

BOOK 7538 PAGE 792

287.29

THE CHATHAM POINTE SUBDIVISION

AMENDED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

SUPERSEDING THOSE PREVIOUSLY RECORDED

IN DEED BOOK 7358 PAGES 656-665

IDENTIFICATION REFERENCE

STATE OF TENNESSEE

MAY 9 1 49 PM '88

THIS DECLARATION, made on the date hereinafter set forth by Leader Enterprises, Inc., hereinafter referred to as "Declarant".

WITNESSETH:

RUSH

WHEREAS, "Declarant" is the owner of certain property in Nashville, County of Davidson, State of Tennessee, which is more particularly described on Exhibit "A" attached and made a part hereto; and,

NOW THEREFORE, "Declarant" hereby declares that all of the properties described in Exhibit "A" attached hereto shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Chatham Pointe Homeowners' Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and

enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All areas shown on the recorded plan as "Common Areas" and including all roads, pipes, wires, conduits, ducts, cables, public utility lines and other improvements necessary for the overall integrity of the properties.

Each owner shall have an easement in common with the owners of all other family units to use all of the common elements located in and serving his or other units.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Leader Enterprises, Inc., its successors assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

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

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

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

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class of members and approved by the Metropolitan Planning Commission has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area and facilities to

the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

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

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

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

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) On January 1, 1989.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by Acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges, and (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fee, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of

such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement, insurance, and maintenance of the Common Area.

In the event that the association or any Successor Association shall fail to maintain the Common Area in reasonable order and condition in accordance with the adopted master development plan, the zoning administrator may serve written notice upon the Association and/or the Owners or residents of the Planned Unit Development and hold a public hearing, and if, after thirty (30) days, the deficiencies are not corrected, the zoning administrator shall call upon any public or private agency to maintain said Common Area for a period of one (1) year, and if the zoning administrator determines that the Association is not prepared for such maintenance, cost of such maintenance shall be assessed proportionally against the properties within the Planned Unit Development that have a right of enjoyment of the common open space, and shall become lien on said properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Eighty and NO/100 Dollars (\$180.00) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 15% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 15% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting for this purpose.

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the

purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

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

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

Section 7. Date of Commencement of Annual Assessment: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date at the rate of 10 percent per annum. The Association may bring an

action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structure and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. In order to provide an orderly plan of construction and protect the common interest of the Lot Owner of any part of the land described in Exhibit "A" exclusively, the following listed restrictive covenants are hereby agreed upon and shall be covenants running with the land and shall be binding upon the Declarants and all subsequent Owners thereof, in any capacity whatsoever:

THE CHATHAM POINTE SUBDIVISION
Nashville, Tennessee
PROTECTIVE COVENANTS

1. All lots in this subdivision shall be known and described as residential lots and no structure shall be erected on any lot other than one single-family residence and garage or carport and not more than one detached outbuilding.
2. Building setback lines shall be left to the discretion of the Metropolitan Government of Nashville and Davidson County Office of Codes Administration and the interpretation of the Metropolitan Government of Nashville and Davidson County Zoning Ordinance.
3. The minimum ground floor heated area of the main building exclusive of open porches, carports, and garages shall be not less than 1000 square feet in the case of a one story residence and not less than 700 square feet in the case of a one and one half or two story residence, however, the total floor area of a one and one half or two story residence shall be not less than 1200 square feet.
4. No building shall be erected on any lot until the design and plot plan thereof have been approved in writing by Leader Enterprises or a committee appointed by Leader Enterprises; however, in the event that Leader Enterprises or such committee appointed by Leader Enterprises fails to approve or disapprove such design and plot plan within ten days after submission of plans and specifications to them, then such approval shall not be required.
5. No permanent structure shall be moved onto any lot unless it shall conform to and be in harmony with similar structures in this subdivision and no structure of a temporary character such as a trailer, garage, shed, or other outbuilding shall be used on any lot at any time as the residence either temporarily or permanently. No structure of any kind, including but not limited to a television antenna, radio antenna, etc. can be erected which extends more than five feet above the highest point of the roof of

the house and such structures shall not be erected on the street side of a residence. No satellite dishes to be allowed.

6. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
7. No recreational vehicle, boat, or any type trailer may be parked or stored on any lot unless same is under a carport or in a garage; all passenger automobiles shall be parked either on the driveway or in the garage or carport. No tractor or trailer may be parked on any lot or in the street in front of any lot.
8. No motor vehicle or any other vehicle, including but not limited to a boat, motor, boat trailer, lawn mower, tractor, etc. may be stored on any lot for the purpose of repair of same; no A-frame or motor mount may be placed on any lot nor shall any disabled or inoperable vehicle be stored on any lot.
9. All fences are to be of wooden, brick or ornamental metal material or combination thereof; no fence shall be erected on any corner lot nearer to the street line than the house setback line nor on any other lot nearer to the street line than the rear house line except that it shall be permissible to erect a fence from the residence to the side lot line immediately in front of the rear entrance. No clothes line allowed.
10. Vegetable gardening will be allowed only to the rear of the house. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, and other household pets may be kept providing that they are not bred or kept for commercial purposes. No compost piles allowed.
11. Any special landscape screens, including earthen berms or embankments, fencing, entryways, and plant material, shall remain in place and may not be removed.

12. All portions of all driveways and walkways constructed on any lot shall be of concrete construction with an exposed aggregate finish.
13. The foundation wall or exterior slab turndown section shall have a brick or plastered facade extending to below finished grade along the entire perimeter of each house and garage constructed within the subdivision.
14. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. Leader Enterprises reserves the right to impose additional or separate restrictions at the time of sale of any of the lots sold in this subdivision, which restrictions may not be uniform but may differ as to different plots, and further reserves the right to amend these restrictions without the approval of the owners of the lots within the subdivision until a majority of lots have been sold.
15. If the parties hereto or any of them or their heirs or assigns shall violate any of the limitations and restrictions herein, it shall be lawful for any other person or persons owning any other lot in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempt to violate any such limitations or restrictions and either to prevent him or them from so doing or to recover damages for such violation.
16. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

ARTICLE VI
GENERAL PROVISIONS

BOOK 7538 PAGE 801

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. These Declaration of Covenants, Conditions, and Restrictions supersede those previously recorded in Deed Book 7358 Pages 656-665.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal the 20th day of April, 1988.

"Declarant"

Leader Enterprises, Inc.

BY: Wesley Hays
Wesley Hays, Vice-President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Wesley Hays, with whom I am personally acquainted and who upon his oath acknowledged himself to be the Vice-President of Leader Enterprises, Inc., the within named bargainer, a corporation, and that he as such Vice-President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by the said Wesley Hays as such Vice-President.

Witness my hand and official seal at office at Nashville, Tennessee, on this the 20th day of April, 1988.

My Commission Expires: MY COMMISSION EXPIRES NOV. 4, 1990 Rebecca Hoopasture
Notary Public



EXHIBIT "A"

BOOK 7538 PAGE 803

LAND in the 2nd Civil District of Davidson County, Tennessee, and being described according to a survey by Lichliter/Jameson & Associates, Inc., dated February 24, 1987, as follows:

BEGINNING at a spike (new) in the center of Smith Springs Road at the southwesterly corner of the property conveyed to the United States of America of record in Book 3891 at page 476, Register's Office for Davidson County, Tennessee; thence North $87^{\circ} 15' 01''$ West 165.39 feet to a spike (new); thence North $1^{\circ} 09' 03''$ East 1,146.80 feet to a monument (old); thence North $0^{\circ} 05' 58''$ East 100.00 feet to a monument (old); thence North $1^{\circ} 45' 53''$ East 1,259.41 feet to a monument (old); thence North $66^{\circ} 12' 07''$ East 461.61 feet to a monument (old); thence South $85^{\circ} 28' 21''$ East 68.74 feet to a pipe (old); thence South $0^{\circ} 11' 37''$ West 210.00 feet to an iron pin (new), the same being the southwesterly corner of the property conveyed to Odell Waldon of record in Book 3877 at page 685, said Register's Office; thence South $84^{\circ} 56' 27''$ East 210.00 feet to a pipe (old); thence South $0^{\circ} 08' 16''$ East 2,459.71 feet to an iron pin (new), 34.85 feet, more or less, from the center of Smith Springs Road, the same being the northeasterly corner of the property conveyed to the United States of America by deed of record in Book 3891 at page 476, said Register's Office; thence along the northerly margin of said USA property North $87^{\circ} 15' 01''$ West 602.85 feet to an iron pin (new); thence South $0^{\circ} 08' 16''$ East 34.85 feet to the point of beginning, containing 43.2182 acres, more or less.

