or flag mounting structure or devise may be located on a Lot without the approval of the ARC as to location and size.

20. Temporary Structures. No trailer, camper, garage, tent, shack, barn, shed, carport or other outbuilding shall be erected, moved onto, stored or used on any Lot as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. Any detached structure must be located in the rear yard.

21. Prohibited Structures. Except for temporary use during the construction of Improvements, no house trailers, portable buildings or manufactured housing shall be permitted within the Development.

22. Detention Pond. Any detention pond or detention area, which encroaches on or lies wholly or partially within any Lot shall not be filled, disturbed or altered in any way by the Lot Owner. The visible areas of these detention ponds or detention areas will be maintained and mowed within the boundaries of same as shown on the Plat. A perpetual easement is reserved by the Declarant or any successor, assignee or appointee of the Declarant and/or the Association across any Lot to repair or maintain said pond or area.

23. Utility Services. No individual water supply or sewer system shall be permitted on any Lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority. Any such approved service shall be confined to the rear yard and any related above ground equipment screened from view. No Lot shall contain an above ground propane, gasoline or other combustible fuel tank.

24. Signs. The following restrictions shall apply to signs:

a. The Declarant shall have the right to erect and to approve the erection of reasonable and appropriate signs for its own use and the use of other parties engaged in the construction and sale of Improvements on Lots within the Development Property. The Declarant shall have the right to remove any unapproved sign, billboard, poster or advertising device that is placed on any Lot or Improvement thereon and in doing so shall not be subject to any liability for trespass or other course of action in connection therewith or arising from such removal.

b. No sign, billboard or poster of any kind of a permanent nature shall be erected, exhibited, maintained or placed upon any Lot. Temporary signs, not to exceed a maximum surface area of SIX (6) square feet, such as "For Sale" signs, shall be permitted so long as there is no more than TWO (2) signs per Lot, and no such sign shall be placed outside the Lot within any right-of-way, Common Area or Lot owned by another Person. All signs shall comply with regulations that may be adopted by the Association from time to time.

c. All Lot Owners grant to the Declarant and thereafter to the Association the right to remove all signs not in compliance with the sign restrictions and in doing so shall not be

subject to any liability or criminal action for trespass, destruction of property or other tort in connection therewith or arising from such removal.

25. Damage, Destruction or Maintenance. In the event of damage or destruction to any Improvement located on a Lot, the respective Owner thereof agrees as follows:

a. In the event of total destruction, the Owner shall promptly clear the Lot of debris and leave same in a neat and orderly condition. Within NINETY (90) days of such total destruction, the Owner must commence the reconstruction of the Improvement. Any such reconstruction shall be accomplished in conformity with the Plans and specifications of the original structure so destroyed, subject to any changes or modifications as approved by the ARC.

b. In the case of partial damage or destruction, the Owner shall promptly clear the Lot of debris and within NINETY (90) days of such partial damage or destruction, the Owner must commence the repair and/or restoration in a first class condition in accordance with the Plans and specifications of the original structure. Any change or alteration must be approved by the ARC.

c. If the correction of a maintenance or repair problem incurred on one Lot necessitates construction work or access on another Lot, the Owner shall have an easement on the property of the other Owner for the purpose of this construction. The Lot Owner performing said construction or repairs shall be responsible for the cost of restoration on any such Lot necessitated by the use of the easement thereon.

26. Compliance and Penalty. Failure to comply with any provision of this Article, Declarant during the Development Period and thereafter the Association may take such action as necessary to achieve compliance therewith. The Owner shall immediately, upon demand, reimburse Declarant or other performing party for all expenses incurred in so doing, including reasonable attorney's fees, together with allowable statutory interest. Declarant and thereafter the Association shall have a lien on that Lot and the Improvements thereon to secure the repayment of such amounts. Such lien may be enforced in the same manner and with the same priority that the lien for Assessments may be enforced.

ARTICLE VII. USE RESTRICTIONS

1. Residential Use. Each Lot shall be used only for private, single-family residential purposes consistent with this Declaration, and not otherwise. No guest house, pool house, garage, barn or other detached structure shall be used as a permanent dwelling by Persons not related to the Owner by blood or marriage or employed by the Owner for the care of such Owner's family or residence located on the Lot. The foregoing restriction shall not, however, be construed in such a manner as to prohibit an Owner from: (a) keeping his personal business or professional records or accounts; or (b) handling his personal business or professional calls or correspondence from his Lot. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said

restriction. Further, the foregoing restriction shall not preclude real estate sales offices and construction trailers from being maintained on the Development Property by or on behalf of the Declarant for purposes of construction, development and sale of the Development Property and the Lots located or to be located thereon.

2. Leases. No dwelling or other living area Improvement may rented or leased by an Owner except by a written lease. The Lessee under such lease shall be bound by and subject to all of the terms, conditions, restrictions, rights and obligations of this Declaration, By-Laws, and Rules and Regulations, which shall be expressly provided in the lease. Failure to comply with this Declaration shall be a default under such lease. No Owner may lease less than the whole of a dwelling or other living area Improvement, nor lease same for transient or hotel purposes. A copy of all such leases shall be furnished to the Board. This restriction shall not be deemed to prohibit Mortgagee who takes title to a Lot and Improvements thereon pursuant to the terms of its security instrument from leasing same for a limited period of time until the Mortgagee can find a buyer for the Lot.

3. Lot Condition and Order. Each Owner shall maintain his Lot in good condition and in good order and repair. No weeds, underbrush or other unsightly growth shall be permitted to grow or maintain upon any Lot. No refuse pile or unsightly objects shall be permitted to be placed or remain upon any Lot.

4. Garbage Disposal. Trash, garbage or other waste shall be kept in sanitary containers and shall be disposed of in a clean and sanitary manner. All equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition and shall be kept inside the garage or other designated area serving the Lot in question. No garbage cans, trash containers, recycling containers nor any other such trash receptacles shall be permitted in public view except for a TWENTY-FOUR (24) hour period surrounding the designated date and time for trash pickup as set by the provider of said services.

5. Vehicle Storage. No mobile home, bus, camper, boat, trailer, truck or vehicles having a load capacity in excess of one ton may be parked or stored on any street or in public view on or within the Development Property, except for vehicles and equipment necessary for and being used in the development, construction, repair or service of the Development Property. No commercial trucks, vans or trailers shall be parked on driveways or in streets for periods of time exceeding TWELVE (12) consecutive hours or for more than SEVENTY-TWO (72) hours in any calendar week.

6. Vehicle Service. Junk vehicles, inoperable vehicles, unlicensed vehicles not for immediate use or vehicles of any kind in disrepair, may not be kept or parked on any street or in public view on or within the Development Property. Vehicles may not be assembled or serviced on or within the Development Property or any street unless completely hidden from public view. For purposes of this subparagraph, "serviced" shall not be deemed to include the cleaning, washing or polishing of a vehicle; the changing of oil, lubricants, anti-freeze or other fluids; nor the replacing of air, oil or other filters used in the vehicle.

7. Parking and Entertainment. All Owners shall park their vehicles first, to the extent possible, in the garage for that Lot and then in the driveway. Owners shall take all steps necessary to keep garage doors closed except for such limited and reasonable periods of time which may be necessary for access and/or repair. Vehicles may not be parked on grass or yard areas, except when entertaining. No Owner shall permit any vehicle (operable or inoperable) owned by such Owner or by any person occupying his Improvements or by any guest or invitee of such Owner to remain parked on any street within the Development Property for a period of more than SEVENTY-TWO (72) consecutive hours. Any vehicle which remains parked on the street in violation of the foregoing covenant, or in violation of any other rules and regulations now or hereafter adopted by the Board, may be towed at the expense of the owner of such vehicle or the Owner of the Lot adjacent to which such vehicle was parked. Neither the Developer, the Association nor the Board shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor be guilty of any criminal act by reason of such towing. Neither the removal nor the failure of the owner of such vehicle to receive any notice of said violation shall be grounds for relief of any kind. The term "vehicle" as used herein shall include, without limitation, motorhomes, watercraft, trailers, golf carts, motorcycles, scooters, trucks, all-terrain vehicles, campers, buses and automobiles.

8. Livestock, Poultry, and Pets. No animals, livestock or poultry 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 not kept, bred or maintained for commercial purposes. At all times, when such household pet is not confined on the Lot of its owner, said pet shall be leashed or otherwise under the immediate control of the Person(s) with it. It is the responsibility of the pet owner to clean and dispose of any waste produced by the pet anywhere other than on the Lot of its owner.

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

10. Burning. No Owner shall permit or cause the escape of such quantities of dense smoke, soot, cinders, noxious acids, fumes, dust or gases as to interfere with the use and enjoyment by other Owners of their Lots. Burning of leaves or refuse shall not be permitted within the Development without approval of local governing authorities.

