

DECLARATION OF COVENANTS CONDITIONS AND
RESTRICTIONS FOR BOYD MILL ESTATES

THIS DECLARATION of Covenants, Conditions and Restrictions (hereinafter referred to as "Declaration") Is made and published on or as of the date hereinafter set forth, by and between BOYD MILL DEVELOPMENT COMPANY, a partnership, (hereinafter referred to as 'Developer") and any and all persons, firms or corporations hereafter acquiring any of the within described property.

WITNESSETH:

WHEREAS, Developer is the owner of that certain tract of real property hereinafter described and desires to create thereon a residential development with open spaces for the mutual benefit of the future residents of said development; and

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

WHEREAS, Developer desires to provide for the preservation of the values and amenities and the desirability and attractiveness of the real property in Boyd Mill Estates, and for the continued maintenance and operation of common areas as may be provided; and

WHEREAS, in order to obtain approval of the Franklin Planning Commission for the development known as "Boyd Mill Estates", the Developer is required to made provisions concerning the maintenance and ownership of the open spaces located therein; and

WHEREAS, the Developer has deemed it desirable, for the efficient preservation of the values and amenities in said development, and to fulfill the foregoing object, purposes and requirements, to create an entity to which should be delegated and assigned the powers of maintaining and administering the common property, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has caused or will cause, to be incorporated under the laws of the State of Tennessee, a non-profit corporation known as Boyd Mill Estates Home Owners' Association, for the purpose of exercising the aforementioned functions.

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

ARTICLE I

PROPERTY SUBJECT TO THE DECLARATION

The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Ninth Civil District of Williamson County, Tennessee, within the corporate limits of the City of Franklin, and is more particularly described as follows:

Tract I

Land lying wholly within the Fifth Civil District of Williamson County, Tennessee, and bound in general by Boyd Mill Road on the north, Monsanto Chemical Company and J.E. McCanless on the east, Wailer on the south and R.S. McCanless and TVA on the west:

Beginning at an iron post in the southwest corner of the tract deeded by TVA to R.S. McCanless as described in Deed Book 158, page 443, Register's Office for Williamson County, Tennessee, thence along TVA's east line North $3\frac{1}{2}^{\circ}$ east of 1577 feet to the centerline of Boyd Mill Road; thence with said centerline south 89° East 50 feet; thence leaving centerline South 4° west 504 feet, South 20 west 264 feet, and South 5° west 154 feet along the west line and Monsanto Chemical Company; thence south $86^{\circ} 30'$ East 518 feet; thence along an existing fence line at J.E. McCanless' west side South $1^{\circ} 25'$ west 1776 feet; thence North $86^{\circ} 50'$ west 353 feet; thence along J.E. McCanless' existing fence line south 10 West 1324.5 feet to Wailer's north line; thence along Wailer's north line North $86^{\circ} 20'$ West 556 feet; thence along an existing interior fence line of R.S. McCanless North $1^{\circ} 30'$ East 2192 feet; thence leaving said fence line South 88° East 66 feet

and North 46° East 346 feet to an iron post, the point of beginning, and contains 47.92 acres, more or less.

Being the same property conveyed to Reese L. Smith, [Jr. by](#) deed from R.S. McCanless and wife, of records in Book 170, page 29, said Register's Office, as to a 1/2 undivided interest, and by deed from Carson C. Driver and wife, Doris B. Driver, of record in Book 274, page 883, said Register's Office, as to a 1/2 undivided interest.

Tract II

Land lying and being in the Fifth Civil District of Williamson County, Tennessee, more fully described as follows, to-wit:

A strip of land twenty (20) feet in width lying adjacent to and along the west boundary line of the property acquired by Monsanto Chemical Company by deed from O.T. Cotton of record in Deed Book 94, page 153, Register's Office of Williamson County, Tennessee, beginning at the south margin of the Boyd Mill Pike and extending southwardly 930 feet, more or less, to the south boundary of the Monsanto property.

Being the same property conveyed to Reese L. Smith, [Jr. by](#) deed from Monsanto Company, of records in Book 170, page 545, as to a 1/2 undivided interest, and by deed from Carson C. Driver and wife, Doris B. Driver, of record in Book 274, page 883, said Register's Office, as to a 1/2 undivided interest.

