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PART

DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
STONEHENGE

THIS DECLARATION, made this 11<sup>th</sup> day of July, 1973, by F. MURRAY PARKER BUILDERS, INC. and WALL CONSTRUCTION COMPANY, INC. hereinafter jointly called the "Developer;"

W I T N E S S E T H

WHEREAS, the Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon an exclusive residential community to be named "STONEHENGE" with permanent parks, playgrounds, greenbelts, open spaces, walkways and other facilities for the benefit of the said community through the granting of specific rights, privileges and easements of enjoyment which may be shared and enjoyed by all residents of STONEHENGE; and

WHEREAS, the Developer desires to insure the attractiveness of the individual lots and community facilities within STONEHENGE and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of the said property and to provide for the maintenance and operation of said parks, playgrounds, greenbelts, open spaces, walkways and other community facilities; and, to this end, desires to subject the real property described in Article II of this Declaration to the covenants, conditions, restrictions, easements, agreements, charges and liens (hereinafter sometimes referred to as the "covenants and restrictions") hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, the Developer desires that such parks, playgrounds, greenbelts, open spaces, walkways and other facilities be owned, maintained and administered exclusively for the benefit of all residents of STONEHENGE and be designated "ASSOCIATION PROPERTIES"; and

WHEREAS, the Developer has deemed it desirable, for the efficient preservation, protection and enhancement of the values and amenities in STONEHENGE and to insure the residents' enjoyment of the specific rights, privileges and easements in the Association Properties and facilities, to create an organization to which should be delegated and assigned the powers of owning, maintaining and administering the Association Properties and facilities, administering and enforcing the covenants and restrictions related thereto and collecting and disbursing the Association assessments and charges hereinafter created; and

WHEREAS, STONEHENGE (hereinafter sometimes referred to as the "Association"), has been incorporated under the laws of the State of Tennessee, as a non-profit corporation, for the purpose of exercising the functions aforesaid within the property described and referred to in Article II of this Declaration;

NOW, THEREFORE, the Developer declares that the real property described in Article II of this Declaration is and shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Declaration and to the covenants and restrictions hereinafter set forth. Every grantee of any interest in such real property, by acceptance of a deed or other conveyance of such

interest, whether or not it shall be so expressed in any such deed or other conveyance, whether or not such deed or other conveyance shall be signed by such person and whether or not such person shall otherwise consent in writing, shall take subject to this Declaration and to the covenants and restrictions hereof and shall be deemed to have assented to said covenants and restrictions.

## ARTICLE I

### Definitions

Section 1. Definitions. The following words when used in this Declaration, unless the context shall prohibit, shall have the following meanings:

(a) "STONEHENGE" shall mean and refer to all that tract or parcel of land described in Article II of this Declaration.

(b) "Association Properties" shall mean and refer to all lands labeled "common area" in STONEHENGE, Section One, which is more fully set forth in Article II of this Declaration, as well as all land, improvements and other properties hereafter owned, leased, or in the possession of the Association.

(c) "Lot" shall mean and refer to any plot of land shown as a numbered parcel on the plat of survey referred to in Article II of this Declaration as the same may be revised, modified or amended from time to time.

(d) "Person" shall mean and refer to an individual, corporation, partnership, association, trust or any other legal entity.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any lot, excluding, however, those persons having such interest merely as security for the performance of an obligation.

(f) "Developer" shall mean and refer to F. MURRAY PARKER BUILDERS, INC. and WALL CONSTRUCTION COMPANY, INC., corporations of the State of Tennessee, having their principal office at Brentwood, Williamson County, Tennessee, their successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the said F. MURRAY PARKER BUILDERS, INC. and WALL CONSTRUCTION COMPANY, INC. for the purpose of development.

(g) "Mortgage" shall mean and refer to any security instrument by means of which title to property is conveyed or encumbered to secure a debt including but without limiting the generality of the foregoing, Security Deeds and Deeds to Secure Debt.

(h) "Mortgagee" shall mean and refer to any one or more persons who hold a recorded or unrecorded mortgage or mortgages.

## ARTICLE II

### Property Subject to This Declaration

Section 1. Property Hereby Subjected to this Declaration. The real property which is and shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Declaration is that certain tract of land lying and being in the 15th Civil District of Williamson County, City of Brentwood, State of Tennessee, subdivided as "STONEHENGE" into several Sections, "Section One"

of which is as shown on plat of survey made by George Anton, dated June 30, 1972, and recorded contemporaneously herewith in Plat Book 4, page 62 in the Office of the Register of Williamson County, Tennessee. The remaining sections of STONEHENGE shall be laid out and subdivided by the Developer in harmony with and contiguous to said Section One, with plats of survey being likewise filed in the Office of said Register; a copy of said description is attached hereto as Exhibit A to this instrument.

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

The Developer, its heirs and assigns shall have the right to bring within the scheme of this Declaration additional properties in future stages of development provided that such additions are in accord with a general plan of development prepared prior to the sale of any lot. The Developer has prepared a general plan of development on properties for additional stages of STONEHENGE, the total plan as shown in Plat Books 4 page 62 and 5 page 2 Register's Office for Williamson County, Tennessee, and contemplates that said Section Two shall become an addition to the existing property and subject to this Declaration.

The additions authorized under this and the succeeding subsection shall be made by filing of record a Supplementary Declaration of covenants and restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the Existing Property.

Other Additions. Upon approval in writing of the Association pursuant to a vote of its members as provided in its Articles of Incorporation, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions, as described in the preceding paragraphs.