11. Nuisances. Each Owner shall refrain from any act or use of his Lot that could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighboring Lots. No noxious, offensive or illegal activity shall be carried out upon any Lot.

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

13. Hobbies. The pursuit of hobbies that are inherently dangerous shall be conducted only in garages and such activities must not be visible from streets, Common Areas and neighboring Lots. Activities such as the shooting of firearms, fireworks or pyrotechnic devices of any type or size and other such activities shall not be pursued or undertaken on any part of any Lot or upon the Common Areas without the consent of the Board, which may be granted in the sole discretion of the Board.

14. Recreational Activities. Recreational activities may be conducted on the portion of the Common Areas designated for such purposes on the Plat.

15. Additional Prohibited Activities. The Board may from time to time reasonably prohibit certain activities on or within the Development Property and such prohibition shall be final and binding on all Owners.

16. Rules and Regulations. The Board may establish rules and regulations governing the conduct of Owners as well as their respective families, invitees, agents, servants and contractors on the Lots or the Common Areas of the Development to assure that the conduct of such Person(s) meets an acceptable standard. Such rules and regulations shall be binding following notice of the adoption thereof to Owners.

17. Compliance and Penalty. Failure to comply with any provision of this Article, Declarant during the Development Period and thereafter the Association may take such action as necessary to achieve compliance therewith. The Owner shall immediately, upon demand, reimburse Declarant or other performing party for all expenses incurred in so doing, including reasonable attorney's fees, together with allowable statutory interest. Declarant and thereafter the Association shall have a lien on that Lot and the Improvements thereon to secure the repayment of such amounts. Such lien may be enforced in the same manner and with the same priority that the lien for Assessments may be enforced.

ARTICLE VIII. REMEDIES AND ENFORCEMENT

1. General. In the event of any violation of the provisions of this Declaration, the By-Laws or the Rules and Regulations of the Association by any Owner by his own conduct or by the conduct of any family member, guest, agent, servant or invitee of his Lot, the Association, its successors or assigns, and the Declarant shall have each and all of the rights and remedies which may be provided for in this Declaration, the By-Laws, Rules and Regulations and any right that may be available at law or in equity. The Association, its successors or assigns, and the Declarant may prosecute an action or other proceeding against such defaulting Owner and/or others for the enforcement of any right or remedy; the enforcement of any lien; for damages, injunction or specific performance; for judgment for payment of money and collection thereof; for any combination of remedies; or for any other relief available and appropriate.

2. Enforcement Costs. All expenses of the Association and the Declarant in connection with any such actions or proceedings, including court costs and reasonable attorney's fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the Delinquency Interest Rate or such other uniform lawful rate as the Board shall determine, until paid, shall be charged to, assessed against and paid by such defaulting Owner. All such expenses of the Association, if not paid, the Association shall have a lien on that Lot and the Improvements thereon to secure the repayment of such amounts. Such lien may be enforced in the same manner and with the same priority that the lien for Assessments may be enforced.

3. Violation and Non-compliance Fines. In the event of any violation of the this Declaration, the By-Laws or the Rules and Regulations of the Association by any Owner or any family member, guest, agent, tenant, servant or invitee of his Lot, the Declarant during the Development Period and thereafter the Board or an authorized agent thereof shall give written notice to the Owner of such non-compliance and the basis therefor. If the violation or non-compliance is not brought into compliance or a satisfactory resolution is presented in writing by the Owner and accepted by the Declarant during the Development Period and thereafter the Board within FIVE (5) business days of the delivery of this written notice, then the Declarant during the Development Period and thereafter the Board shall be authorized: (a) to assess reasonable fines related to the violation and/or non-compliance; and (b) to make the necessary corrections or to take necessary action to achieve compliance at the Owner's expense. In the event of multiple or continuing violations, fines may be assessed against the Owner without further notice or opportunity to cure, and the Board may make the necessary corrections or to take necessary action to achieve compliance at the Owner's expense.

4. Lot Owner. In the event of any violation of the provisions of this Declaration, the By-Laws or Rules and Regulations of the Association by the Association itself, the Board or another Owner, any Lot Owner aggrieved thereby shall have all rights and remedies provided for in this Declaration, the By-Laws or Rules and Regulations, or which may be available at law or in equity.

5. No Waiver. The failure by the Board, an Owner or the Developer to enforce any covenant or restriction or Rule and Regulation provided in or by this Declaration or the By-Laws shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE IX. EASEMENTS

1. Declarant Easements. During the Development Period, Declarant reserves an easement for ingress and egress generally across the Development Property at reasonable places thereon and across the various Lots for the purpose of completing Declarant's intended Development. Said ingress and egress easement shall in any event be reasonable and shall not interfere with the construction of Improvements on a Lot nor the use and enjoyment of a Lot by an Owner.

2. Easements and Common Areas Designated on Plat. The Plat designates certain easement areas for utilities and drainage, Landscape Easements and Common Areas. The easements so designated on the Plat encumber the Lots and are hereby established as perpetual and irrevocable easements. The Common Areas are granted and reserved for use and benefit in common of all Owners in the Development and their agents, servants, family members and invitees. No Owner shall have the right to restrict, impede or take any action in any way to prohibit or limit the use of the easements for their intended purpose or use in common by all Owners of the Common Areas. The use of easements and Common Areas shall be subject to and governed by the provision of this Declaration, the By-Laws and any Rules and Regulations of the Association, if any.

ARTICLE X. MORTGAGEE RIGHTS

1. General. In addition to any other rights granted to Mortgagees elsewhere in this Declaration, the rights and protections of this Article are hereby granted to and for the benefit of any Mortgagee.

2. Actions Requiring Mortgagee Approval. Without the prior written consent of at least FIFTY-ONE percent (51%) of all recorded first Mortgagees of Lots or the beneficiaries thereunder of record (based upon one vote for each Lot upon which a Mortgage is owned), the Association shall not be entitled to: (a) by act or omission, seek to abandon or terminate the restrictions declared herein; (b) partition or subdivide any Lot; (c) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas or facilities; provided that, the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas by the Development Property shall not be deemed to transfer within the meaning of this clause or (d) use hazard insurance proceeds for losses to any Common Area or facility for other than the repair, replacement or reconstruction of such Improvements, except as provided by statute; provided, however, approval of such action shall be implied against any eligible Mortgagee in the event such Mortgagee fails to submit a response in writing to the Association within SIXTY (60) days of service of such notice by certified or registered mail, return receipt requested, to said Mortgagee at the address listed in the book entitled "Mortgages of Lots" as must be established and maintained pursuant to the By-Laws.

3. Records Examination. Mortgagees shall have the right to examine the books, records and financial statements of the Association, as well as this Declaration, the By-Laws and other rules concerning the Development Property at reasonable times and upon reasonable notice.

4. Insurance Policy. Mortgagees shall have the right, upon written request, to receive notice from the Association of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

5. Mortgagor Default. Mortgagees, upon written request, shall be notified by the Association in writing of any default by the mortgagor of a Lot in the performance of such

mortgagor's obligations under the Development Property documents which is not cured within SIXTY (60) days from the date of such default.

6. Mortgagee Lot Disposition. Any Mortgagee who obtains title to a Lot pursuant to remedies provided in the Mortgage or deed of trust, or upon foreclosure of the mortgage or deed of trust, or upon receiving a deed (or assignment) in lieu of foreclosure, shall take the Lot free of any claims for unpaid Impositions and charges against the mortgaged Lot which accrue prior to the time such holder comes into possession of the Lot. Specifically, and without limitation upon the provisions of this subsection, this Declaration, the By-Laws or any other of the Development Property's constituent documents shall not impair the rights of any Mortgagee to: (a) foreclose or take title to a Lot pursuant to remedies provided in the Mortgage; (b) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or (c) sell a Lot acquired by the Mortgagee.

7. Insurance Proceeds. No Owner or any other party shall have priority over any rights of the Mortgagees pursuant to their mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of Common Areas.

8. General Notice. Mortgagees shall request notice of the matters set forth herein by making written request to the Association upon becoming an Mortgagee hereunder and requesting that the name and address of such Mortgagee and the Lot so encumbered be identified by the Association in the book entitled "Mortgagees of Lots" as must be established pursuant to the By-Laws. Any notice requesting approval of any Mortgagee as required herein shall advise said Mortgagee that failure to respond within SIXTY (60) days of said notice shall be deemed to be approval by said Mortgage of the matter for which approval is being sought.