BEING the same property conveyed to Brunson/Gregg, a Tennessee General Partnership composed of William J. Gregg, Sr., and Robert B. Brunson by deed from Cato A. Bass, Jr. and wife, Margaret Cox Bass of record in Book 7030 at page 770, Register's Office for said County.

Prepared by: Leader Enterprises, Inc.

FILE
61

PREPARED BY & RETURN TO:
WALT, DYER & JAMES, ATTY'S.
ONE BURTON HILLS BLYD., SUITE 130
NASHVILLE, TN 37215

AMENDMENT TO DECLARATION OF COVENANTS

CONDITIONS AND RESTRICTIONS

OF

CHATHAM POINTE SUBDIVISION

BOOK 7599 PAGE 812

THIS AMENDMENT is made on the date set out below by Leader Enterprises, Inc., known as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Davidson County, Tennessee described according to "exhibit A", attached hereto, and known as Chatham Pointe, a plat of which is of record in Book 6900, Page 444, 445, 446, 447, Register's Office for Davidson County, Tennessee: and,

WHEREAS, by prior instrument, Declarant created certain restrictions and conditions appurtenant to the property described in Exhibit "A", said declaration is of record in Book 7358, Pages 656-665, Register's Office for Davidson County, Tennessee; and,

WHEREAS, those restrictions and conditions were amended and superseded by instrument of record in Book 7538, Page 792, Register's Office for Davidson County, Tennessee; and,

WHEREAS, Declarant and Laurel Street Development Co., have and own all of the lots in Chatham Pointe Subdivision, and, as such, have the right to amend those restrictions; and,

WHEREAS, they do hereby amend the Declaration of Covenants, Conditions and Restrictions of Chatham Pointe Subdivision, as follows:

- 1) Article 1, Section 1 is amended to read:

Association shall mean and refer to Chatham Pointe Homeowner's Association, Inc., its successors and assigns.

In all places thereafter and for all purposes, the Association shall be Chatham Pointe Homeowner's Association, Inc., its successors and assigns.

- 2) Article IV, Section 3 in its entirety shall be deleted, and in its place, the following shall apply:

Section 3 Maximum Annual Assessment. Until January 1 of the year

49406

IDENTIFIED BY REFERENCE
JUL 15 10 00 AM '88
FELIX Z. WILSON, CLERK
DAVIDSON COUNTY, TENN.

Immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be ONE HUNDRED EIGHTY dollars (\$180.00) per lot.

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

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

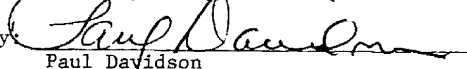
(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

3) Article III, shall be amended to add Section 3 as follows:


Section 3. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

These Amendments shall be binding on the owners of Chatham Pointe Sub-division, and shall run with the land and shall endure as stated in the Declaration of Covenants, Conditions and Restrictions of Chatham Pointe, as executed therein.

Leader Enterprises, Inc.

By: 
Paul Davidson

Laurel Street Development Co

By: 
Rodney I. Wise

By: 
Robert Bolster

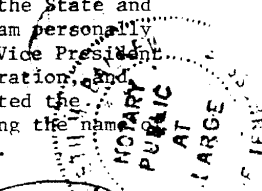
STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Paul Davidson with whom I am personally acquainted and who upon his oath acknowledged himself to be the Vice President of Leader Enterprises, Inc., the within named bargainer, a corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Paul Davidson as such Vice President.