The said Reese L. Smith, Jr. and wife, Marcella V. Smith, also convey to Boyd Mill Development Company, their interest in and to the easement granted in Deed Book 171, page 545, reading as follows:

A perpetual easement and right-of-way, including a perpetual right to enter upon the land hereinafter described at any time they may see fit, and construct, reconstruct, repair, operate and maintain on the property hereinafter described underground sewerage lines or mains and a water distribution line or system, for the purpose of conveying sewage and water over, across, through with the right to excavate and refill ditches or trenches for the location of said sewerage line, or mains, and water line and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction, maintenance of said sewerage line or mains and water line. There is further granted permission for temporary encroachment beyond the limits of the easement during construction of said sewerage lines, or main, or water line. The easement herein conveyed is 40 feet in width lying 20 feet on each side of a center line which is described as follows:

Beginning at a point in the east boundary line of the property acquired by the Grantees from R.S. McCanless, said point being 93 feet south of the Grantees' northeast corner, running thence with the center of a branch or creek south 81° 15' east 200 feet, north 81° east 186 feet, south 730 30' east 270 feet, thence south 84° 30' east 316 feet to a point in Monsanto's east boundary.

All of the above property being the same property conveyed to Boyd Mill Development Company, a partnership, by deed of Reese L. Smith, Jr. and wife, Marcell V. Smith, of record in Book 308, page 102, Register's Office of Williamson County, Tennessee.

ARTICLE II
DEFINITIONS

The following words used in this Declaration, or any supplemental Declaration hereto (unless the context shall prohibit), shall have the following meanings:

1. "Association" shall mean and refer to Boyd Mill Estates Home Owners' Association, Inc., a non-profit corporation to be organized and operated under the laws of the State of Tennessee, as well as its successors and assigns.

2. "Common Areas" shall mean and refer to any and all property including both areas of land and/or water in Boyd Mill Estates in which every lot owner has an individual interest as tenant in common with every other owner, and which is used for the non-exclusive use, benefit and enjoyment of the members of the Association. Common areas with respect to the properties made subject to this Declaration, whether at the time of filing this Declaration or subsequently by supplementary Declaration(s), shall be shown on the plat(s) of Boyd Mill Estates and designated thereon as "common areas" or "open space". Use of the common areas shall be at the expense and discretion of the Home Owners' Association, subject to the mandatory requirements of the Open Space Residential Zoning Ordinance: provided, however, that said common areas shall only be used for one or more of the following purposes:

- (a) Recreational facilities, the primary purpose of which is to serve the residents of Boyd Mill Estates;
- (b) Historic sites;
- (c) Parks and parkway areas; and
- (d) Natural sites worthy of scenic preservation

The common areas shall remain permanently as open space and there shall be no subdivision of same. No building, structure or facility shall be placed, installed, erected or constructed in or on said common areas unless it be purely incidental to one or more of the uses above specified, and unless prior approval of the Planning Commission of the City of Franklin has been obtained. Said common areas herein above referred to are more particularly described as follows: See attached Exhibit A.

3. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions applicable to the properties and which is recorded in the Office of the Register of Deeds for Williamson County, Tennessee.

4. "Developer" shall mean and refer to Boyd Mill Development Company, a partnership, its successors and assigns.

5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee interest in any lot which is a part of Boyd Mill Estates, excluding,, however, those parties having such interest merely as a security interest for the performance of an obligation.

6. "Properties" shall mean and refer to any and all of that certain real property now or which may hereafter be brought within that certain residential subdivision being developed by Developer in Franklin, Williamson County, Tennessee, which subdivision is and shall be commonly know as "Boyd Mill Estates".

7. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision plat of Boyd Mill Estates with the exception of common area(s).

8. "Member" shall mean and refer to any person or persons who shall be an owner and, as such, shall be a member of the Association.

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

ARTICLE III

(Deleted)

ARTICLE IV

Association-Membership and Voting Rights

Section 1. Membership

A. Membership in the Association is mandatory, and every person or entity who is the owner of record of a fee interest in any lot within the property shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, By-Laws, and Rules and Regulations. The foregoing is not intended to include persons or entities who hold an interest in any lot merely as security for the performance of an obligation. Ownership of such lot

shall be the sole qualification for membership. When any lot is owned of record in tenancy by the entirety or tenancy in common or by some other legal entity, membership as to such lot shall be joint and the right of such membership (including the voting power arising therefrom) shall be exercised only as stipulated in Section 2. as hereinafter set forth.

B. During any period in which a member shall be in default in payment of any annual, special or other periodic assessment levied by the Association, the voting rights and the rights of the use of the common areas or any other facilities which the Association may provide may be suspended by the Board of Directors until such assessment is paid. In the event of violation by a member of any rules or regulations established by the Board of Directors, such member's voting and use rights may be suspended by the Board after a hearing at which the general requirements of due process shall be observed. Such hearing shall be held by the Board, or a committee thereof, after giving the member ten (10) days prior written notice specifying each alleged violation-and setting forth the time, place and date of the hearing. Determination of violations shall be made by a majority vote of the Board of the Committee thereof.