ARTICLE XI. AMENDMENTS

1. Members. Except as otherwise provided herein, the provisions of this Declaration may be changed, modified or amended by supplemental declaration or other written and properly recorded instrument setting forth such change, modification or amendment, upon the affirmative Vote of not less than FIFTY PERCENT (50%) of the Members present at a duly called meeting of the Association or the affirmative written consent of such percentage of the Members at which a quorum is present unless a higher percentage Vote is required elsewhere in this Declaration or applicable law. However, any such change, modification or amendment that would change or delete any right, remedy, benefit or privilege afforded to the Declarant under this Declaration shall require the consent of the Declarant in order to be effective. Unless a higher percentage is required by law, revocation of this Declaration or the self-management of the Association shall require the affirmative Vote of not less than SIXTY-SEVEN PERCENT (67%) of the all the Members of the Association entitled to Vote at a duly called meeting of the Association or the affirmative written consent of such percentage of the Members at which a quorum is present. Any such change, modification, amendment or revocation shall not become effective until the instrument evidencing such change has been recorded in the Register's office for DAVIDSON COUNTY, Tennessee.

2. Declarant. The Declarant hereby reserves and shall have the right, power, privilege and authority, in its sole discretion, to amend this Declaration and any Exhibit hereto without the consent, joinder or approval of the Association, the Board, any Owner, any person having a contractual right to purchase a Lot, any Mortgagee or beneficiary of any mortgage or deed of trust on any Lot or any other Person. Such right, power, privilege and authority of Declarant shall expire TWO (2) years after the termination of the Development Period. Declarant shall be in no way obligated to amend this Declaration or any Exhibit hereto pursuant to this paragraph.

3. Discrimination. No amendment shall discriminate against any Lot Owner or against any Lot or group of Lots, unless the Lot Owner(s) so affected shall consent. No amendment shall change the voting rights provided herein unless the Owner(s) so affected shall consent.

4. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by the Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until TWENTY-ONE (21) years after the death of the survivor of the now living descendants of the President of the United States, George W. Bush.

ARTICLE XII. GENERAL PROVISIONS

1. Duration. The covenants, conditions and restrictions contained herein shall be appurtenant to and run with the land and shall be binding upon all Owners and parties hereinafter having an interest in any of the Development Property until December 31, 2030, at which time they shall be automatically extended for successive periods of TEN (10) years each. Each purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be extended as provided in this Declaration.

2. Partial Invalidity. Invalidation of any one or more of the provisions of this Declaration by judgment or court order shall not affect any other provision not expressly held to be void or the provisions so void in circumstances or applications other than those expressly invalidated, and all such remaining provisions shall remain in full force and effect together with the provisions ruled upon as they apply to circumstances other than those expressly invalidated.

3. Unintentional Violation of Restrictions. In the event of unintentional violation of any of the foregoing restrictions with respect to any Lot, the Declarant during the Development Period and thereafter the Association reserves the right, by and with the mutual written consent of the then Owner(s) of such Lot(s) to change, amend or release any of the foregoing restrictions as the same may apply to that particular Lot.

4. Books and Records. The books and records of the Association shall during reasonable business hours be subject to inspection by any Member upon TEN (10) days prior notice. The Charter, the By-Laws of the Association and this Declaration shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

5. Notices. Notices provided for in this Declaration or the By-Laws shall be in writing and shall be addressed to the Association c/o the Declarant at: W. HUGH NELSON BUILDERS, LLC, 9545 HAMPTON RESERVE DRIVE, BRENTWOOD, TENNESSEE 37027 or at such other address as may be provided from time to time. The Association may designate a different address or addresses for notices to it by giving written notice of such change of address to all Owners. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof. Upon written request to the Board, any Mortgagee shall be given a copy of all notices permitted or required by this Declaration to be given to the Lot Owner(s) to which such Mortgage is subject.

6. Severability. If any provision of this Declaration, the By-Laws, or any section, sentence, clause, phrase, word or the application thereof in any circumstance is held invalid; the validity of the remainder of this Declaration and the By-Laws and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby, and the remainder of this Declaration or the By-Laws shall be construed as if such invalid part was never included therein.

7. Captions. The captions herein are inserted only as a matter of convenience, and in no way define, limit or describe the scope of these provisions or the intent of any provision hereof.

8. Gender. The use of the masculine gender in this Declaration and in the By-Laws shall be deemed to include the feminine and neuter references, and the use of the singular shall be deemed to include the plural whenever the context so requires.

9. Exoneration of Declarant. Each Owner or any other party having an interest in any portion of the Development Property expressly agree that no duty or obligation is imposed upon the Declarant to enforce or attempt to enforce any of the covenants or restrictions contained herein, nor shall the Declarant be subject to any liability of any kind or nature whatsoever in respect to any claim that the Declarant has failed to enforce same.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be duly executed this the 15th day of October, 2007.

DECLARANT

W. HUGH NELSON BUILDERS, LLC

By: W. Hugh Nelson

W. Hugh Nelson

Its: Managing Member

STATE OF Tennessee)
)
COUNTY OF Davidson)

Before me, Vivian Junkins, a Notary Public in and for the County and State aforesaid, personally appeared W. HUGH NELSON, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the MANAGING MEMBER of the W. HUGH NELSON BUILDERS, LLC (the "Company"), the within named bargainor, a limited liability company, and that he as such MANAGING MEMBER, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Company by himself as MANAGING MEMBER.

Witness my hand and seal at office in Nashville, Tennessee, this 15th day of October, 2007.

Vivian F. Junkins

Notary Public

My Commission Expires: 5/2/2011

VIVIAN F. JUNKINS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

DECLARANT

DEER CREEK CONSTRUCTION, INC.

By: _____
Joe Melz

Its: President

STATE OF Tennessee)
)
COUNTY OF Davidson)

Before me, Vivian Junkins, a Notary Public in and for the County and State aforesaid, personally appeared JOE MELZ, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the PRESIDENT of the DEER CREEK CONSTRUCTION, INC. (the "Corporation"), the within named bargainor, a limited liability company, and that he 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 himself as PRESIDENT.

Witness my hand and seal at office in Nashville, Tennessee, this 15th day of October, 2007.