Section 3. Mergers. Pursuant to a merger or consolidation of the Association, the properties, rights and obligations of such corporation or corporations may be transferred to another non-profit corporation, or the properties, rights and obligations of another non-profit corporation may be transferred to the Association. The surviving or consolidated corporation may administer the covenants and restrictions applicable to the property described in Article II of this Declaration together with the covenants and restrictions which either the merging corporation or corporations or the surviving or consolidated corporation was, or were, otherwise entitled to administer. No such merger or consolidation, however, shall effect any

revocation, change or addition to the covenants and restrictions hereby made applicable to the property described in Article II of this Declaration, except that the members of the Association may, as an incident to any such merger or consolidation, make changes in the method of calculating and the maximum amount of the annual assessments and may authorize special assessments as provided herein.

### ARTICLE III

#### Membership and Voting Rights in the Association

Section 1. Membership. Every person who is a record owner of a fee or undivided fee interest in any lot situated within STONEHENGE shall automatically be a member of the Association; provided, however, that any such person who holds such interest merely as security for the performance of an obligation shall not be a member, except as hereinafter set forth and set forth in the By-Laws of the Association, which are incorporated herein by reference. Other persons who are or will become members of the Association are those specified in the Association's By-Laws, as amended from time to time.

Section 2. Voting Rights. Subject to the following provisions of this Section 2, the Association shall have two classes of voting membership: Class A and Class B.

(a) Class A. Class A members shall be all those persons holding an interest required for membership as specified in Section 1 of this Article III with the exception of the Developer. Class A membership shall be a non-voting membership except on such matters and in such events as are hereinafter specified. Class A members shall be entitled to full voting privileges (1) at such time as the Class B member no longer owns primarily for the purpose of sale any lot situated within STONEHENGE, (2) at such time as the Class B member may so designate by notice in writing delivered to the Association, or (3) on September 1, 1978, whichever event shall first occur. Before the earlier of these events, Class A members shall be entitled to vote only on any proposal to change the method of calculating the maximum amount of the annual assessments to be levied by the Association, on any proposal not to repair or reconstruct any damage or destruction to the Association Properties and facilities, on any proposal of merger, consolidation or dissolution.

When entitled to vote, Class A members shall be entitled to one vote for each lot in which they hold any interest required for membership by Section 1 of this Article III. When more than one person holds such interest or interests in any lot, the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot. In the event of disagreement among such persons and an attempt by two or more of them to cast the vote of such lot, such persons shall not be recognized and the vote of such lot shall not be counted.

(b) Class B. The Developer and/or its assigns shall be the sole Class B member. Class B membership shall be a full voting membership and the Class B member shall be entitled to vote on all matters and in all events. The Class B member shall be entitled to one vote for each lot in which it holds any interest required for membership by Section 1 of this Article III. At such time as the Class A members shall be entitled to full voting privileges, the Class B membership shall automatically terminate and cease to exist, in which event the Class B member shall be and become a Class A member insofar as it may then hold any interest required for membership by Section 1 of this Article III.

(c) Casting of Votes. The votes of the members shall be cast under rules and procedures as may be prescribed in this Declaration or in the By-Laws of the Association, as amended from time to time, or by law.

Section 3. Suspension of Membership Rights. The membership rights of any member, including the right to vote, may be suspended by the Association's Board of Directors pursuant to authority granted in the Association's By-Laws, as amended from time to time. Any such suspension shall not effect such member's obligation to pay assessments coming due during the period of suspension and shall not affect the permanent charge and lien on the member's property in favor of the Association.

Section 4. Meetings of the Membership. All matters concerning meetings of members of the Association, including the time in which and the manner in which notice of any of said meetings shall be given to said members and the quorum required for the transaction of business at any of said meetings, shall be as specified in this Declaration or in the By-Laws of the Association, as amended from time to time, or by law.

#### ARTICLE IV

##### Property Rights in the Association Properties

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 below, every member of the Association shall have a right and easement of enjoyment in and to the Association Properties and such easement shall be appurtenant to and shall pass with the title to every lot situated within STONEHENGE.

Section 2. Title to Association Properties. Notwithstanding the responsibility of the Association to maintain, repair, replace and operate the Association Properties, as provided in Article III of this Declaration, the Developer may retain the legal title to the Association Properties thus labeled on the plat of survey referred to in Article II of this Declaration, as the same may be revised, modified or amended from time to time, until such time as, it has completed improvements thereon and until such time as, in the opinion of the Developer, The Association is able to maintain the same, but, notwithstanding any other provision herein, the Developer hereby covenants that it shall convey the Association Properties to the Association not later than September 1, 1978.

Section 3. Easements Subject to Certain Rights of Developer and the Association  
The members' rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Developer to the exclusive use of such portion of the Association Properties, improved or unimproved, as it, in the exercise of its sole discretion, may deem necessary or advisable for or as may be reasonably required, convenient or incidental to the construction of improvements within STONEHENGE (including any section thereof) and the sale of lots contained therein including,

but not limited to, sales and business offices, storage areas, construction yards and signs; the right of the Developer to an easement over and across said land for the construction of roads, for utilities, sewers, and for the furtherance and completion of construction of improvements on all lots in each section of STONEHENGE. Such right of the Developer shall and does exist notwithstanding any provisions of this Declaration which might be construed to the contrary; until such time as the Developer no longer owns primarily for the purpose of sale any lot situated within STONEHENGE (including any section thereof); and without affecting any member's obligation to pay assessments coming due during such period of time or the permanent charge and lien on any member's property in favor of the Association.