C. No membership or initiation fee shall be charged, nor shall members be required to pay at any time any amount to carry on the business of the Association except to pay when due the charges, monthly or annual, assessments, and special assessments levied upon each member's lot as specified in this Declaration the By-Laws or as the Directors of the Association may from time to time hereafter adopt.

Section 2. Voting Rights

A. The Association shall have two (2) classes of voting membership:

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

2. CLASS B The Developer shall be the Class B member and shall be entitled to three (3) votes for each lot owned. Class B membership shall cease and be converted to Class A membership on the happening of one (1) 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;

- (b) On the fifth (5th) anniversary of the execution of this Declaration; or
- (c) When the Developer, by written instrument, relinquishes its Class B status and agrees to accept Class A status for each lot it then owns.

B. Any member who is delinquent in the payment of any charges duly levied by the Association against a lot owned by such member shall not be entitled to vote until all charges, together with reasonable penalties as the Board of Directors of the Association may impose, have been paid.

C. Members shall vote in person or by proxy executed in writing by the member. No proxy shall be valid for more than eleven (11) months from the date of its execution or after conveyance by the member of his lot. A corporate member's vote shall be cast by the President of the Member Corporation or by any other officer or proxy appointed by the President or designated by the Board of Directors of such corporation.

D. Voting on all matters except the election of the Directors shall be by voice vote or by a show of hands unless a majority of the members of each class present at the meeting shall, prior to voting on any matter, demand a ballot vote on that particular matter. Where Directors or officers are to be elected by the members, the solicitation of proxies for such election may be conducted by mail.

ARTICLE V

Common Area Property Rights

Section 1. Owners Easements of Enjoyment.

Every owner shall have the non-exclusive 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 provision of this Declaration, and the provisions of the Charter and By-Laws of the Association, including, but not limited to, the following:

1. The right of the Association to limit the use of the common area to owners, their families and guests;
2. The right of the Association to suspend the voting and enjoyment rights of an owner for any period during which any assessment against his site remains unpaid, or to suspend such voting rights for a period up to sixty (60) days for

violation of the terms of this Declaration or any infraction of the Association's published Rules and Regulations.

Section 2. Delegation of Use.

The right and easement of enjoyment granted to every owner in Section 1 of this Article may be exercised by members of the owner's family. An owner may, with the approval of the Board of Directors of the Association, delegate his right of enjoyment in the common area to his tenants who occupy the residence of the owner within the properties.

Section 3.

No owner of a lot shall transfer his undivided interest in the common area associated with said lot apart from a transfer of his interest in said lot itself.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

"The Developer, 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 fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable 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 assessments 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 and maintenance of the common area.

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 Twenty and no/100 (\$120.00) Dollars 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 five (5%) percent 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 five (5%) percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

(d) Annual assessments may be payable on a monthly basis.

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 thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (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 Assessments Due Dates

The annual assessments provided for herein shall commence as to all lots on the first day of the month following action of the Board of Directors fixing the amount thereof. 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 sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a Certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect on Nonpayment of Assessments: Remedies of the Association.

Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6) 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 assessment 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 or deed of trust on any lot. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which 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.

Section 10. Maintenance and Upkeep of the Common Areas.

It shall be expressly understood by each owner that the City of Franklin provides, by ordinance, certain provisions and restrictions

applicable to the ownership and maintenance of the common areas, and each owner is hereby put on notice of such provision and restrictions.

Specifically, as to the maintenance and upkeep of the common area by the Boyd Mill Estates Home Owner's Association, City Ordinance provides:

(14) Ownership and Maintenance of Common Open Spaces

(a) Common open space shall be owned by the owner or owners of the lots of record of the open space residential development as tenant in common, each owner holding an undivided interest therein. Responsibility for maintenance and upkeep of the common open space rests with the owner or owners of the individual lots of record within the open space residential development, which owner or owners are jointly and severally responsible and liable for said maintenance and upkeep.

ARTICLE VII

Architectural Maintenance and Use Restrictions

Section 1. Restrictive Covenants

In order to provide an orderly plan of construction and protect the common interests of the lot owners, the following listed Restrictive Covenants are hereby declared to be covenants running with the land, and to be binding upon the Developer and all Subsequent owners thereof, in any capacity whatsoever:

1. All requirements of the Open Space Residential Development Zoning Ordinance (OSRD) of the City of Franklin, Tennessee, and the Subdivision Regulations duly adopted by the Planning Commission of the City of Franklin, Tennessee, presently or hereafter promulgated shall be complied with unless a variance therefrom has been obtained from the appropriate authorities.