Vivian F. Junkins
Notary Public

My Commission Expires: 5 / 2 / 2011

VIVIAN F. JUNKINS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

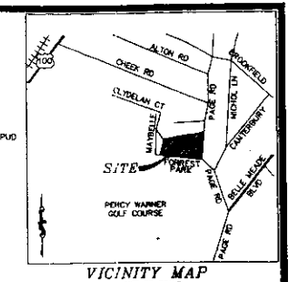
NOTES

1. THE PURPOSE OF THIS PLAT IS TO CONSOLIDATE 6 PARCELS INTO 1 AND RESUBDIVIDE INTO 35 BUILDABLE LOTS. 34 LOTS TO BE INCLUDED WITHIN A PLANNED UNIT DEVELOPMENT (PUD). 1 LOT (LOT 35) WILL BE EXCLUDED FROM THE PUD.
2. THIS PROPERTY IS SHOWN AS A PORTION OF TAX MAP 130-09 & 130-13. NEW TAX MAP 130-13A FOR PARCELS (##) SHOWN.
3. NO PORTION OF THE PLATTED AREA LIES WITHIN THE 100 YEAR FLOOD PLAIN PER FIRM PANEL 47037C0328 F, DATED APRIL 20, 2001.
4. LOT CORNERS ARE MARKED WITH AN IRON ROD UNLESS OTHERWISE NOTED.
5. ANY EXCAVATION FILL OR ANY DISTURBANCE OF THE EXISTING GROUND ELEVATION MUST BE DONE IN ACCORDANCE WITH STORM WATER MANAGEMENT ORDINANCE NO. 78-840 AND APPROVED BY THE METROPOLITAN DEPARTMENT OF WATER SERVICES.
6. ALL DISTANCES WERE MEASURED WITH E.D.M. EQUIPMENT AND HAVE BEEN ADJUSTED FOR TEMPERATURE.
7. ALL DEED AND PLAT REFERENCES ARE MADE TO REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE UNLESS OTHERWISE NOTED.
8. BUILDING SETBACKS PER BOARD OF ZONING APPEALS, APPROVAL NUMBER 2003P-010U-07 GRANTED JULY 22, 2004.
10. THIS PLAT SHALL COMPLY WITH THE REQUIREMENTS OF ORDINANCE NUMBER 094-1104 (TREE ORDINANCE). THE LIMITS OF CLEARING SHALL BE LIMITED TO THE AREAS NECESSARY TO CONSTRUCT ROADWAYS AND UTILITIES TO SERVE THIS SITE AS SHOWN ON THE PLAT.
11. PRIOR TO CONSTRUCTION, EXCAVATION, OR ANY DISTURBANCE OF THE EXISTING GROUND ELEVATION, THE OWNER AND/OR CONTRACTOR SHOULD ASSUME RESPONSIBILITY OF CONTACTING THE LOCAL UTILITY AUTHORITIES FOR EXACT LOCATION OF UNDERGROUND GAS LINES, TELEPHONE AND ELECTRIC CABLES AND WATER LINES ETC., TO AVOID ANY HAZARD OR CONFLICT. IN TENNESSEE, IT IS A REQUIREMENT PER "THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT" THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNERS, NO LESS THAN THREE (3) NOR MORE THAN TEN (10) WORKING DAYS PRIOR TO THE DATE OF ANY EXCAVATION TO AVOID ANY POSSIBLE HAZARD OR CONFLICT. "TENNESSEE ONE CALL" 1-800-366-1987.
12. EXISTING UTILITIES SHOWN ARE PER FIELD VERIFIED STRUCTURES APPARENT AT THE TIME OF SURVEY AND FROM MAPS AND INFORMATION SUPPLIED BY THE RESPECTIVE UTILITY COMPANIES AND GOVERNING AGENCIES THAT ARE APPROXIMATE AT BEST. THERE MAY BE ADDITIONAL UTILITIES PRESENT, THE EXISTENCE OF WHICH ARE UNKNOWN TO
13. INDIVIDUAL WATER AND SANITARY SEWER LINES WILL BE REQUIRED FOR EACH LOT.
14. A PUBLIC UTILITY EASEMENT OF TWENTY FEET (20') ADJACENT TO ALL STREET RIGHT-OF-WAYS SHALL HEREBY BE MADE A PART OF THIS RECORDING. ON CORNER LOTS WHERE FRONT YARD BUILDING SETBACKS ARE LESS THAN TWENTY FEET (20'), THE EASEMENT DEPTH SHALL BE REDUCED ACCORDINGLY.
15. STORMWATER QUALITY AGREEMENT #2004-164 AS RECORDED IN INSTRUMENT #20040927011611 1 RODC.
16. ALL EXISTING STRUCTURES TO BE REMOVED.
17. THE BUFFER ALONG WATERWAYS WILL BE AN AREA WHERE WHERE THE SURFACE IS LEFT IN A NATURAL STATE AND IS NOT DISTURBED BY CONSTRUCTION ACTIVITY. THIS IS IN ACCORDANCE WITH THE STORMWATER MANAGEMENT MANUAL, VOLUME 1 REGULATIONS.
18. ALL COMMON AREAS TO BE PUBLIC UTILITY AND DRAINAGE EASEMENTS.
19. METRO PLANNING STAFF SHALL REVIEW ALL SITE PLANS PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR COMPLIANCE WITH THE APPROVED PUD PLAN (2003P-010U-07).
20. METRO WATER SERVICES SHALL BE PROVIDED SUFFICIENT AND UNENCUMBERED INGRESS AND EGRESS AT ALL TIMES IN ORDER TO MAINTAIN, REPAIR AND INSPECT ANY STORMWATER FACILITIES WITHIN THE PROPERTY.
21. DRIVEWAY CULVERTS TO BE SIZED PER THE DESIGN CRITERIA SET FORTH BY THE METRO STORMWATER MANAGEMENT MANUAL (MINIMUM DRIVEWAY CULVERT IN METRO ROW IS 15"CMP).
22. A PRV (PRESSURE REGULATING DEVICE) WILL BE REQUIRED WHERE STATIC PRESSURES EXCEED 100 PSI.

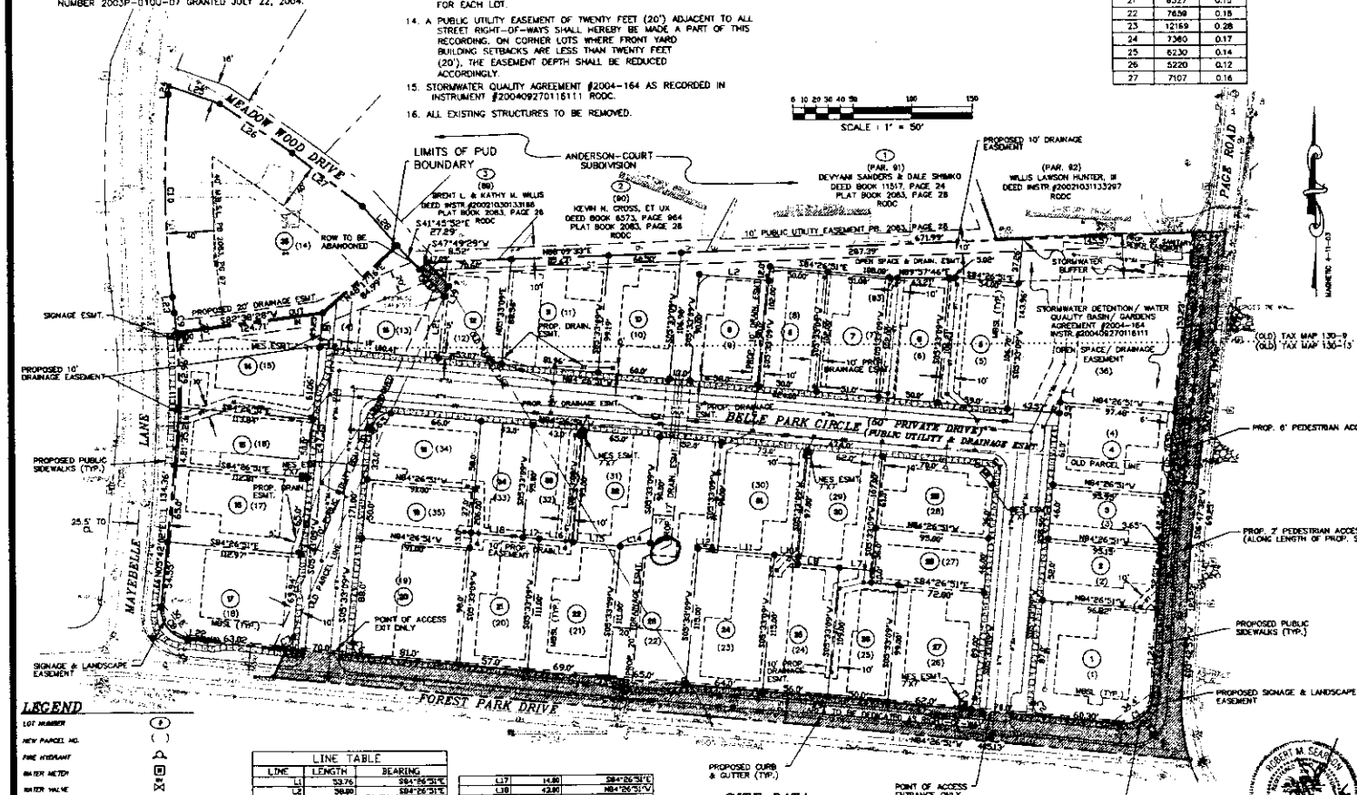
LOT SUMMARY

LOT #	SQ. FT.	ACRES
1	9385	0.22
2	4991	0.11
3	4381	0.10
4	6818	0.16
5	6294	0.14
6	5190	0.12
7	5202	0.12
8	5100	0.12
9	5320	0.12
10	6185	0.14
11	7684	0.18
12	4517	0.10
13	6943	0.16
14	9004	0.21
15	5651	0.13
16	7338	0.17
17	8672	0.20
18	5230	0.12
19	4550	0.10
20	8867	0.20
21	6327	0.15
22	7658	0.18
23	12169	0.28
24	7360	0.17
25	6230	0.14
26	5220	0.12
27	7107	0.16
28	4370	0.10
29	5747	0.13
30	8014	0.14
31	6843	0.15
32	6113	0.14
33	4085	0.09
34	4085	0.09
35 **	25702	0.59

** LOT 35 NOT INCLUDED WITHIN PUD BOUNDARY



VICINITY MAP
NOT TO SCALE



LEGEND

LOT NUMBER (#)
NEW PARCEL NO. ( )
FIRE HYDRANT
WATER METER
WATER VALVE
GAS METER
GAS VALVE
IRON ROD (OLD) (MSC)
IRON ROD (SET) (PINX)
SANITARY SEWER MANHOLE
UTILITY POLE
GUY WIRE
LIGHT POST
PROPERTY LINE
OVERHEAD POWER LINE — OH —
SANITARY SEWER LINE — S —
WATER LINE — W —
GAS LINE — G —
FENCE — X —
CLEANOUT
CONCRETE
ROCK

LINE TABLE

LINE	LENGTH	BEARING
L1	33.76	S84°26'51"E
L2	38.80	S84°26'51"E
L3	27.88	N84°26'51"W
L4	25.00	N84°26'51"W
L5	6.00	N05°33'09"E
L6	21.00	S84°26'51"E
L7	25.00	S84°26'51"E
L8	12.08	S84°26'51"E
L9	20.00	S84°26'51"E
L10	21.50	S84°41'29"W
L11	40.00	N84°26'51"W
L12	29.00	S84°26'51"E
L13	14.80	S84°26'51"E
L14	43.00	N84°26'51"W
L15	7.14	N05°33'09"E
L16	43.49	N79°38'24"W
L17	73.49	S20°37'36"E
L18	42.80	N84°26'51"W
L19	9.56	S21°21'09"W
L20	27.08	S42°18'01"E
L21	52.27	N05°33'09"E
L22	15.62	N83°33'28"W
L23	13.46	N06°41'28"W
L24	7.14	N05°17'47"E
L25	45.49	N79°38'24"W
L26	73.49	S20°37'36"E
L27	74.80	S06°28'21"E
L28	44.59	S41°49'36"E