Witness my hand and official seal at office at Nashville, Tennessee, on this 13 day of July, 1988.

commission expires:
11-12-89

[Signature]
Notary Public



STATE OF TENNESSEE
COUNTY OF DAVIDSON

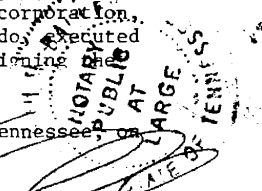
7159 07/15 0101 03CHECK 12.00

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Rodney I. Wise with whom I am personally acquainted and who upon his oath acknowledged himself to be the Secretary of Laurel Street Development Co., the within named bargainer, a corporation, and that he as such Sec. Wise, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Rodney I. Wise as such

Witness my hand and official seal at office at Nashville, Tennessee, on this 14 day of July, 1988.

commission expires:
11-12-89

[Signature]
Notary Public



STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Robert B. Bolster with whom I am personally acquainted and who upon his oath acknowledged himself to be the President of Laurel Street Development Co., the within named bargainer, a corporation, 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 the said Robert B. Bolster as such

Witness my hand and official seal at office at Nashville, Tennessee, on this 14 day of July, 1988.

commission expires:
11-12-89

[Signature]
Notary Public

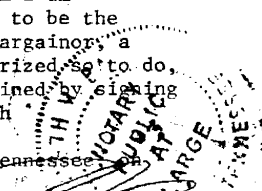


EXHIBIT "A"

BOOK 7599 PAGE 815

LAND in the 2nd Civil District of Davidson County, Tennessee, and being described according to a survey by Lichliter/Jameson & Associates, Inc., dated February 24, 1987, as follows:

BEGINNING at a spike (new) in the center of Smith Springs Road at the southwesterly corner of the property conveyed to the United States of America of record in Book 3891 at page 476, Register's Office for Davidson County, Tennessee; thence North 87° 15' 01" West 165.39 feet to a spike (new); thence North 1° 09' 03" East 1,146.80 feet to a monument (old); thence North 0° 05' 58" East 100.00 feet to a monument (old); thence North 66° 12' 07" East 461.61 feet to 1,259.41 feet to a monument (old); thence South 85° 28' 21" East 68.74 feet to a pipe (old); a monument (old); thence South 85° 28' 21" East 68.74 feet to a pipe (old); the southwesterly corner of the property conveyed to Odell Waldon of record in Book 3877 at page 685, said Register's Office; thence South 84° 56' 27" East 210.00 feet to a pipe (old); thence South 0° 08' 16" East 2,459.71 feet to an iron pin (new), 34.85 feet, more or less, from the center of Smith Springs Road, the same being the northeasterly corner of the property conveyed to the United States of America by deed of record in Book 3891 at page 476, said Register's Office; thence along the northerly margin of said USA property North 87° 15' 01" West 602.85 feet to an iron pin (new); thence South 0° 08' 16" East 34.85 feet to the point of beginning, containing 43.2182 acres, more or less.

BEING the same property conveyed to Brunson/Gregg, a Tennessee General Partnership composed of William J. Gregg, Sr., and Robert B. Brunson by deed from Cato A. Bass, Jr. and wife, Margaret Cox Bass of record in Book 7030 at page 770, Register's Office for said County.

Being the same property conveyed to Leader Enterprises, Inc., by deed of record in Book 7158, Page 24, Register's Office for Davidson County, Tennessee.

Demanded by: Leader Enterprises, Inc.

FILE BOX 61

Prepared by WALT, DYER & JAMES
ATTORNEYS AT LAW
ONE BURTON HILLS BLVD., SUITE 130
NASHVILLE, TN 37215

AMENDMENT TO DECLARATION OF COVENANTS

CONDITIONS AND RESTRICTIONS

OF

BOOK 8667 PAGE 381

CHATHAM POINTE SUBDIVISION

THIS AMENDMENT is made on the date set out below by Leader Enterprises, Inc., known as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Davidson County, Tennessee known as Chatham Pointe, a plat of which is of record in Book 6900, Page 444, 445, 446, 447, Register's Office for Davidson County, Tennessee to which reference is hereby made; and,

WHEREAS, by prior instrument, Declarant created certain restrictions and conditions appurtenant to the property, said declaration is of record in Book 7358, Pages 656-665, Register's Office for Davidson County, Tennessee; and,

WHEREAS, those restrictions and conditions were amended and superseded by instrument of record in Book 7538, Page 792, Register's Office for Davidson County, Tennessee, and amended in Book 7599, Page 812, said Register's Office; and,

WHEREAS, Declarant has the right to amend those restrictions; and,

WHEREAS, Declarant hereby amends the Declaration of Covenants, Conditions and Restrictions of Chatham Pointe Subdivision, as follows:

Protective Covenant number 3 is deleted in its entirety, and in the place the following shall be substituted:

3) The minimum ground floor heated area of the main building exclusive of open porches, carports, and garages shall be not less than 1200 square feet in the case of a one story residence and not less than 900 square feet in the case of a one and one half or two story residence, however, the total floor area of a one and one half or two story residence shall be not less than 1600 square feet.