2. Unless otherwise designated on a recorded plan of Boyd Mill Estates, no lot shall be used except for private, single family residential purposes.

3. No noxious or offensive operation or activity shall be conducted or maintained on any lot, and nothing shall be done on any lot which may constitute a nuisance or an unreasonable annoyance to the neighborhood.

4. No poultry, livestock or animals shall be allowed or maintained on any lot at any time; provided, however, this shall not preclude the keeping of dogs or cats or other household pets, as such, provided further, however, that nothing shall permit the keeping or raising of dogs, cats, or other animals for commercial purpose, or for resale.

5. No house trailer or other such vehicle, such as boats, boat trailers, utility/tag-along trailers, horse trailers or any livestock trailers, tractor trailer, or a trailer of any type, shall be stored on premises. No vacation trailer or camper can be stored on premises, nor can such be used as a residence, temporarily or permanently.

6. A perpetual easement is reserved for each lot, as shown on the recorded Plan for the construction and maintenance of utilities, such as electricity, gas, water, drainages, etc., and no structure of any kind shall be erected or maintained upon or over said easement.

7. It shall be obligatory upon the owner of each lot in this Subdivision, when any driveway, culvert or other structure is constructed or when any grading takes place within the limits of any dedicated roadways, to carry out same in strict accordance with the specifications therefor, as set forth in the recorded Plan of the Subdivision as identified above, in order that the roads or streets which may be effected by such placement, or construction, may not be disqualified for acceptance into the road system of the City of Franklin, Tennessee. If any owner fails to comply with this covenant, Developer may perform the said construction and placement and charge the costs of doing so to the lot owner. Said costs shall thereafter be a lien on the affected lot.

8. No residence shall be maintained on any lot unless same be connected with and served with water and sewer from water and sewer supply mains provided in this Subdivision.

9. The Developer, or its assign, and the Board of Director-. of the Association, reserve the right to enter upon any lot for the purpose of cutting grass and cleaning up such lot, if the same be reasonably required, charging the expense thereof to the owner of same, which shall become a lien upon the lot.

10. All garbage and trash receptacles shall be concealed or placed in such a position as to be screened from view by neighbors or members of the public.

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

12. The right is expressly reserved to the Developer and its assigns, to construct all streets, roads, alleys or other public ways as now, or hereafter may be, shown on the Plan of Boyd Mill Estates at such grades or elevations as they in their sole discretion, may deem proper; and for the purpose of constructing such streets, roads, alleys or public ways, the Developer shall have an easement, not exceeding ten (10) feet in width; upon and along each adjoining lot for the construction of proper bank slopes in accordance with the specifications of the governmental

body or agency having jurisdiction over the construction of public roads; and no owner of any lot in this Subdivision shall have any right of action or claim for damages against anyone on account of the grade or elevation at which such road, street, alley or public way may hereafter be constructed or on account of the bank slopes constructed within the limits of the said ten (10) foot easement.

13. The pursuit of hobbies or inherently dangerous activities, including, without limitation, the assembly and disassembly of motor vehicles or other mechanical devices in areas exposed to plain view and the keeping or storing of inoperative automobiles, the shooting of firearms, and other such activities, shall not be pursued or undertaken on any part of any lot or upon the common areas without the consent of the Association except in an emergency situation not to exceed twenty-four (24) hours.

14. All restrictions and covenants in all deeds wherein Boyd Mill Development Company is the grantor, shall be complied with. All such deeds are to have identical provisions.

15. 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 structures 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 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.

ARTICLE VIII

EXTERIOR MAINTENANCE

In the event any owner shall fail to maintain his lot or the improvements situated thereon in a manner satisfactory to the Association, the Association may, upon the vote of two-thirds (2/3) of its Directors, and after ten (10) days' notice in writing to the owner particularizing the deficiencies, and the owner's continued failure to commence the correction of the matter is question, enter upon said lot and repair, maintain or restore the exterior of the improvements erected thereon. The costs of such exterior repair, maintenance and restoration shall be added to

and become a part of the assessment to which such lot is subject and the owner shall be personally liable for the costs of such maintenance so incurred.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration.

The Covenants and Restrictions of this Declaration shall be construed to run with the land and be binding and effective for a term of twenty (20) years from the recordation of this instrument, after which time they shall be automatically extended for successive periods of ten (10) years each, unless it is agreed by the vote of a majority interest of the then owners of the property to change, amend or revoke the Restrictions in whole or in part. Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that the Covenants and Restrictions of this Declaration may be extended as provided in this Article.

Section 2.