CURVE TABLE

CURVE	LENGTH	RADIUS	TANGENT	DELTA	BEARING	CH. DIST.
C1	44.20	25.00	28.49	101°18'01"	N53°41'33"E	38.66
C2	15.71	10.00	10.00	90°00'00"	S39°26'51"E	14.14
C3	15.71	10.00	10.00	90°00'00"	N50°33'09"E	14.14
C4	23.56	15.00	15.00	90°00'00"	S39°26'51"E	21.21
C5	23.56	15.00	15.00	90°00'00"	N50°33'09"E	21.21
C6	15.71	10.00	10.00	90°00'00"	S39°26'51"E	14.14
C7	15.71	10.00	10.00	90°00'42"	N50°33'30"E	14.14
C8	38.80	25.00	24.53	88°55'11"	S38°45'34"E	35.02
C9	16.81	531.29	8.41	1°48'46"	N05°47'34"W	16.81
C10	170.63	815.00	85.63	11°59'44"	N00°42'05"W	170.32
C11	114.98	531.29	57.78	12°23'39"	N00°29'58"W	114.76

SITE DATA

PROPERTY LOCATED ON DAVIDSON COUNTY TAX MAP: OLD MAP 130-13, PARCELS 3, 4, 5 & 6 AND MAP 103-9, PARCEL 93
NEW TAX MAP 130-13-A FOR PARCELS (##) SHOWN

CITY: NASHVILLE
COUNTY: DAVIDSON
STATE: TENNESSEE
COUNCILMANIC DISTRICT: 34TH

PARCEL 3
SITE ADDRESS: 1206 FORREST PARK DRIVE NASHVILLE, TN 37205

PARCEL 4
SITE ADDRESS: 308 MAYBELLE LANE NASHVILLE, TN 37205

OWNER: TARRAGON REALTY INVESTORS, INC. 3100 MONTICELLO AVE. STE 200 DALLAS, TEXAS 75205 I.N.200406150070451, P.B.2083 PG.97

PARCEL 83
SITE ADDRESS: MAYBELLE LANE NASHVILLE, TN 37205

OWNER: JARDIN DE BELLE DEVELOPMENT, LLC 425 PAGE ROAD NASHVILLE, TN 37205 INSTRUMENT #20040803002953 PLAT BOOK 2083, PAGE 97

PARCELS 93, 5 & 6
SITE ADDRESS: PAGE ROAD NASHVILLE, TN 37205

OWNER: JARDIN DE BELLE DEVELOPMENT, LLC 425 PAGE ROAD NASHVILLE, TN 37205 INSTRUMENT #20040729009086 P.B.421 PG.84

TOTAL AREA THIS RECORDING: 353995 SQ. F.T OR 8.126 AC.
TOTAL LOT AREA WITHIN PUD: 216602 SQ. FT. OR 4.973 ACRES
TOTAL LOT AREA OUTSIDE OF PUD: 25702 SQ. FT. OR 0.59 ACRES
TOTAL INTERNAL PRIVATE DRIVE: 52154 SQ. FT. OR 1.193 ACRES
TOTAL EXTERNAL ROW DEDICATION: 29848 SQ. FT. OR 0.685 ACRES
DETENTION AREA WITHIN PUD: 20922 SQ. FT. OR 0.48 ACRES
OPEN SPACE WITHIN PUD: 8939 SQ. FT. OR 0.205 ACRES
ROW TO BE ABANDONED (TO BE INCLUDED WITHIN PUD): 250 SQ. FT. OR 0.01 ACRES (AREA INCLUDED IN LOT 13)

OWNER'S CERTIFICATE

I (We) hereby certify that I am (We are) the owner(s) of the property shown hereon as evidenced in Deed Instrument _____, of record in R.O.D.C. Tennessee and adopt the plan of subdivision of the property as shown hereon and dedicate all public ways and easements as noted. No lot or lots as shown hereon shall again be subdivided, resubdivided, altered or changed so as to produce less area than hereby established until otherwise approved by the Metropolitan Planning Commission and under no condition shall such lot or lots be made to produce less area than prescribed by the restrictive covenants as of record in book 20050819-0094826 page ___, R.O.D.C., Tennessee, with the title to the property.

OWNER (PAR. 3 & 4): _____
TARRAGON REALTY INVESTORS, INC.
INSTR#20040615070451
TITLE: Director of Construction

OWNER (PAR. 93, 83, 5 & 6): _____
JARDIN DE BELLE DEVELOPMENT, LLC
IN. 20040729009086/ #20040803002953
TITLE: Director of Construction

COMMISSION'S APPROVAL

Approved by the Metropolitan Planning Commission of Nashville and Davidson County, Tennessee.

Name: _____ Date: 8/19/05

RECORDED

Davidson County PLAT-LC
Record: 08/22/05 08:30 1 pgs
Fees: 10.00 Taxes: 0.00
20050822-0099470

SURVEYOR'S CERTIFICATE

I (We) hereby certify that to the best of my knowledge and belief the hereon shown subdivision plat represents a Category "I" survey having a minimum unadjusted ratio of precision of 1:10,000 and is true and correct. Approved monuments have been or shall be placed as indicated. All side lot lines are at right angles or radial to a street unless otherwise noted.

Name: _____ Date: 8/19/05
ROBERT M. SEARSON, TN R.L.S. #1686

SUBDIVISION No. 2004S-301U-07

P.U.D. No. 2003P-010U-07

FINAL PLAT
OF
JARDIN DE BELLE SUBDIVISION
A PLANNED UNIT DEVELOPMENT

OWNER/DEVELOPER :
TARRAGON REALTY INVESTORS, INC.
202 CRAIGHEAD AVE.
NASHVILLE, TENNESSEE
37205

NASHVILLE, DAVIDSON COUNTY, TENNESSEE
COUNCILMANIC DISTRICT 34TH

PREPARED BY:

LITTLEJOHN ENGINEERING ASSOCIATES, INC.
ENGINEERING, PLANNING, LANDSCAPE ARCHITECTURE, LAND SURVEYING
1935 Twenty-First Avenue South Nashville, Tennessee 37212 Phone 615-385-4144

DATE: 6-10-04 REVISED: 9-2-04 REVISED: 6-21-05 REVISED:8-18-05 SHEET 1 OF 1
REVISED: 3-3-05 REVISED: 5-4-05 REVISED: 5-25-05
job #23065

EXHIBIT A

EXHIBIT B

AMENDED AND RESTATED BY-LAWS OF BELLE PARK AT CHEEKWOOD OWNERS' ASSOCIATION, INC.

ARTICLE I. DEFINITIONS

The words defined in the AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR BELLE PARK AT CHEEKWOOD (the "Declaration") of record in the Register's Office for DAVIDSON COUNTY, Tennessee, shall have the same meaning in these corporate AMENDED AND RESTATED BY-BY-LAWS OF BELLE PARK AT CHEEKWOOD (the "By-Laws").

ARTICLE II. NAME AND OFFICES

1. Name. The name of the corporation shall be BELLE PARK AT CHEEKWOOD OWNERS' ASSOCIATION, INC.

2. Registered Office. The registered office of the corporation is located at BELLE PARK AT CHEEKWOOD OWNERS' ASSOCIATION, INC. c/o ASSOCIA MORRIS PROPERTY MANAGEMENT, INC., 413 WELSHWOOD DRIVE, SUITE 200, NASHVILLE, TENNESSEE 37211, as may be relocated by the Board of Directors from time to time. The name of the registered agent of the corporation is BRIAN JACKSON, who may be located at the registered office.

3. Other Offices. The corporation may also have offices at such other places both within and outside the State of Tennessee as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE III. MEMBERS AND MEMBERSHIP PRIVILEGES

1. Membership. Each Owner shall be a Member of the corporation and no other person or entity shall automatically be entitled to membership. No Member shall be required to pay any consideration whatsoever solely for membership in the corporation.

2. Succession. The membership of each Owner shall terminate when he ceases to be a Lot Owner, and upon sale, transfer or other disposition of his ownership interest in the Development Property, his membership in the Association shall automatically be transferred to the new Owner succeeding to such ownership interest.

ARTICLE IV. MEETINGS OF MEMBERS

1. Place and Time of Meetings. Meetings of the Members of the corporation may be held at a place to be determined by the Board within DAVIDSON COUNTY, Tennessee,

and at such time, as specified in the written notice of such meeting which shall be delivered by the Board to all Owners at least TEN (10) days prior to the date of such meeting.