(b) The right of the Developer and/or the Association to borrow money for the purpose of improving the Association Properties and in aid thereof to mortgage or otherwise burden or encumber said properties. In the event of a default upon any such mortgage or other burden or encumbrance, the lender shall have a right, after taking possession of such properties (where such right to possession exists), to charge admission and other fees as a condition to continued enjoyment by the member and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage or other debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the members hereunder shall be fully restored; and

(c) The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and

(d) The right of the Association, as provided in its By-Laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for such period as it considers appropriate for any infraction of its published rules and regulations; and

(e) The right of the Association to charge reasonable admission and other fees for the use of the Association Properties; and

(f) The right of the Association to dedicate or transfer all or any part of the Association Properties to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the members entitled to vote thereon, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by members of the Association entitled to cast two-thirds (2/3) of the total votes of all classes of members entitled to vote has been recorded, agreeing to such dedication, transfer, purpose or condition, and written notice of the proposed agreement and action thereunder is sent to every member entitled to vote at least thirty (30) days in advance of any action taken.

(g) The right of the Association to grant such easements and rights-of-way to such utility companies or public agencies or authorities as it shall deem necessary for the proper servicing and maintenance of the privately owned Association Properties even though said Association Properties be owned by the Association; and

(h) The right of the Developer to impose reasonable covenants and restrictions in respect to such Association Properties in addition to those set forth herein, at the time of conveyance of such Properties to the Association and such covenants and restrictions are hereby incorporated by reference and made part of this Declaration.

Section 4. Extension of Rights and Benefits. Every member of the Association shall have the right to extend the rights and easements of enjoyment vested in him under this Article IV to each of his tenants and to each member of his family who resides with him within STONEHENGE and to such other persons as may be permitted by the Association's Board of Directors.

Assessments

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each owner of any lot situated within STONEHENGE (except lots owned by the Developer), by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association (a) annual assessments and charges and (b) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided 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 such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied under this Article V shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of STONEHENGE and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and relating to the use and enjoyment of the Association Properties including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. Such portion of the annual assessments levied by the Association under this Article V as may be necessary for such purpose shall be devoted to promoting the recreation, health, safety and welfare of the residents of STONEHENGE by providing insurance on all improvements constructed or to be constructed on the Association property situated within STONEHENGE and by establishing and maintaining reserves for the maintenance, repair, replacement and operation of the improvements situated within STONEHENGE which comprise a portion of the Association Properties.

Section 3. Initial Contributions by Developer. As each residential home and lot in STONEHENGE is sold and/or a permanent loan placed thereon, then from such sale or loan proceeds payable to the Developer it will pay to the Association the sum of \$100.00 to be used and applied as provided in Section 2 of this Article V.

Section 4. Commencement of Annual Assessments. There shall be no annual assessments until on and after September 1, 1973, at which time all owners then liable for assessments shall, for this purpose only, be deemed to have had their respective lot conveyed as of such date.

Thereafter:

(a) Due Dates. The annual assessments payable to the Association, as provided in this Article V, shall be established on a calendar year basis and shall commence as to each lot conveyed by the Developer to an owner on the date of each such conveyance. The first annual assessment payable to the Association shall be adjusted according to the number of days remaining in the calendar year following the date of conveyance. Except for that portion of each such adjusted assessment payable to the Association as may be attributable to the number of days remaining in the month of conveyance which shall be payable to the Association at the time of such conveyance, each such adjusted assessment shall be paid by

the owner to the Association in equal monthly installments commencing on the first day of the month following such conveyance. The Association's Board of Directors shall fix the amount of the annual assessment payable to the Association against each lot and send written notice of same to every owner subject thereto at least thirty (30) days in advance of each annual assessment period. Unless otherwise provided by the Association's Board of Directors, one-twelfth (1/12) of the annual assessment for each lot shall become due and payable to the Association on the first day of each month during the assessment period and shall be paid to the Association when due without further notice from the Association; provided, however, that each owner shall have the right to prepay any one or more installments on any date on which any installment shall become due and payable.

(b) Certificate of Payment. The Association shall upon demand at any time, furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. A reasonable charge, as determined by the Board of Directors, may be made for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 5. Basis and Maximum of Annual Assessments. The initial maximum annual assessment shall be at the rate of \$180.00 per lot. Thus, commencing September 1, 1973, the assessment shall be \$60.00 per lot payable to the Association, being twenty-five (25%) percent of such annual rate so as to prorate such assessment over the remaining four (4) months of the calendar year 1973. From and after January 1, 1974, the maximum annual assessments shall be adjusted, effective January 1st each year and without a vote of the owners, so that the maximum annual assessments for each year shall bear the same ratios to the Nashville, Tennessee, Consumer Price Index for Urban Wage Earners and Clerical Workers, (published by the Department of Labor, Washington, D.C.), for the preceding year, as the amounts specified above bear to the consumer Price Index figure for the current year of assessment. The maximum annual assessments may be increased above those established by the Consumer Price Index formulas as provided in Section 6 of this Article V. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the actual annual assessments at amounts not in excess of the maximums.