The Covenants and Restrictions of this Declaration may be amended by an instrument executed by not less than ninety (90%) percent of the lot owners of both Class A and Class B memberships during the first twenty (20) years of the Declarations existence. As long as there shall be Class B membership, approval of any amendment must be obtained in writing from HUD and VA. Any amendment to this Declaration must be recorded in order to be effective.

Section 3. 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 this Declaration or any amendment thereto. Failure by the 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 4. Severability.

Invalidation of any one of these Covenants c Restrictions by judgment or Court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 5. Annexation.

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

EXHIBIT A

OPEN SPACE #1

Beginning at an iron pin in the east side Twin Oaks Drive and in the outside boundary line (1) thence S 22° 57' 09" W 33.74' to a point in east margin of Twin Oaks Drive (2) thence along the east margin of Twin Oaks Drive and a curve to the left with a radius of 477.73' go 187.61' to a point (3) thence along the east margin of Twin Oaks Drive S 16° 39' 20" E 107.15' to the corner of Lot #10 (4) thence along the back of Lot #10, N 59° 47' 30" E 97.04' (5) thence N 78° 30' 51" E 6.7.39' along the back of Lot #11 (6) thence S 81° 13' 37" E 117.92' along the back of Lot #12 to a point (7) thence S 37° 18' 39" E 119.36' along the back of Lot #13 (8) thence S 16° 25' 25" E 70.32' along the back of Lot #14 (9) thence S 14° 03' 54" E 80.40' along the back of Lot #15 (10) thence S 10° 4' 31" E 69.96' along the back of Lot #16 (11) thence S 0° 17' 26" W 227.90' along back of Lots #17, 18, 19 (12) thence S 85° 22' 38" E 28.0' along the south margin of Tell Drive (13) thence N 4° 37' 21" 775.00' to the N.E. corner of boundary (14) thence N 85° 20' 21" W 516.49' along original boundary line to the point of beginning and containing 3.896 acres, more or less.

OPEN SPACE # 2

Beginning point an iron pin in the south margin of Tell Drive and the east boundary line (1) thence S 4° 37' 21" W along east boundary line 972.80' to a point in boundary (2) thence N 84° 11' 25" W 356.07' along boundary line (3) thence S 4° 22' 38" W 1325.81' along boundary to a point in the S.E. corner of boundary (4) thence N 84° 45' 30" W 555.84' to a point in the S.W. corner of boundary (5) thence N 4° 24' 30" W 165.00' to a point in boundary common to Lots #86 and 87 (6) thence S 25° 11' 58" E 121.93' along back of lot 86 (7) thence S 54° 55' 23" E 50.00' along the back of Lot 85 (8) thence S 84° 45' 31' E 266.64' along back of Lots #85 through 82 (9) thence N 82° 57' 48" E 127.98' along back of Lot #81 (10) thence N 22° 23' 10" E 114.83' along back of Lot 0 80 (11) thence N 4° 18' 29" E 520.17' along back of Lots 79 through 72 (12) thence N 84° 00' 11" W 99.85' along the north side of Lot #72 (13) thence N 5° 59' 49" E 50.00' along the east margin of Mallard Drive (14) thence S 84° 00' 11" E 98.38' along south side of Lot #71 (15) thence N 4° 18' 29" E 140.06' along back of Lots 71 and 70 (16) thence N 30 39' 18W W 78.32' along back of Lot 69 (17) thence N 16° 48' 04" W 120.00' along back of Lots 68 and 67 (18) thence N 31° 04' 18: E 106.31' along back of Lot 65 (19) thence N 2° 45' 30" W 123.05' along back of Lot #64 (20) thence N 45° 38' 29" W 115.17' along back of Lot #63 (20A) thence N 84° 55' 3711 W 85.00' along back of Lot 62; thence N 9° 56' 48" E 10.00' along Mallard Drive (21) thence S 84° 55' 37" E 216.53' along back of Lots 61-59 (2k) thence N 5° 04' 22" E 100.00 along East side of Lot #59 (22A) thence S 84° 55' 37" E 25.00' along Quail Court; (23) thence S 5° 04' 22" W 100.00' along West side of Lot #58 (24) thence S 79° 46' 30" E 229.88' along the back of Lots 58, 57 and 56 to a point of Curve (25) thence along a curve to the left with a radius of 73.11' go 121.42' to a point of tangent (26) thence H 5° 04' 22" E 131.05' along the back of Lots 55 and 54 (27) thence along a curve to the left with a radius of 80.66' 90 130.93' (28) thence N 42° 31' 11" E 54.68' (29) thence N 28° 16' 30" E 114.73' along the back of Lot 40 (30) thence N 7° 00' 30" E 195.00' along the back of Lots #39, 38 and 37 (31) thence N 14° 22' 38" W 116.45' along the back of Lot 36 (32) thence N 50° 21' 56" W 75.00' (33) thence S 52° 34' 08" W 99.80' along the side of Lot #35 (34) thence S 20° 26' 5511 E 40.00' (35) thence along a curve to the left with a radius of 40.00' go 85.55'