2. Annual Meetings: Development Period. During the Development Period, meetings of the Association shall only take place upon the call of the Declarant. At any such meeting, the Declarant may, but shall not be required to, submit to a Vote of the Lot Owners any matter that properly may come before a meeting of the Association. During the Development Period, the Declarant shall determine in its sole discretion all matters that may properly come before the Board or the Association.

3. Annual Meetings: Post Development Period. The first regular annual meeting of Unit Owners (the "First Annual Meeting") shall be held after the expiration or termination of the Development Period. Subsequent to the First Annual Meeting, there shall be a regular annual meeting of Lot Owners held each year within THIRTY (30) days of the anniversary of the First Annual Meeting. All such meetings of Lot Owners shall be held at such place in DAVIDSON COUNTY, Tennessee and at such time, as specified in the written notice of such meeting which shall be delivered by the Board to all Lot Owners at least TEN (10) days prior to the date of such meeting.

4. Special Meeting. Following the Development Period, special meetings of the Members, for any purpose or purposes, may be called by the president, a majority of the Board of Directors or by Members having not less than TWENTY-FIVE PERCENT (25%) of the total number of Votes entitled to be cast at such meeting. Business transacted at all special meetings shall be confined to the business stated in the notice of such meeting.

5. Notice. Written or printed notice, by or at the direction of the president, the secretary or the officer or Person authorized to call the meeting, shall be delivered, either personally or by mail, not less than TEN (10) nor more than SIXTY (60) days before the date of the meeting to each Member of the corporation entitled to vote at such meeting at the addresses given to the Board by the Owners for such purpose or to an Owner's Lot if no separate address for such purpose has been given to the Board. Said notice shall state the place, day and hour of the meeting and in the case of a special meeting, the purpose or purposes for which the meeting is called.

6. Quorum. The presence in person or by proxy of more than THIRTY-FIVE percent (35%) of the Votes entitled to be cast at a meeting of the Members shall constitute a quorum at all meetings of the Members for the transaction of business. If, however, the Members entitled to Vote in person or represented by proxy present at a meeting fail to satisfy a quorum, the Members present shall have the power to adjourn the meeting, without notice, until a quorum shall be present or represented. Further, if a quorum is not present, a subsequent meeting may be called; and the required quorum shall be reduced by half at such meeting. Such procedure may be repeated until a quorum is established, although in no event may the required quorum be less than TEN PERCENT (10%) of the Votes entitled to be cast at a meeting of the Members.

7. Majority Vote; Withdrawal of Quorum. When a quorum is present at any meeting, the Vote of the holders of more than FIFTY percent (50%) of the total number of Member Votes present, in person or by proxy, and entitled to be cast shall decide any question brought before such meeting, unless the question is one upon which by express provision of the Declaration, the Charter of the corporation or these By-Laws, a different Vote is required, in which case such express provision shall govern and control the decision of such question. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

8. Method of Voting; Proxies. Each Member shall be entitled to a Vote as provided in the Declaration. No Member, other than the Declarant, shall be entitled to vote at any meeting of the corporation until such Member has presented to the Board sufficient evidence of ownership interest in a Lot of the Development Property entitling the Member to voting rights as provided in the Declaration. The Vote(s) of each Member may only be cast by such Member or by a proxy given by such Member to his duly authorized representative. No proxy shall be valid for more than one meeting and shall bear the signature of the Member making the proxy, the date of the meeting to which the proxy relates and the name of the authorized representative to vote on behalf of the Member. Such proxy shall be filed with the secretary of the corporation prior to or at the time of the meeting. If title to any property ownership interest in a Lot(s) of the Development Property entitling the Member to voting rights as provided in the Declaration is in the name of two or more Persons or entities as co-owners, all such Persons or entities shall be Members of the corporation and are referred to herein as a "Joint Member." Any such Joint Member is entitled to one unanimous Vote per entitled Member voting rights as provided in the Declaration at any meeting of the Members of the corporation, and such Vote shall be binding upon the Joint Member until written notice to the contrary has been received by the Board identifying the authorized manner in which the Joint Member's unanimous Vote(s) are to be cast (in person or by proxy). In the event of disagreement among such Joint Member to cast a Vote, such Joint Member shall not be recognized and such Vote shall not be counted.

9. Imposition Default: No Owner who is in default in the payment of any Imposition shall be entitled to exercise his right to vote until he has cured such default. An Owner shall be deemed to be in default if he has not paid any Imposition to the Board, or its agent, within FIFTEEN (15) days after the due date thereof. An Owner may protest the amount of an Imposition, but it still must be paid during the pendency of his protest to the Board or its agent.

10. Cumulative Voting Denied. Cumulative voting for Directors shall not be permitted.

ARTICLE V. DIRECTORS

1. Management. The business and affairs of the corporation shall be managed by its Board of Directors who may exercise all such powers of the corporation and do all such

lawful acts and things as are not by statute, the Declaration, the Charter or these By-Laws directed or required to be exercised or done by the Members.

2. Number; Qualifications; Election; Term. The Board of Directors shall consist of THREE (3) Directors, each of whom shall be a Member of the Association or the Declarant, its subsidiaries, affiliates or authorized representatives. During the Development Period, the Members of the Board of Directors shall be appointed by the Declarant and shall serve at the pleasure of the Declarant. Following the Development Period, Directors shall be elected by the Members. The Board shall consist of ONE (1) Chief Director and TWO (2) Associate Directors, who shall serve terms of TWO (2) years; provided, however, the first Chief Director shall serve a term of THREE (3) years. Directors shall serve without compensation.

3. Removal; Change in Number; Vacancies. Any Director may be removed either for or without cause at any meeting or special meeting of the Members by the affirmative Vote of a majority of the Members present in person or by proxy at such meeting and entitled to vote, if notice of the intention to act upon such matter shall have been given in the notice calling such meeting. If any vacancy occurs in the Board of Directors, caused by death, resignation, retirement, disqualification or removal from office, a successor or successors may be chosen at a meeting or special meeting of the Members called for that purpose, and each successor Director so chosen shall be elected for the unexpired term of his predecessor in office. Any Directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting of the Members or at a special meeting of the Members called for that purpose.

4. Place of Meetings. The Directors of the corporation shall hold their meetings, both regular and special, within DAVIDSON COUNTY, Tennessee or such other location as may be selected by unanimous consent of the Directors then elected and serving.

5. Annual Meetings. The annual meeting of each newly elected Board shall be held without further notice immediately following the annual meeting of Members at the same place unless such time or place shall be changed by unanimous consent of the Directors then elected and serving.

6. Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by the Board.

7. Special Meetings. Special meetings of the Board of Directors may be called by the president or a majority of the Directors upon THREE (3) days written notice to each Director, either personally, by mail, by facsimile or by other electronic transmittal. Except as may be otherwise expressly provided by statute, the Charter, the Declaration or these By-Laws, neither the business to be transacted nor the purpose of any special meeting need be specified in a notice or waiver of notice.

8. Quorum. At all meetings of the Board of Directors, the presence of a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the Directors present at any such meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Directors, the Directors present may adjourn the meeting by announcement at the meeting without notice until a quorum shall be present.

9. Committees Having Board Authority. The Board of Directors may, by resolution approved by vote or written consent by a majority of the whole Board, designate an Architectural Review Committee, a Nominating Committee for members of the Board of Directors and such other committees as deemed necessary that shall consist of one (1) or more of the Directors. Any such committee, to the extent provided in said resolution, shall and may exercise all of the authority of the Board of Directors in the management of the business and affairs of the corporation, except where action of the full Board of Directors is required by statute or the Charter.

10. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the affairs of the corporation may be designated and appointed by a resolution adopted by a majority of the Directors at a meeting at which a quorum is present. Membership on such committees may, but need not be, limited to Directors or Members of the corporation.

11. Procedure. All committees shall keep regular minutes of their proceedings and shall report same to the Board when required or requested.

12. Managing Agents. The Board of Directors may employ a Management Agent or entity for the corporation at a compensation established by the Board of Directors. Such Management Agent shall perform such duties and services with respect to the Association, as the Board of Directors shall authorize. The Board of Directors may delegate to such Management Agent such duties with respect to management, repair and maintenance of the Development Property which are not by statute, the Declaration, the Charter or these corporate By-Laws required to be performed by or have the approval of the Board of Directors or the Members of the corporation.