Section 6. Change in Basis and Maximum of Annual Assessments. From and after January 1, 1974, the maximum annual assessments may be increased above those established by the Consumer Price Index formula in the following manner: In the case of assessments as to any such increase of more than fifty percent (50%) in the established maximum assessments shall require the assent of two-thirds (2/3) of the total votes of all classes of members who are voting upon written ballot which shall be sent to all members at least thirty (30) days in advance of the canvass thereof; an increase of fifty percent (50%) or less shall require the assent of two-thirds (2/3) of the total vote of all classes of members who are voting in person or by proxy or through a representative (as provided for in the By-Laws of the Association) at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 7. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon their respective Properties, including the necessary fixtures and personal property related thereto, subject however, to the following: In the case of any special assessment levied by the Association, in excess of \$50.00 per lot for any assessment year shall require the assent of



two-thirds (2/3) of the total votes of all classes of members who are voting upon written ballot which shall be sent to all members at least thirty (30) days in advance of the canvass thereof; special assessments in the amount of \$50.00 or less per lot shall require the assent of two-thirds (2/3) of the total votes of all classes of members who are voting in person or by proxy or through a representative (as provided for in the By-Laws of the Association) at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 8. Quorum for Any Action to Increase Annual Maximum and for Special Assessments. The quorum required for any action authorized by Sections 6 and 7 of this Article V hereof shall be as follows: At the first meeting called, as provided in Sections 6 and 7 hereof, the presence at the meeting of members or of proxies or of representatives entitled to cast sixty percent (60%) of the total votes of all classes of members shall constitute a quorum. In the case of any vote by written ballot, as provided in Sections 6 and 7 hereof, a return at the first canvass of ballots representing sixty percent (60%) of the total votes of all classes of members shall constitute a quorum. If the required quorum is not forthcoming at any meeting or canvass, another meeting or canvass may be called, subject to the notice requirements set forth in Sections 6 and 7 hereof, and the required quorum at any such subsequent meeting or canvass shall be one-half (1/2) of the required quorum at the preceding meeting or canvass, provided that no such subsequent meeting shall be held or canvass taken more than sixty (60) days following the preceding meeting or canvass.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of the Association.

(a) If an assessment is not paid on the date when due (being the dates specified in Section 4 of this Article V), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives, successors and assigns; in addition thereto, the personal obligation of the delinquent owner to pay such assessment shall continue as a personal obligation, and such owner and such successors in title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such owner and such successors in title to the contrary.

(b) If an assessment is not paid within thirty (30) days after the delinquency date, such full assessment shall be automatically accelerated as to any balance then due and shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring legal action against the owner personally obligated to pay the same or foreclose its lien against such owner's lot, in which event, interests and costs, plus attorney's fees equal to fifteen percent (15%) of the principal amount shall be added to the amount of such assessment as may then be due. Each owner, by his acceptance of a deed or other conveyance to a lot, vests in the Association or its agents the right and power to bring all actions against him personally for the collection of such charges as a debt and to foreclose the aforesaid lien in any appropriate proceeding in law or in equity. The lien provided for in this Article V shall be in favor of the Association and shall be for the benefit of all other owners. The Association acting on behalf of the owners, shall have the power to bid in the lot at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Association Properties and facilities or by abandonment of his lot.

(c) If an assessment is not paid within thirty (30) days after the delinquency date, the Association may also suspend the membership rights of the delinquent owner pursuant to authority granted in the By-Laws, as amended from time to time, including the right to vote, the right of enjoyment in and to the Association Properties and facilities and the right to receive and enjoy such services and other benefits as may then be provided by the Association. Any such suspension shall not affect such owner's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent charge and lien on such owner's property in favor of the Association.

Section 10. Subordination of the Charges and Liens to Mortgages.

(a) The liens and permanent charges of all assessments and charges authorized herein (annual, special or otherwise) with respect to any lot is hereby made subordinate to the lien of any first mortgage placed on such lot, if all assessments and charges with respect to such lot authorized herein having a due date on or prior to the date such mortgage is filed for record have been paid. The liens and permanent charges hereby subordinated are only such liens and charges as relate to assessments and charges authorized hereunder having a due date subsequent to the date such mortgage is filed for record and prior to the satisfaction, cancellation or foreclosure of such mortgage or the sale or transfer of the mortgaged property pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the mortgaged property pursuant to a sale under power contained in such mortgage.

(b) Such subordination is merely a subordination and shall not relieve the owner of the mortgaged property of his personal obligation to pay all assessments and charges coming due at a time when he is the owner of such property; and shall not relieve such property from the liens and permanent charges provided for herein (except to the extent a subordinated lien and permanent charge is extinguished as a result of such subordination as against a mortgagee or such mortgagee's assignee or transferee by foreclosure or by sale or transfer in any proceeding in lieu of foreclosure or by sale under power); and no sale or transfer of such property to the mortgagee or to any other person pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure, or pursuant to a sale under power, shall relieve any existing or previous owner of such property of any personal obligation, or relieve such property or the then owner of such property from liability for any assessments or charges authorized hereunder coming due after such sale or transfer.

(c) Notwithstanding the foregoing, the Association's Board of Directors may at any time, either before or after any mortgage or mortgages are placed on such property, waive, relinquish or quit-claim in whole or in part the right of the Association to assessments and other charges collectible by the Association hereunder with respect to such property coming due during the period while such property is or may be held by a mortgagee or mortgagees pursuant to such sale or transfer.

Section 11. Exempt Property. Each lot situated within STONEHENGE shall be exempt from the assessments, charges and liens created herein until conveyed by the Developer or his assignee to another owner. The following property subject to this Declaration shall also be exempt from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated to and accepted by a local public authority and devoted to public use; and (b) all Association Properties as defined in Article I, Section 1, hereof.

Administration

Section 1. Responsibility for Administration. The administration of the property subject to the jurisdiction of the Association, the maintenance, repair, replacement and operation of the Association Properties and facilities and those acts required of the Association by this Declaration shall be the responsibility of the Association. Such administration shall be governed by this Declaration and the Articles of Incorporation and By-Laws, as amended from time to time, of the Association. The powers and duties of the Association shall be those set forth in said documents, together with those reasonably implied to effect their respective purposes, and shall be exercised in the manner provided therein.