(36) thence S 82° 44' 06" W 62.66' along side of Lot 34 (37) thence S 19° 22' 36" W 90.00' (38) thence S 28° 09' 50" W 100.15' (39) thence N 87° 55' 30" W 28.00' to a point (40) thence N 20° 04' 30" E 130.00' along side of Lot 32 (41) thence along a curve to the right with a radius of 92.04' go 89.91' to a point (42) thence N 27° 24' 30" E 60.00' (43) thence along a curve to the left with a radius of 92.04' go 151.59' (44) thence N 58° 13' 30" W 123.17' along the sides of Lots 25 and 24 (45) thence along the east margin of Twin Oaks Drive with a curve to the left and a radius of 766.31' go 93.24' to a point of curve to the right (46) thence with a curve to the right and a radius of 25.00' go 37.13' to a point (47) thence S 8° 25' 23" W 50.55' to a point (48) thence S 81° 07' 09" E 35.00' to a point (49) thence S 8° 52' 51" W 60.00' to a point (50) thence S 84° 2' 16" E 248.52' along the backs of Lots 23, 22, 21 and 20 (51) thence N 26° 44' 50" E 119.50' along the side of Lot #20 (52) thence S 85° 22' 38" E 31.49' to a point, the beginning and consisting of 3.181 acres.

OPEN SPACE # 3

Beginning point an iron pin in the south margin of Redbud Court and Lot #43 (1) thence S 2° 04' 30" W 100.00' along side of Lot #43 (2) thence S 78° 02' 49" W 30.33' along side of Lot #43 (3) thence S 5° 04' 22" W 109.51' along the west side of Lot #51 to a point in the north margin of Quail Court (4) thence N 84° 55' 37" W 35.32' along the north margin of Quail Court (5) thence S 5° 04' 22" E 105.01' to a point in the N.E. corner of Lot #50 (6) thence N 87° 55' 30" W 175.00' along the backside of Lots 50, 49 and 48 (7) thence N 51° 38' 08" W 92.23' along the back of Lot 47 (8) thence with a curve to the left and a radius of 493.36' go 12.00' to a point (9) thence S 49° 03' 24" E 87.42' along the side of Lot 46 (10) thence S 87° 55' 30" E 190.00' to a point in the corner of Lot 44 (11) thence N 20° 04' 30" E 100.00' along the east side of Lot 44 (12) thence S 87° 55' 30" E 50.00' along the South margin of Redbud Court and the point of beginning and containing 0.272 acres more or less.

OPEN SPACE # 4

Beginning point an iron pin the northwest corner of boundary (1) thence S 6° 06' 47" W 656.15' along boundary to a point (2) thence S 49° 02' 37" W 343.76' along a boundary to a point (3) thence N 88° 27' 55" W 70.32' to a point in boundary (4) thence S 4° 24' 30" W 717.31' to a point in the north margin of Twin Oaks Drive (5) thence along the margin of Twin Oaks Drive with a curve to the left with a radius of 443.36' to 376.01' to the southeast corner of Lot #123 (6) thence N 70° 07' 11" W 115.99' to a point (7) thence with a curve to the right with a radius of 140' go 439.82' to a point (8) thence S 55° 01' 49" E 113.99' to a point in the west margin of Twin Oaks Drive and a corner of Lot 128 (9) thence N 27° 24' 30" E 17.52' to a point in the corner of Lot #129 (10) thence S 4° 58' 13" W 140.24' to a point (11) thence along a curve to the right and a radius of 135.00' go 424.12' to a point (12) thence S 58° 13' 30" E 114.21' along the back of Lot 134 (13) thence along a curve to the left with a radius of 716.31' go 62.26' along the west margin of Twin Oaks Drive (14) thence N 77° 37' 09" W 134.71' along the side of Lot 0135 to a point (15) thence N 6° 06' 47" E 245.00' to a point, the northwest corner of Lot #138 (16) thence N 87° 43' 48" E 125.94' along side of Lot #138 (17) thence along a curve to the left with a radius of 716.31' for a distance of 120.70' to a point on the west margin of Twin Oaks Drive (18) thence N 16° 39' 25" W 210.00' to a point on the West margin of Twin Oaks Drive (19) thence along the west margin of Twin Oaks Drive with a radius of

527.73' go 207.24' to a point (20) thence N 130 50' 34" U 29.47' to the beginning and containing 4.37 acres more or less.