These Amendments shall be binding on the owners of Chatham Pointe Subdivision, and shall run with the land and shall endure as stated in the Declaration of Covenants, Conditions and Restrictions of Chatham Pointe, as executed therein.

June 30, 1992

Leader Enterprises, Inc.

BY: 
Paul Davidson

1992 07/02 0101 03CHECK 8.00

24666

IDENTIF. REFERENCE

JUL 2 10 56 AM '92

FELIX Z. WILSON, CLERK
DAVIDSON COUNTY, TN.

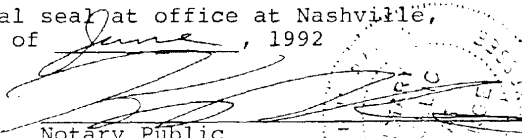
STATE OF TENNESSEE
COUNTY OF DAVIDSON

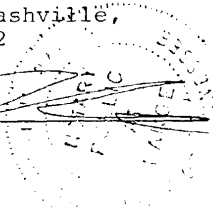
Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Paul Davidson with whom I am personally acquainted and who upon his oath acknowledged himself to be the Vice President of Leader Enterprises, Inc., the within named bargainer, a corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Paul Davidson as such Vice President.

Witness my hand and official seal at office at Nashville,
Tennessee on this 30 day of June, 1992

commission expires:

November 12, 1989


Notary Public



This instrument prepared by:

M. Andrew Hoover
Sherrard & Roe
424 Church Street
Suite 2000
Nashville, Tennessee 37219

BYLAWS
OF
CHATHAM POINTE HOMEOWNERS ASSOCIATION, INC.

28885

IDENTIF. REFERENCE

JUL 20 1 01 PM '92

FELIX A. ROBERTS REGISTER
DAVIDSON COUNTY TN.

PICK-UP

7054 07/20 0101 03CHECK

28.00

ARTICLE 1: DEFINITIONS

The words defined in the Chatham Pointe Amended Declaration of Covenants, Conditions, and Restrictions recorded in Book 7538, Page 792, Registers' Office for Davidson County, Tennessee (hereinafter referred to as the "Declaration"), shall have the same meaning in these Corporate Bylaws.

ARTICLE 2: OFFICES

2.01. Offices. The corporation may have offices at such places both within and without the State of Tennessee as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE 3: MEMBERS AND MEMBERSHIP PRIVILEGES

3.01. Membership. Each Owner shall be a Member of the corporation and no other person or entity shall automatically be entitled to membership. No person entitled to membership privileges shall be entitled to vote in the Association and shall not be considered a "Member" for any other purpose. No Member shall be required to pay any consideration whatsoever solely for his membership in the corporation.

ARTICLE 4: MEETINGS OF MEMBERS

4.01. Place of Meetings. Meetings of the Members of the corporation may be held at a place to be determined by the Board of Directors within Nashville, Davidson County, Tennessee.

4.02. Annual Meeting. Unless otherwise specified in a written notice from the Board of Directors, an annual meeting of the Members of the corporation shall be held each year on the second Thursday of the third month following the close of the fiscal year if not a legal holiday, and if a legal holiday, then on the next secular day following, at 7:00 p.m. at which time the Members shall elect a Board of Directors, and shall transact such other business as may properly be brought before the meeting. Provided, however, the annual meeting must be held no later than forty-five (45) days from the original scheduled date.

4.03. Special Meeting. Special meetings of the Members, for any purpose or purposes, may be called by the president, the Board of Directors, or by Members having not less than five (5%) percent of the total percentage values of those votes entitled to be cast at such meeting. Business transacted at all special meetings shall be confined to the objects stated in the notice of such meeting.

4.04. Notice. Written or printed notice stating 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, shall be delivered not less than fifteen (15) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the president, the secretary, or the officer or person calling the meeting, to each Member of the corporation entitled to vote at such meeting.