Because of the importance to both the Developer and individual lot owners of properly maintained Association Properties, it is expressly made a part of the agreement of this Declaration that the Developer shall maintain the Association Properties until 75% of the lots (said lots having improvements thereon) have been sold or until September 1, 1978, whichever is sooner. For such maintenance, including repairs, the Developer shall make a reasonable charge and shall include a profit for the Developer in keeping with the standard profits for the same or similar work earned by contractors in the general area of Williamson and Davidson Counties. After 75% occupancy or September 1, 1978, whichever is sooner, the Association shall contract with any party it desires for such maintenance work.

Section 2. Management Agreements. The Association's Board of Directors may enter into such management agreements as it may deem necessary or advisable for the administration and operation of the property subject to the jurisdiction of their respective organizations, and subject to Section 1 of this Article VI. Any such management agreement may be entered into upon the favorable vote of a majority of the Board of Directors and shall provide therein that the same may be terminated by majority vote of the entire Board. Unless otherwise provided in any such management agreement, the person with whom the Association contracts for such administration and operation (hereinafter sometimes referred to as the "manager"), during his tenure, shall be responsible for exercising all powers and performing all duties of the Association, as provided for in this Declaration, excepting only those powers and duties specifically and exclusively assigned to the officers, directors or members of the Association by this Declaration. The manager shall be a responsible individual or corporation, as the Board of Directors may determine, having experience adequate for the management of a development of the type provided for in this Declaration. Should the Board of Directors terminate any such management agreement as authorized above, the manager shall receive such notice, or compensation in lieu thereof, as may be provided for therein. The manager shall be bonded in such amount as the Board of Directors may reasonably require. Each member hereby agrees to be bound by the terms and conditions of all management agreements entered into as hereinabove provided.

Section 3. Limitation of Liability; Indemnification. Notwithstanding the duty of the Association to maintain, repair and replace parts of the Association Properties and facilities, the Association shall not be liable for injury or damage caused by any latent condition of its Properties and facilities nor for injury or damage caused by the elements, their members or other persons; nor shall any officer or director of the Association be liable to any of its respective members for injury or damage caused by such officer or director in the performance of his duties unless due to the wilful misfeasance or malfeasance of such officer or director. Each officer or director of the Association shall be indemnified by their members

against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been such an officer or director, or any settlement thereof, whether or not he is such an officer or director at the time such expenses and liabilities are incurred, except in such cases wherein the officer or director is adjudged guilty of wilful misfeasance or malfeasance in the performance of his duties; provided that, in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association.

## ARTICLE VII

### Insurance and Casualty Losses; The Association

Section 1. Insurance. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements constructed on the Association Properties against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Such Board of Directors or its duly authorized agent shall also obtain a public liability policy covering all Association Properties and facilities for the hazards of premises operations or actions arising out of bodily injury, property damage, false arrest, invasion of privacy and libel and slander caused by the negligence of the Association or any of its agents, which public liability policy shall be at least \$500,000.00 single limit as respects the hazards enumerated herein. Premiums for all such insurance shall be common expenses paid for by the Association. All policies shall be written with a company licensed to do business in the State of Tennessee. It shall be the individual responsibility of each owner at his own expense to provide as he sees fit, title insurance on his lot, homeowner's liability insurance, fire, theft, extended hazard coverage, and other insurance covering both real and personal property damage and loss. The Association's Board of Directors shall conduct an annual insurance review which shall include a replacement cost appraisal, without respect to depreciation, of all insurable improvements constructed on the Association Properties by one or more qualified persons at least one of whom should be a member in good standing of the American Institute of Real Estate Appraisers. The Association's Board of Directors or its authorized agent shall be required to make every reasonable effort to secure insurance policies that will provide for the following: (1) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its duly authorized agent, the owners and their respective servants, agents and guests; (2) a waiver by the insurer of its right to repair or reconstruct instead of paying cash; and (3) An agreement that the policy on the property cannot be cancelled, invalidated or suspended on account of the conduct of any director, officer or employee of the Association or its duly authorized agent without a prior demand in writing delivered to the Association to cure the defects and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its agent, any owner or mortgagee.

Section 2. Damage and Destruction. (a) Immediately after any damage or destruction by fire or other casualty to all or any part of the property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and settlement of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Article, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty. Subject to subsection (3) hereof, all such damage or destruction

shall be repaired or reconstructed as soon as practicable after any such casualty shall occur. The Association's Board of Directors may advertise for sealed bids from or may negotiate with any licensed contractors for such repair or reconstruction and may enter into such contract or contracts for such repair or reconstruction as it may deem necessary or advisable. The contracting party or parties may be required to provide a full performance and payment bond for such repair or reconstruction. (b) In the event that the insurance proceeds paid to the Association are not sufficient to defray the cost of such repair or reconstruction, the Association's Board of Directors shall levy a special assessment, subject to subsection (c) hereof, against all owners in the case of damage to the Association Properties and facilities, in sufficient amounts to provide funds to pay such excess cost of repair or reconstruction. Additional assessments may be made at any time during or following the completion of any repair or reconstruction. Such assessments on account of damage to the Association Properties and facilities shall be levied against all owners in equal proportions. Any and all sums paid to the Association under and by virtue of those special assessments provided for herein shall be deposited with the Association. The proceeds from insurance and assessments, if any, received by the Association shall be disbursed at the direction of the Board of Directors. (d) In the event of damage or destruction by fire or other casualty to all or any part of the Association Properties and facilities, such damage or destruction shall be repaired or reconstructed unless within 60 days after the casualty an instrument requesting that the damage or destruction not be repaired or reconstructed is signed by members of the Association entitled to cast at least eighty percent (80%) of the votes of each class of members is filed with the Association's Board of Directors, in which event the damaged or destroyed area or areas shall be cleaned up and maintained in a neat and attractive condition. If, for any reason, the amount of the insurance proceeds to be paid as a result of such damage or destruction or reliable and detailed estimates of the cost of repair or reconstruction is not made available to the Association within said period of 60 days after the casualty, then such period shall be extended until such information shall be made available to the Association; provided, however, that said period of time shall in no event exceed 120 days after the casualty. No mortgagee of any lot owner shall have any right to participate in the determination as to whether the damage or destruction shall be repaired or reconstructed, other than as specified under other paragraphs of this instrument or in the terms of any deed of trust signed by any lot owner.