OPEN SPACE # 5

Beginning at an iron pin in the west corner of Mallard Drive, said point being the northeast corner of Lot #122 (1.) thence along a curve to the point with a radius of 220.40' go 80.91' to a point (2) thence along a curve to the left with a radius of 25.00' go 20.15' to a point on boundary (3) thence along a curve to the right with a radius of 493.36' go 215.67' along boundary to a point (4) thence S 4° 24' 30" U 957.60' along boundary to a point (5) thence N 590 16' 59" E 124.64' along back of Lot 91 (6) thence S 66° 59' 59" E 137.55' to a point in the back of Lot 92 and 93 (7) thence S 13° 13' 48" E 117.26.' along the back of Lot 93 to a point (8) thence S 9° 15' 04" U 200.31 along the back of Lots 94, 95 and .96 (9) thence S 84° 45' 31" E 25.00' (10) thence N 50 59' 49" U 226.79' along the back of Lots 97, 98 and 99 (10A) thence N 79° 59' 47" E 85.55' along the back of Lot #100 (11) thence N 67° 36' 51" U 206.57' along the backs of Lots 102, 103, 104 (12) thence along a curve to the right with a radius of 135.00' to 212.06' to a point (13) thence N 28° 58' 44" E 60.00' along back of Lots 106 and 107 (14) thence along a curve to the right with a radius of 100.02' go 183.10' to a point in back of Lot 108 (15) thence S 46° 29' 58" E 94.28' to a point in corner of Lots 109 and 110 (15A) thence S 49° 04' 01" E 66.44' along the back of Lot #110 (16) thence S 61° 01' 16" E 65.82' to a point in west margin of Mallard Drive 17) thence N 5° 59' 49" E 30.71' to a point (18) thence N 88° 43' 56" U 45.13' to a point (19) thence N 490 04' 01" U 83.83' to a point (20) thence N 18° 15' 44" E 25.14' to a point (21) thence N 7° 03' 53" W 111.79' to a point back of Lots 114 and 115 (22) thence N 16° 48' 04" U 210.00' along back of Lots 115, 116 and 117 (23) thence N 6° 06' 59" E 376.67 along the backs of Lots 118, 119, 120, 121, and 122 (24) thence S 81° 47' 03" E 92.32' to the point of beginning, containing 3.81 acres, more or less.

EXHIBIT B
BY-LAWS
OF
BOYD MILL ESTATES HOME OWNERS' ASSOCIATION

ARTICLE I
NAME

The name of this corporation shall be '1Boyd Mill Estates Home Owners' Association", and the address of the corporation shall be 148 Fifth Avenue, North, Franklin, Williamson County, Tennessee, unless and until same is changed by act of the Board of Directors. The corporation is organized as a non-profit corporation pursuant to the laws of the State of Tennessee and the General Corporation Act, Tennessee Code Annotated §48-101, et

ARTICLE II
PURPOSE

The purpose of the corporation is as set forth in the Preamble of the Declaration of Restrictions, Covenants and Conditions, which states, inter alia:

“Developer desires to provide for the preservation of the values and amenities and the desirability and attractiveness of real property in Boyd Mill Estates and for the continued maintenance and operation of common areas as may be provided.”

ARTICLE III
ADOPTION BY REFERENCE

The Declaration of Restrictions, Covenants and Conditions, to which these By-Laws are here annexed as Exhibit B and recorded herewith, are adopted in full and made a part hereof as fully as -though copies herein verbatim; and specifically the By-Laws adopt those portions of the Declaration setting forth provisions with regard to definitions, land included in the project, membership in the Association, voting rights and classes of membership, and all provisions with regard to membership fees, funds and assessments.

ARTICLE IV
MEETINGS

Section 1.

All meetings of the members shall be held at the office of the corporation, unless otherwise fixed by the Board of Directors from time to time.

Section 2.

(a) The annual meetings of the members shall be held on the last Monday in June of each year, if the same be not a legal holiday; and if the same be a legal holiday, then on the day following.

(b) Special or called meetings of the members may be held at any time on notice, as hereinafter provided; and any and all business may be considered and transacted thereat, as if same were an annual meeting.

Section 3.

The time and place a such annual meeting shall be at two o'clock (2:00) P.M. at the office of the corporation, unless otherwise provided in the notice of the meeting.

Section 4.