ARTICLE VI. POWERS AND DUTIES

1. The Board shall have the following powers and duties:

a. To elect and remove the officers of the Association.

b. To administer the affairs of the Association and Development Property.

c. To engage the services of a Managing Agent to maintain, repair, replace, administer and operate the Development Property or any part thereof for all Owners upon such terms and for such compensation and with such authority as the Board may approve.

d. To formulate policies for administration, management and operation of the Development Property and the Common Areas.

e. To enforce the Declaration; to adopt and enforce Rules and Regulations with written notice thereof to all Owners that govern the administration, management, operation and use of the Development Property and Common Areas; and to amend such Rules and Regulations from time to time.

f. To assess fines, fees and/or similar penalties against Owners for violations of the Declaration, these By-Laws or the Rules and Regulations of the Association; and to make necessary corrections or to take necessary action to achieve compliance at the Owner's expense.

g. To provide for the maintenance, repair and replacement of the Common Areas, and to make payments therefor, and to approve payment vouchers or to delegate such approval to the officers, Managing Agent or other authorized agent.

h. To provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Development Property and the Common Areas and to delegate any such powers to the Managing Agent (and any such employees or other personnel who may be the employees of a Managing Agent).

i. To appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board or other such directives that are not duties of the Board.

j. To determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems necessary or appropriate.

k. To fix the estimated annual budget and to provide the manner of assessing and collecting from Owners Assessments or other Impositions of the Association.

l. To borrow money for the purpose of repair or restoration of Common Areas that are the responsibility of the Association to repair or restore.

m. To secure insurance policies as required or allowed by the Declaration, and in this regard, annually to review the amounts of coverage afforded by such policies.

n. Unless otherwise provided herein or in the Declaration, to comply with the instructions expressed in resolutions duly adopted at any annual or special meeting of Owners by a majority Vote of the Owners at such meeting unless some other percentage Vote by the Members is required by the Declaration.

o. To exercise all other rights, powers and duties on behalf of the Owners as provided or referred to in the Declaration or these By-Laws.

2. Authority of Board to Act for Association. Whenever in these By-Laws the Association is given the power to take any action, it is the intention of these By-Laws that the Board shall act for the Association in all cases, except and to the extent that it is expressly provided that action be taken upon Vote of the Owners.

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

ARTICLE VII. OFFICERS

1. Number; Titles. The officers of the corporation shall be elected by the Directors from among the members of the Board of Directors and shall be a president, a secretary and a treasurer. The president shall also be the Chief Director. Any TWO (2) or more offices may be held by the same person except the offices of president and secretary shall not be held by the same person.

2. Election. The Board of Directors at its first meeting after each annual meeting of Members shall choose a president, a secretary, a treasurer and such additional officers as the Board shall see fit to elect, all of whom shall be members of the Board.

3. Other Officers. The Board of Directors may appoint such other officers and agents as it shall deem necessary, who shall be appointed for such terms, exercise such powers and perform such duties as shall be determined from time to time by the Board.

4. Salaries. The salaries of all officers of the corporation, if any, shall be fixed by the Board of Directors but shall never be greater than an amount equal to the Annual Assessment due per Member as provided in the Declaration. A person holding multiple offices may only collect a salary for ONE (1) office.

5. Term of Office; Removal. Each officer of the corporation shall hold his office until the annual meeting of the Board of Directors next following his election until a successor is chosen and qualified in his stead or until death, resignation or removal from office. Any officer or agent elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board of Directors.

6. President. The president shall be the chief executive officer of the corporation and shall serve as the Chief Director. The president shall preside at all meetings of the Members and the Board of Directors, shall have general and active management of the affairs of the corporation, shall see that all orders and resolutions of the Board are carried into effect and shall perform such other duties as the Board of Directors shall prescribe.

7. Secretary. The secretary shall attend all sessions of the Board of Directors and all meetings of the Members, shall record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for any committees when required. The secretary shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors or president. If the secretary is not able to perform any duty as herein or otherwise provided, it is the sole responsibility of the secretary to delegate such duties until such time that the Secretary resumes these duties.

8. Treasurer. The treasurer shall have the custody of the corporate funds and securities, shall keep full and accurate accounts of receipts and disbursements of the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. The treasurer shall disburse the funds of the corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements. At the regular meetings of the Board or whenever they may require it, the treasurer shall render to the president and Directors an account of all transactions of the treasurer and of the financial condition of the corporation. The treasurer shall perform such other duties as the Board of Directors may prescribe; and if required by the Board of Directors, the treasurer shall give the corporation a bond in such form, in such sum, and with such surety or sureties as shall be satisfactory to the Board for the faithful performance of the duties of said office and for the restoration to the corporation of all books, papers, vouchers, money and other property of any kind whatsoever belonging to the corporation in the treasurer's possession or under his control in case of death, resignation, retirement or removal from office.

ARTICLE VIII. MISCELLANEOUS PROVISIONS

1. Reserves. The Board shall provide for such reserve or reserves as the Directors from time to time, in their discretion, think proper to provide for contingencies, or to repair or maintain any portion of the Development Property, or for such other purposes as the Directors shall think beneficial to the corporation.

2. Checks. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board may from time to time designate.

3. Fiscal Year. The fiscal year of the corporation shall be fixed by the Board.

4. Seal. The corporate seal, if any, shall be in such form as may be determined by the Board. Said seal may be used by causing it or a facsimile thereof to be impressed, affixed or otherwise reproduced for such use.

5. Mortgages and Notice to Board. An Owner who mortgages his Lot shall notify the Board of the name and address of his mortgagee and shall file a conformed copy of the note and deed of trust or mortgage with the Board; and the Board shall maintain such information in a book entitled "Mortgages of Lots".

6. Notice of Unpaid Common Charges. The Board, whenever so requested in writing by a Mortgagee of a Lot, shall promptly report any then unpaid Impositions, charges therefrom or any other default by the Owner of the mortgaged Lot. When giving notice to an Owner of a default in paying Impositions or other default, the Board shall send a copy of such notice to each holder of a Mortgage covering such Lot whose name and address is contained in the book entitled "Mortgages of Lots."

7. Indemnification. The corporation shall indemnify any current or former Director, officer, or employee of the corporation against expenses actually and necessarily incurred by him and any amount paid in satisfaction of judgments, in connection with any action, suit or proceeding, whether civil or criminal in nature, in which he is made a party by reason of being or having been such a Director, officer or employee (whether or not a Director, officer or employee at the time such costs or expenses are incurred by or imposed upon him) except in relation to matters in which he shall have been adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of his duty. The corporation may also reimburse to any Directors, officer or employee the reasonable costs of settlement of any such action, suit or proceedings; if it shall be found by a majority of the Directors not involved in the matter of controversy, whether or not a quorum, that it was in the interest of the corporation that such settlement be made and that such Director, officer or employee was not guilty of gross negligence or willful misconduct. Such rights of indemnification and reimbursement shall not be deemed exclusive of any other rights to which such Director, officer or employee may be entitled by law or under By-Law, agreement, Vote of Members or otherwise.

8. Inconsistencies. In the event, these By-Laws shall be inconsistent with the Declaration, then the Declaration shall be controlling.

9. Amendment of By-Laws. These By-Laws may not be altered, amended or repealed except by the affirmative Vote of not less than FIFTY PERCENT (50%) of the Members present at a duly called meeting of the Association or the affirmative written consent of such percentage of the Members at which a quorum is present unless a higher percentage Vote is required elsewhere in the Declaration or applicable law. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. Any such amendment shall be certified by the president or secretary of the Association as having been duly adopted and shall be effective upon recording same in the Register's Office for DAVIDSON COUNTY, Tennessee. However, these By-Laws may not be amended by the Lot Owners during the Development Period without the express written approval of the Declarant. Except as provided in the Declaration, no amendment shall discriminate against any Lot Owner or against any Lot or class or group of Lots unless the Lot Owner(s) so affected shall consent.

10. Headings. The headings used in these By-Laws have been inserted for administrative convenience only and do not constitute matters to be construed in interpretation.

CERTIFICATION

I hereby certify that the foregoing AMENDED AND RESTATED BY-LAWS were adopted by the Board of Directors for BELLE PARK AT CHEEKWOOD OWNERS' ASSOCIATION, INC. (formerly Jardin de Belle Owners' Association, Inc.) on this the 15th day of October, 2007.

Director

Exhibit C

State of Tennessee

Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

ARTICLES OF AMENDMENT TO THE CHARTER (Nonprofit)

For Office Use Only

CORPORATE CONTROL NUMBER (IF KNOWN) 0497973

PURSUANT TO THE PROVISIONS OF SECTION 48-60-105 OF *THE TENNESSEE NONPROFIT CORPORATION ACT*, THE UNDERSIGNED CORPORATION ADOPTS THE FOLLOWING ARTICLES OF AMENDMENT TO ITS CHARTER:

1. PLEASE INSERT THE NAME OF THE CORPORATION AS IT APPEARS OF RECORD:
Jardin de Belle Owners' Association, Inc.
IF CHANGING THE NAME, INSERT THE NEW NAME ON THE LINE BELOW:
Belle Park at Cheekwood Owners' Association, Inc.

2. PLEASE MARK THE BLOCK THAT APPLIES:

☑ AMENDMENT IS TO BE EFFECTIVE WHEN FILED BY THE SECRETARY OF STATE.
☐ AMENDMENT IS TO BE EFFECTIVE, _____ (MONTH, DAY, YEAR)
(NOT TO BE LATER THAN THE 90TH DAY AFTER THE DATE THIS DOCUMENT IS FILED.) IF NEITHER BLOCK IS CHECKED, THE AMENDMENT WILL BE EFFECTIVE AT THE TIME OF FILING.