#### ARTICLE VII

##### Architectural Control

Section 1. Construction, Review and Approval. From and after the completion of construction and first sale by the Developer of each and every improved lot situated within STONEHENGE, no house, garage, carport, playhouse, outbuildings, fence, wall or other above-ground structure shall be commenced, erected or maintained upon any such lot, nor shall any exterior addition to, change in or alteration of any of said structures be made until complete final plans and specifications showing the nature, kind, shape, height, materials, basic exterior finishes and colors, location and floor plan thereof, and showing front, side and rear elevations thereof and the names of the builder, general contractor and all sub-contractors have been submitted to and approved by the Developer prior to sale of all the lots in STONEHENGE or, after such time, by the Association's Board of Directors or by an architectural control committee composed of 3 or more persons appointed by said Board as to harmony of exterior design and general quality with the existing standards of the neighborhood and as to location in relation to surrounding structures and topography.

Section 2. Violations, Remedies of Association. Any such construction made or performed without application having first been made and approval obtained as

provided above, shall be deemed in violation of this covenant and may be required to be restored to the original condition at the owner's cost. Upon the failure or refusal of any owner to perform the required restoration, the Association's Board of Directors, its designated committee or their authorized agents or employees may, after 14 days' notice to such owner, enter upon such lot and perform such restoration as said Board or committee, in the exercise of its sole discretion, may deem necessary or advisable. Such owner shall be personally liable for the direct and indirect costs of such restoration, and the liability for such costs shall be a permanent charge and lien upon such lot enforceable by the Association by any appropriate proceeding in law or in equity. Although notice given as herein provided shall be sufficient to give the Association's Board of Directors, its designated committee, or their agents or employees the right to enter upon such lot and perform such restoration, entry for such purpose shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday.

## ARTICLE IX

### Exterior Maintenance

Section 1. Association Properties. The responsibility for the maintenance, in a neat and attractive condition of all Association Properties and facilities shall be as prescribed in Article VI of this Declaration.

Section 2. Lots and Improvements Thereon. (a) All lots subject to this Declaration, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by their respective owners. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, grass, walks and other exterior improvements. Upon the failure or refusal of any owner to maintain his lot and the exterior of all improvements located thereon in a neat and attractive condition, the Association's Board of Directors, its designated committees or its authorized agents or employees, may, after 14 days' notice to such owner enter upon such lot and perform such exterior maintenance as said Board or committee, in the exercise of its sole discretion, may deem necessary or advisable. Such owner shall be personally liable to the Association for the direct and indirect costs of such maintenance and the liability for such costs shall be a permanent charge and a lien upon such lot enforceable by such organization by any appropriate proceeding in law or in equity. Although notice given as herein provided shall be sufficient to give the Association's Board of Directors, its designated committees or its agents or employees the right to enter upon such lot and perform such maintenance, entry for such purpose shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday. (b) notwithstanding the foregoing, nothing herein contained shall apply to the maintenance of any lot as long as title to same is held by the Developer primarily for the purpose of sale.

## ARTICLE X

### Easements

Section 1. General. In addition to those easements provided for elsewhere in the Declaration, those provided for in Sections 2, 3 and 4 of this Article X shall and do exist.

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Section 2. Utilities, Etc. There is hereby granted a blanket easement upon, across, over and under the property subject to this Declaration or any portion thereof for ingress, egress, installation, replacing, repairing and maintaining a master television antenna system and all utilities, including but not limited to, water, sewers, telephones and electricity. By virtue of this easement, it shall be expressly permissible for the providing utility company to erect and maintain the necessary equipment and to affix and maintain utility wires, circuits and conduits on, above, across and under said property or any portion thereof. The easements provided for in this Section 2 shall in no way affect any other recorded easements on said property.

Section 3. Other. There is hereby granted a blanket easement to the Association, its officers, directors, agents and employees, and to all policemen, firemen, ambulance personnel and all similar persons to enter upon the property subject to this Declaration or any portion thereof in the proper performance of their respective duties. Except in the event of emergencies, the rights accompanying the easements provided for in this Section 3 shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to and with the permission of the owner or owners directly affected thereby.

ARTICLE II

Use and Building Restrictions

Section 1. Residential Purposes. All lots in STONEHENGE shall be, and the same hereby are, restricted exclusively to residential use. No house trailer or mobile home shall be permitted on any lot at any time except for construction purposes during the construction period or as a temporary sales office for the sale of lots. No shack, garage, outbuilding or other appurtenant structure shall be used for residential purposes.

Section 2. Occupancy. Before any lot may be occupied as a residence, the improvements constructed or to be constructed thereon must be substantially complete; no residence, however, may be occupied without the prior approval of the Developer.