4.05 Quorum. The presence in person or by proxy of more than ten (10%) percent of the percentage values of those votes entitled to be cast at a meeting of the Members and at least ten percent (10%) of the percentage values of each class of Members shall constitute a quorum at all meetings of the Members for the transaction of business. If, however, the Members entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted at which might have been transacted at the meeting as originally notified.

4.06. Majority Vote; Withdrawal of Quorum. When a quorum is present at any meeting, the vote of the holders of more than fifty per cent (50%) of the percentage values of those votes entitled to be cast of Members qualified to vote and present in person or by proxy, 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 Bylaws, 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.

4.07. Method of Voting; Proxies. Each Member shall be entitled to a vote for each Lot owned by such Member. The vote of each Member may only be cast by such Member or by a proxy given by such Member to his duly authorized representative bearing a date not more than eleven months prior to such meeting. Such proxy shall be filed with the secretary of the corporation prior to or at the time of the meeting. If title to a Lot shall be in the name of two or more persons as Coowners, all of such persons shall be Members of the corporation and are referred to herein as "Joint Coowners". Any one of such Joint Coowners may vote at any meeting of the Members of the corporation and such vote shall be binding upon such other Joint Coowners who are not present at such meeting until written notice to the contrary has been received by the Board of Directors in which case the unanimous vote of all such Joint Coowners (in person or by proxy) shall be required to cast their vote as Members. If two or more of such Joint Coowners are present at any meeting, their unanimous action shall also be present at any meeting, their unanimous action shall also be required to cast their vote as Members of the corporation.

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

ARTICLE 5: DIRECTORS

5.01. 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 Bylaws, directed or required to be exercised or done by the Members.

5.02. 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 a partner or employee of the Developer, or its subsidiaries or affiliates. The Members of the initial Board of Directors shall serve terms of two (2) years until the annual meeting of Members following such election in the designated term of office of such Directors. Each Director elected to replace an original Director upon the expiration of his term of office

shall serve for a term of office ending with the *third* annual meeting of Members following his election or until his successor shall be elected and shall qualify. The Directors shall be appointed by a nominating committee appointed by the Board of Directors, or in the event the Board of Directors cannot or does not appoint such nominating committee, such nominating committee shall be appointed by the holder or holders of a majority of the percentage values of those votes entitled to be cast at any meeting of the Members. Directors shall serve without compensation.

5.03. Removal; Change in Number; Vacancies. Any Director may be removed either for or without cause, at any special meeting of the Members of the corporation 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 of any Director or otherwise, a successor or successors may be chosen at a special meeting of 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 Members or at a special meeting of Members called for that purpose.

5.04. Place of Meetings. The Directors of the corporation shall hold their meetings, both regular and special within Davidson County, Tennessee.

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

5.06. 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.

5.07. Special Meetings. Special meetings of the Board of Directors may be called by the president on a three (3) days notice to each Director, either personally or by mail or by telegram; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two (2) Directors. Except as may be otherwise expressly provided by statute, the Charter or these Bylaws, neither the business to be transacted at, nor the purpose of, any special meeting need be specified in a notice or waiver of notice.

5.08. 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 and the act of a majority of the Directors, when present at any 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 Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

5.09. 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 Control Committee, a Nominating Committee for members of the Board of Directors and such other committees as deemed necessary to consist of two (2) or more of the Directors of the corporation. 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.

5.10. 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, or by the president thereunto authorized by a like resolution of the Board of Directors. Membership on such committees may, but need not be, limited to Directors or Members of the corporation.

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

5.12. Managing Agents. The Board of Directors may employ for the corporation a management agent at a compensation established by the Board of Directors and such management agent shall perform such duties and services with respect to the Chatham Pointe Subdivision as the Board of Directors shall authorize, and the Board of Directors may delegate to such management agent such duties with respect to management, repair and maintenance of the Chatham Pointe Subdivision which are not by statute, the Declaration, the Charter or these Corporate Bylaws, required to be performed by or have the approval of the Board of Directors or the Members of the corporation.

ARTICLE 6: NOTICES

6.01. Method. Whenever notice is required to be given to any Director or Member, and no provision is made as to how such notice shall be given, it shall not be construed to mean personal notice, but any such notice may be given in writing, by mail, postage prepaid, addressed to such Director or Member at such address as appears on the records of the corporation. Any notice required or permitted to be given by mail shall be deemed to be given at the time when the same shall be thus deposited in the United States mails as aforesaid.