3. PLEASE INSERT ANY CHANGES THAT APPLY:
A. PRINCIPAL ADDRESS: 413 Welshwood Drive, Suite 200 (STREET ADDRESS)
Nashville (CITY) TN (STATE / COUNTY) 37211 (ZIP CODE)
B. REGISTERED AGENT: Brian Jackson
C. REGISTERED ADDRESS: 413 Welshwood Drive, Suite 200 (STREET ADDRESS)
Nashville (CITY) TN (STATE) 37211 (ZIP CODE) Davidson (COUNTY)
D. OTHER CHANGES:

4. THE CORPORATION IS A NONPROFIT CORPORATION.

5. THE MANNER (IF NOT SET FORTH IN THE AMENDMENT) FOR IMPLEMENTATION OF ANY EXCHANGE, RECLASSIFICATION, OR CANCELLATION OF MEMBERSHIPS IS AS FOLLOWS:
N/A

6. THE AMENDMENT WAS DULY ADOPTED ON August 31, 2007 (MONTH, DAY, YEAR) BY (Please mark the block that applies):

☐ THE INCORPORATORS WITHOUT MEMBER APPROVAL, AS SUCH WAS NOT REQUIRED.
☑ THE BOARD OF DIRECTORS WITHOUT MEMBER APPROVAL, AS SUCH WAS NOT REQUIRED.
☐ THE MEMBERS

7. INDICATE WHICH OF THE FOLLOWING STATEMENTS APPLIES BY MARKING THE APPLICABLE BLOCK:

☑ ADDITIONAL APPROVAL FOR THE AMENDMENT (AS PERMITTED BY §48-60-301 OF THE TENNESSEE NONPROFIT CORPORATION ACT) WAS NOT REQUIRED.
☐ ADDITIONAL APPROVAL FOR THE AMENDMENT WAS REQUIRED BY THE CHARTER AND WAS OBTAINED.

Director
SIGNER'S CAPACITY

W. Hugh Nelson
SIGNATURE

10/15/07
DATE

W. Hugh Nelson
NAME OF SIGNER (TYPED OR PRINTED)

SS-4416 (Rev. 10/01) Filing Fee: $20 RDA 1678

Secretary of State

Division of Business Services
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

DATE: 07/14/05
REQUEST NUMBER: 5508-0092
TELEPHONE CONTACT: (615) 741-2286
FILE DATE/TIME: 07/14/05 1126
EFFECTIVE DATE/TIME: 07/14/05 1126
CONTROL NUMBER: 0497973

Davidson County CHARTER
Recvd: 07/14/05 15:17 4 pg
Fees:7.00 Taxes:0.00
[redacted]
20050714-0081980

TO:
TUNE ENTREKIN & WHITE P.C.
315 DEADERICK STREET
17TH FLOOR
NASHVILLE, TN 37238-0091

RE:
JARDIN DE BELLE OWNERS' ASSOCIATION, INC.
CHARTER - NONPROFIT

CONGRATULATIONS UPON THE INCORPORATION OF THE ABOVE ENTITY IN THE STATE OF TENNESSEE, WHICH IS EFFECTIVE AS INDICATED.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF STATE ON OR BEFORE THE FIRST DAY OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE CORPORATION'S FISCAL YEAR. ONCE THE FISCAL YEAR HAS BEEN ESTABLISHED, PLEASE PROVIDE THIS OFFICE WITH THE WRITTEN NOTIFICATION. THIS OFFICE WILL MAIL THE REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE CORPORATION AT THE ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING ADDRESS PROVIDED TO THIS OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO MAINTAIN A REGISTERED AGENT AND OFFICE WILL SUBJECT THE CORPORATION TO ADMINISTRATIVE DISSOLUTION.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE. PLEASE BE ADVISED THAT THIS DOCUMENT MUST ALSO BE FILED IN THE OFFICE OF THE REGISTER OF DEEDS IN THE COUNTY WHEREIN A CORPORATION HAS ITS PRINCIPAL OFFICE IF SUCH PRINCIPAL OFFICE IS IN TENNESSEE.

FOR: CHARTER - NONPROFIT ON DATE: 07/14/05

FROM:
TUNE ENTREKIN & WHITE (315 DEADERICK ST)
315 DEADERICK ST
2100 1ST AMER. CTR.
NASHVILLE, TN 37238-0000

	FEES	
RECEIVED:	$100.00	$0.00
TOTAL PAYMENT RECEIVED:		$100.00

RECEIPT NUMBER: 00003773853
ACCOUNT NUMBER: 00002808

Riley C. Darnell

RILEY C. DARNELL
SECRETARY OF STATE

SS-4458

2005 JUL 19 AM 11:26

FILED

ARTICLES OF INCORPORATION
OF
JARDIN DE BELLE OWNERS' ASSOCIATION, INC.

In compliance with the requirements of the Tennessee Nonprofit Corporation Act (the "Act"), the undersigned, having the capacity to contract and acting as the incorporator of a non-profit property owners association under the Act, adopts the following Charter for such association:

ARTICLE I - NAME

The name of the corporation is **JARDIN DE BELLE OWNERS' ASSOCIATION, INC.**, hereunder called the "Corporation".

ARTICLE II - MUTUAL BENEFIT CORPORATION

The Corporation is a mutual benefit corporation.

ARTICLE III - INITIAL REGISTERED OFFICE

The street address and zip code of the Corporation's initial registered office, the county in which the office is located, and the name of its initial registered agent at that office is: 2021 Richard Jones Road, #210, Nashville, Davidson County, Tennessee 37215; Sissy Rogers.

ARTICLE IV - INCORPORATOR

The name and address and zip code of each incorporator is as follows: T. Chad White, 315 Deaderick Street, AmSouth Center, Suite 1700, Nashville, TN 37238.

ARTICLE V - PRINCIPAL OFFICE

The street address and zip code of the principal office of the Corporation is as follows: 2021 Richard Jones Road, #210, Nashville, Tennessee 37215.

ARTICLE VI - NOT FOR PROFIT CORPORATION

The Corporation is not for profit.

ARTICLE VII - PURPOSE AND POWERS OF THE CORPORATION

This Corporation does not contemplate pecuniary gain or profit to the members thereof. The purpose for which the Corporation is organized is to maintain the common facilities of Jardin de Belle Subdivision in Davidson County, Tennessee and perform all duties and functions of the Jardin de Belle Owners' Association, as described in that certain Declaration of Protective Covenants, Conditions and Restrictions for Jardin de

Belle recorded in Book _____, Page ____ or Instrument No. _____ in the Register's Office for Davidson County, Tennessee, hereinafter called the "Declaration," and any additions and amendments thereto as may hereafter be brought within the jurisdiction of the Corporation, and for this purpose to:

(a) exercise all of the powers, rights and privileges and to perform all of the duties and obligations of the Corporation as set forth in the Declaration, as the same may be amended from time to time as therein provided;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Corporation, including all licenses, taxes or governmental charges levied or imposed against the property of the Corporation;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation;

(d) borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) have and to exercise any and all powers, rights and privileges which a corporation organized under the Act by law may now or hereafter have or exercise; and

(f) except for those amendments which the Tennessee Non-Profit Corporation Act expressly permits to be made by the Directors of the Corporation, any amendment to these Articles of Incorporation of the Corporation to be adopted must be approved by not less than sixty percent (60%) of the members of the Corporation.

ARTICLE VIII - MEMBERSHIP

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

ARTICLE IX - BOARD OF DIRECTORS

The affairs of this Corporation shall be managed by a Board of Directors. The number of directors and the method of electing the same shall be provided in the By-Laws of the Corporation.

As provided in Tennessee Code Annotated Section 48-58-501 *et seq.* all directors and officers of the Corporation shall be immune from suit and no present or former director or officer of the Corporation shall have any personal liability to the Corporation or its members for monetary damages arising from the conduct of the affairs of the Corporation, except when such conduct amounts to willful, wanton or gross negligence. The Corporation shall indemnify all current and former directors and officers of the Corporation to the maximum extent allowed by law, including without limitation advancing expenses pursuant to Tennessee Code Annotated Section 48-58-504, for any and all claims brought against such persons in connection with their actions or inactions in their official capacity as directors and officers of the Corporation.

ARTICLE X - DISSOLUTION

The Corporation may be dissolved with the assent given in writing and signed by not less than sixty percent (60%) of the members. Upon dissolution of the Corporation, other than incident to a merger or consolidation, the assets of the Corporation shall be distributed to the members.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Tennessee, the undersigned, constituting the incorporator of this Corporation, has executed these Articles of Incorporation this 14 day of July, 2025.

T Lad White

Incorporator