Section 3. Building Materials. No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any lot except for purposes of construction on such lot and shall not be stored on such lot for longer than that length of time reasonably necessary, in the sole discretion of the Association's Board of Directors, for the construction in which same is to be used.

Section 4. All residential buildings in STONEHENGE shall have masonry or concrete foundations and at least twenty-five percent (25%) of the exterior wall area shall be of brick veneer or stone veneer construction; provided, however, that the Developer may grant written consent for a different exterior.

Section 5. All ranch type residences in STONEHENGE shall consist of a minimum ground floor area, exclusive of garages, porches or carports, of One Thousand Four Hundred (1,400) square feet; all split-levels one and one-half stories, two stories and houses with basement area, shall consist of a minimum area of One Thousand Eight Hundred (1,800) square feet, exclusive of garages, porches or carports.

Section 6. It shall be obligatory upon all owners of lots in this cluster to consult with the authorities of the governing body having jurisdiction before any driveways, culverts, or other structures or grading are constructed within the limits of any dedicated roadways, and such placements or construction shall be done in accordance with the requirements of the governing body having jurisdiction in order that the roads or streets within the cluster which shall be affected by such placement of construction may not be disqualified for acceptance in the road system of the governing body having jurisdiction.

Section 7. Drainage easements as shown on the recorded plat shall be for the purpose of constructing, maintaining, opening, or widening storm drains, sewage lines and open ditches. A perpetual easement is reserved on each lot as shown on the recorded plat for the construction and the maintenance of utilities, such as electricity, gas and water. No structure of any kind shall be erected or maintained upon or over said easements, except such as are constructed for public utility purposes.

Section 8. To insure a standard of improvements satisfactory to purchasers of adjacent properties, no initial building shall be erected upon any lot without the approval in writing of the Developer. After the first sale of the lot and improvements thereon, the restrictions under Article VIII, Architectural Control, shall apply.

Section 9. No building shall be built nearer to any side lot line than twelve feet (12) on the side on which the garage is located and eight feet (8) on the other side.

Section 10. Hobbies and Activities. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly or unkept conditions, shall not be pursued or undertaken on any part of any lot.

Section 11. Animals and Pets. Except with the written permission of the Association's Board of Directors, no stable, poultry house or yard, rabbit hutch or other similar structure shall be constructed or allowed to remain on any lot; no animal or bird except one of a kind which is customarily kept as a domestic pet shall be kept in any residence or on any lot; and no more than two domestic pets may be kept in any residence or on any lot.

Section 12. Prohibited Activities. Noxious or offensive activities shall not be carried on upon any lot; no residence or other structure shall be used for office or business purposes; and residents shall refrain from any act or use of their property which could reasonably cause embarrassment, discomfort or annoyance to owners and residents of other property made subject to this Declaration.

Section 13. Tanks. No exposed above-ground tanks will be permitted for the storage of fuel, water or any other substance.

Section 14. Mail Boxes. Mail boxes of a type consistent with the character of STONEHENGE shall be selected and placed by the owner of each lot and shall be maintained by the owner to complement the residences and the neighborhood.

Section 15. Clotheslines. Outside clotheslines will not be permitted on any lot.

Section 16. Signs. No signs shall be erected or maintained on any lot, except one professionally lettered, builder or realtor sign, or sign of the owner advertising the residence and lot for sale or rent. Such signs shall not be more than 24 x 36 inches in size.



Section 17. Zoning Regulations. Zoning restrictions applicable to the property subject to this Declaration shall be observed. In the event of any conflict between any provision of such zoning restrictions and the restrictions of the Declaration, the more restrictive provisions shall apply.

Section 18. Developer's Lots and Property Excepted. All lots owned by the Developer primarily for the purpose of sale and all property in STONEHENGE used by the Developer for construction, development, offices, garages for equipment, storage of materials and supplies, and for sales offices and accommodations shall be exempt from Sections 1 through 18 of this Article XI.

Section 19. It is expressly understood that the Developer may grant variances or exceptions to the restrictions under this Article for good reason shown, such as causes arising from topography; however, this right granted the Developer only exists until such time as the first improvement on each lot is sold. After the first sale, such variances may only be granted by the Association in accordance with other provisions of these covenants.

## ARTICLE XII

### General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit of and be enforceable by the Association, the owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of 20 years from July 15, 1973. Said covenants and restrictions may be renewed and extended, in whole or in part, beyond said 20 year term for successive periods not to exceed 10 years each if an agreement for renewal and extension is signed by members of the Association entitled to cast at least two-thirds (2/3) of the votes in each class of members of the Association and is filed for record in the Office of the Clerk of the Register of Williamson County, Tennessee, at least 180 days prior to the effective date of such renewal and extension; provided, however, that each such agreement shall specify which of the covenants and restrictions are so renewed and extended and the term for which they are so renewed and extended. Every purchaser or grantee of any interest in any property subject to this Declaration, by acceptance of a deed or other conveyance thereof, thereby agrees that the covenants and restrictions of this Declaration may be renewed and extended as provided herein.

Section 2. Amendment. The covenants and restrictions of this Declaration may be amended at any time during the first 20 year period provided above by an instrument signed by members of the Association entitled to cast at least eighty percent (80%) of the votes of each class of members of the Association, and, thereafter, by an instrument signed by members of the Association entitled to cast at least seventy percent (70%) of the votes of each class of members of the Association; provided, however, that any such amendment of these covenants and restrictions must be in full compliance with all applicable laws and regulations and shall not become effective until the instrument evidencing such change has been duly filed for record in the Office of the Clerk of the Superior Court of Williamson County, Tennessee, and unless written notice of the proposed amendment is sent to every owner at least 90 days in advance of any action taken. Every purchaser or grantee of any interest in any property subject to this Declaration, by acceptance of a deed or other conveyance thereof, thereby agrees that the covenants and restrictions of this Declaration may be amended as provided herein.