6.02. Waiver. Whenever any notice is required to be given to any Member or Director of the corporation a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated in such notice, shall be deemed equivalent to the giving of such notice.

ARTICLE 7: OFFICERS

7.01. 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. 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.

7.02. Election. The Board of Directors at its first meeting after each annual meeting of Members shall choose a president, a secretary, and a treasurer, all of whom shall be members of the Board.

7.03. 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 and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

7.04. Term of Office; Removal. Each officer of the corporation shall hold office until the annual meeting of the Board of Directors next following his election and thereafter until his successor is chosen and qualified in his stead or until his death or until his 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, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. If the office of any officer become vacant for any reason, the vacancy may be filled by the Board of Directors.

7.05. President. The president shall be the chief executive officer of the corporation; he 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.

7.06. Secretary. The secretary shall attend all sessions of the Board of Directors and all meetings of the Members and 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. He 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, under whose supervision he shall be.

7.07. Managing Agent. The managing agent shall not be deemed an officer of the corporation but shall have the custody of the corporate funds and securities and 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. He shall disburse the funds of the corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the president and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as treasurer and of the financial condition of the corporation, and shall perform such other duties as the Board of Directors may prescribe. If required by the Board of Directors, he 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 his office and for the restoration to the corporation, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.01. Reserves. There may be created by resolution of the Board of Directors 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 Chatham Pointe, or for such other purposes as the Directors shall think beneficial to the corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

8.02. 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 of Directors may from time to time designate.

8.03. Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

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

8.05. Indemnification. The corporation shall indemnify any Director, officer, or employee, 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 as to which he shall be adjudged in such action, suit, or proceeding to be liable for gross negligence or willful

misconduct in the performance of 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 a committee of the Directors not involved in the matter of controversy, whether or not a quorum, that it was to the interests 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 bylaw, agreement, vote of Members or otherwise.

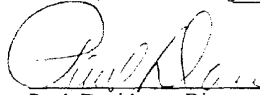
8.06. Inconsistencies. In the event these Bylaws shall be inconsistent with the Declaration, then the Declaration shall be controlling.

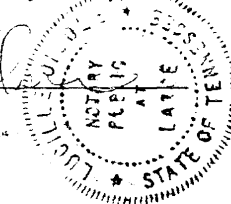
8.07. Amendment of Bylaws. These bylaws may not be altered, amended or repealed except by the affirmative vote of more than fifty (50) per cent of the percentage values of those votes entitled to be cast by Members qualified to vote. Notwithstanding the foregoing, for so long as the Developer maintains its weighted vote as described in paragraph 4.2 of the Declaration, any and all amendments to these Bylaws shall be subject to the veto of the Veteran's Administration or the Federal Housing Administration.

8.08. Table of Contents; Headings. The table of contents and headings used in these bylaws have been inserted for administrative convenience only and do not constitute matter to be construed in interpretation.

CERTIFICATION

I hereby certify that the foregoing Bylaws were adopted by the Board of Directors of Chatham Pointe Homeowners Association, Inc. on the 20th day of July, 1992.



Paul Davidson, Director



STATE OF TENNESSEE)
COUNTY OF _____)

Before me, Lucille Diddle, a Notary Public in and for the County and State aforesaid, personally appeared Paul Davidson, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at office in Nashville, Tennessee, this 20th day of July, 1992.


Notary Public

My Commission Expires:
My Commission Expires JAN. 22, 1995

Secretary of State
Corporations Section
James K. Polk Building, Suite 1800
Nashville, Tennessee 37219

BOOK 7597 PAGE 977

DATE: 07/13/88
REQUEST NUMBER: 872-0360
TELEPHONE CONTACT: (615) 741-0537
FILE DATE/TIME: 07/13/88 1010
EFFECTIVE DATE/TIME: 07/13/88 1010
CONTROL NUMBER: 0205105

TO:
WALT, DYER AND JAMES-NASHVILLE
ONE BURTON HILLS BLV
STE-130
NASHVILLE, TN 37215

RE:
CHATHAM POINTE HOMEOWNERS ASSOCIATION, INC.
CHARTER - NONPROFIT

CONGRATULATIONS UPON THE INCORPORATION OF THE ABOVE ENTITY IN THE STATE OF TENNESSEE. THE CHARTER DOCUMENT IS ENCLOSED AND IS EFFECTIVE AS INDICATED 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.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF THE STATE ON OR BEFORE THE FIRST DAY OF THE FOURTH MONTH FOLLOWING EACH ANNIVERSARY DATE OF INCORPORATION. THIS OFFICE WILL MAIL THE REPORT DURING THE ANNIVERSARY MONTH 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.