Section 3. Notices. Any notice required to be sent to any member or owner pursuant to any provision of this Declaration may be served by depositing such notice in the mails, postage prepaid, addressed to the member or owner to whom it is intended at his last known place or residence, or to such other address as may be furnished to the Secretary of the Association and such service shall be deemed sufficient. The date of service shall be the date of mailing.

Section 4. Enforcement. Enforcement of the covenants and restrictions contained herein and of any other provision hereof shall be by any appropriate proceeding at law or in equity against any person or persons violating or attempting to violate said covenants and restrictions or provision, either to restrain violation, to enforce personal liability, or to recover damages, or by any appropriate proceeding at law or in equity against the land to enforce any charge or lien arising by virtue thereof. Any failure by the Association or any owner or member to enforce any of said covenants and restrictions or other provisions shall in no event be deemed a waiver of the right to do so thereafter. The Association shall have the first right and duty to institute appropriate proceedings for enforcement, but failure or refusal of the Association to act within a reasonable time shall authorize any affected owner to do so at his expense.

Section 5. Assignability. Notwithstanding any other provision herein to the contrary, the Developer shall at all times have the right to fully transfer, convey and assign all of its right, title and interest under this Declaration, provided that such transferee, grantee or assignee shall as the substitute Developer, take such rights subject to all obligations also contained herein.

Section 6. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

Section 7. Captions. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 8. Gender. The masculine gender shall be construed to include a female or any legal entity where the context so requires.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be exercised by its duly authorized officers, and its corporate seal to be hereunto affixed, the day and year first above written.

F. MURRAY PARKER BUILDERS, INC.

BY: F. Murray Parker  
WALL CONSTRUCTION COMPANY, INC.

BY: James K. Wall

Gail Pigg, Trustee and owner of record of the property made applicable to the foregoing covenants and restrictions, joins in this Declaration for the purpose of signifying her approval and consent to the covenants, conditions and restrictions contained therein.

Gail Pigg Trustee

STATE OF TENNESSEE )  
COUNTY OF DAVIDSON )

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Before me, Michael L. Joyce, a Notary Public of the State and County aforesaid, personally appeared James K. Wall, with whom I am personally acquainted, and who, upon oath, acknowledged him self to be President of the Wall Construction Company, Inc., the within named bargainer, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him self as President.

Witness my hand and seal, at office in Nashville, Tenn., this 11<sup>th</sup> day of July, 1973.

Michael L. Joyce  
Notary Public

Commission expires My Commission Expires JULY 24, 1976

STATE OF TENNESSEE )  
COUNTY OF DAVIDSON )

Before me, Michael L. Joyce, a Notary Public of the State and County aforesaid, personally appeared F. Murray Parker, with whom I am personally acquainted, and who, upon oath, acknowledged him self to be President of the F. Murray Parker Builders, Inc., the within named bargainer, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him self as President.

Witness my hand and seal, at office in Nashville, Tenn., this 11<sup>th</sup> day of July, 1973.

Michael L. Joyce  
Notary Public

Commission expires My Commission Expires JULY 24, 1976





Land lying in the 15th Civil District of Williamson County, Tennessee, and described according to a survey by George Anton, dated June 30, 1972. Being Lots 1 through 31 inclusive of the Stonehenge Subdivision, Section I, of record in Plat Book 4, page 62, said Register's Office.

Beginning at a point in the northwesterly margin of the existing right-of-way of Franklin Road where said right-of-way connects the northerly margin of Ashby Drive, a 50 foot right-of-way serving the subject property; thence along said margin of said Drive a total distance of 1,589.91 feet to the point of beginning of the property which is the subject of this conveyance; thence South 56 deg. 34 min. 17 sec. East 721.76 feet to a point in a 30 foot dedication for widening Franklin Road; thence North 26 deg. 15 min. East 441.77 feet to a point; thence North 75 deg. 47 min. West 126.32 feet to a point; thence North 17 deg. 03 min. West 421 feet to a point; thence North 86 deg. 34 min. West 2,274.6 feet to a point; thence South 0 deg. 04 min. West 930 feet to a point; thence South 86 deg. 34 min. East 550.0 feet to a point; thence North 12 deg. 44 min. 03 sec. East 455.21 feet to a point; thence South 86 deg. 34 min. East 773.80 feet to a point; thence across a 50 foot right-of-way to the point of beginning.

Included in said description but excluded from this conveyance are right-of-way for Regent Drive, Ashby Drive and Dorchester Circle, as shown on the above the above described survey.

## REGISTER'S OFFICE

STATE OF TENNESSEE }  
WILLIAMSON COUNTY }

Received for record the 25 day  
of July 1972 at 8:50 o'clock A.M.  
Noted in Note Book 212 page 195  
and Recorded in 212 Book No. 212  
page 92 Fee \$ 42.00

Witness my hand

JIMMIE D. BENNETT, JR.  
REGISTER

*J. D. Bennett, Jr.*

STATE OF TENNESSEE )  
COUNTY OF DAVIDSON )

Personally appeared before me, Shelia J. Ford, a  
Notary Public in and for said County and State, Gail Pigg, Trustee

\_\_\_\_\_ the within named bargainer, with whom I am personally  
acquainted, and who acknowledged that she executed  
the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville,  
Tennessee, this 11th day of July, 1973.

Shelia J. Ford  
Notary Public

Commission expires 7/23/77