48704

IDENTIF. REFERENCE

JUL 13 11 02 AM '88

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

5339 07/13 0101 03CHECK 5.00

FOR: CHARTER - NONPROFIT

RECEIVED: \$50.00

ON DATE: 07/13/88

FROM:
WALT, DYER AND JAMES-NASHVILLE
ONE BURTON HILLS BLV
STE-130
NASHVILLE, TN 37215

RECEIPT NUMBER: 00000806545
ACCOUNT NUMBER: 00000540



Gentry Crowell

GENTRY CROWELL
SECRETARY OF STATE

FILED

RECEIVED
STATE OF TENNESSEE

1988 JUL 13 AM 10:10

GENTRY COWELL
SECRETARY OF STATE

*File
61*

TO BE PREPARED BY & RETURN TO:
WALT, DYER & JAMES, ATTYS.
ONE BURTON HILLS BLVD., SUITE 130
NASHVILLE, TN 37215

CORPORATE CHARTER FOR
CHATHAM POINTE HOMEOWNERS ASSOCIATION, INC.
A Tennessee Nonprofit Corporation

BOOK 7597 PAGE 978

Comes now, the undersigned natural person having the capacity to contract and to serve as an incorporator under the Tennessee Nonprofit Corporation Act, who does hereby adopt the following corporate charter.

1. The name of the Corporation shall be Chatham Pointe Homeowners Association, Inc.

2. This Corporation is a mutual benefit corporation and is not a religious corporation.

3. The name, complete address, and county of the registered agent and registered office of this Corporation is:

James A. Waechter, Attorney
One Burton Hills Blvd., Suite 130
Nashville, TN 37215
County of Davidson

4. The name and complete address of each incorporator of this Corporation is:

James A. Waechter, Attorney
One Burton Hills Blvd., Suite 130
Nashville, TN 37215
County of Davidson

5. The complete address of the Corporation's principal office is:

Chatham Pointe Homeowners Association, Inc.
c/o Paul Davidson
c/o Walt, Dyer & James, Attorneys
One Burton Hills Blvd., Suite 130
Nashville, TN 37215
County of Davidson

6. The Corporation is not for profit, and no stock shall be issued.

PREPARED BY & RETURN TO
WALT, DYER & JAMES, ATTYS.
ONE BURTON HILLS BLVD., SUITE 130
NASHVILLE, TN 37015

RECEIVED
STATE OF TENNESSEE

The Corporation will have members, the classes of which and
their respective rights shall be defined in the ByLaws of the Corporation.

The initial Directors of the Corporation are:

BOOK 7597 PAGE 979

Paul Davidson
c/o Leader Enterprises, Inc.
8121 Walnut Run Road
Cordova, TN 38018
County of Shelby

Wesley Hays
c/o Leader Enterprises, Inc.
8121 Walnut Run Road
Cordova, TN 38018
County of Shelby

9. Upon dissolution of the Corporation, the assets of the Corporation shall be distributed to the members or the mortgagees of the members, as designated in the ByLaws of the Corporation.

10. The purpose or purposes of the Corporation are as follows:

To manage, direct, maintain and regulate the Chatham Pointe Homeowners Association, Inc.; and to own and take title to and mortgage the common areas, to have the power to levy and enforce assessments, and to generally carry on the management duties of a homeowners association, and to carry out any and all purposes allowed under the provisions of the Tennessee Nonprofit Corporation Act.

11. To the fullest extent allowed by Tennessee law, the directors and/or officers, and/or members of the Corporation shall not be personally liable for their acts and/or omissions and/or the acts and omissions and/or any other liabilities of the Corporation.

Executed this 13th day of July, 1988


Incorporator - James A. Waechter