A quorum shall consist of one-tenth (1/10) of the votes of each class of membership present in person or by proxy and any and all meetings when such quorum is so present or represented, may transact any business coming before the meeting and elect Directors. If, however, such quorum shall not be present or represented, the members present in person may adjourn such meeting, from time to time, without notice other than the announcement at the meeting or any adjourned meeting, until such time as the quorum shall be present or represented; and any and all business may be transacted at any such adjourned meeting, when such quorum is present or represented, which might have been transacted at the meeting originally called.

Section 5.

Proxies, unless otherwise provided by the Board of Directors in the notice of any annual., special or called meeting, shall be revocable at any time prior to the time a ballot on any question before any membership meeting is commenced; and all proxies must be in writing executed by the lot owner of record, or by the due and lawful attorney-In-fact, persona representative, trustee or guardian of such record holder, supported by a certified copy of the appointment, letters or other paper relied upon as the authority of any such attorney in-fact, personal representative, trustee or guardian to act for the lot owner of record.

Section 6.

Notice of the annual meeting of members shall be in writing; and one notice shall be issued and posted in the United States Mail to each member of record at the address of each member, all as is shown by the record of the corporation at the close of the business on the day preceding the date of posting such notice, which date of posting shall be at least ten (10) days prior to the date of such annual meeting; and the notice shall state the date, hour and place of meeting.

Section 7.

Special meetings may be held at any time and for any purpose at the call of the President, or of any other officer or agent of the corporation in the absence of his superior or superiors, on his own motion, or, at the written request of a majority of the members.

Section 8.

Notice of special meetings except as hereinafter provided, shall comply fully with each and all requirements as to notice of annual meetings, and shall state the object and purpose of the meeting. Notice of special meetings may be sent by letter posted at least ten (10) days before the date of the meeting, or by telegram delivered to the telegraph office at least eight (8) days before the date of the meeting. Notice of special or annual meetings may be waived either before, at, or after such meeting.

ARTICLE V
DIRECTORS

Section 1. Number.

The affairs of this Association shall be managed by a Board of (9) persons, who need not be members of the Association.

Section 2. Term of Office.

At the first annual meeting the members shall elect three (3) directors for a term of one year, three (3) directors for a term of two years and three (3) directors for a term of three years; and at each annual meeting thereafter the members shall elect three (3) directors for a term of three years.

Section 3. Removal.

Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a

director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation.

No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting.

The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 6. Nomination

Nomination for election to the Board of Directors shall be-made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 7. Election.

Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 8. Regular Meetings.

Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 9. Special Meetings

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

Section 10. Quorum.

A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 11. Powers.

The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the common area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use any of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration.
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 12. Duties

It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present at statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

- (c) as more fully provided in the Declaration, to:
1. fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period.
 2. send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 3. foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- (d) issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
- (g) cause the common area to be maintained.

ARTICLE VI

OFFICERS

Section 1.

The officers of the corporation shall consist of a President, Secretary, Treasurer, and such Vice-Presidents, and Assistant Vice-Presidents, Secretaries and Treasurers, and such other Subordinate officers as the Directors may elect from time to time, and the Directors may elect a Chairman of the Board of Directors at any time that they may see fit to do so.

No person may hold more than one (1) office, except the Secretary may also serve as Treasurer.

Section 2. Term of Office.

All officers, subordinate officers and employees shall serve at the will and pleasure of the Board of Directors, and shall be removable without cause at the pleasure of the Board; but this shall not preclude the Board of Directors from making a written contract with any officer, subordinate officer or employee for a definite term or period of hire, should the Board of

Directors by proper minute entry and written contract elect to do so; and all officers, unless sooner removed shall serve until their successors are elected and qualified.

Section 3.

The President shall be chief executive officer of the corporation; he shall preside at all meetings of the members and Directors, until or unless a Chairman of the Board is elected. The President shall have general and active management of the business of the corporation; he shall see that all orders and resolutions of the Board of Directors are carried into effect.

Section 4.

Any Vice-President or Vice-Presidents elected shall perform the functions of the office of the President in his absence, or in case of his disability, and such other duties as may be assigned from time to time by the Board of Directors.

Section 5.

The Secretary shall attend all meetings of the Board of Directors and all meetings of the members and act as the clerk thereof, and record all votes and the Minutes of all the proceedings in a book to be kept for that purpose, and shall perform like duties for the standing committees when required; he shall give or cause to be given, notice of all meetings of the members and of the Board of Directors, when required to do so by the President, or these By-Laws, and shall perform such other duties as may be prescribed by the Board of Directors or President under whose supervision he shall be. He shall be an ex officio member of all standing committees.

Section 6.

The Treasurer, subject to the supervision and direction of the President, shall have the custody of the corporate funds and securities, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation, and shall deposit all monies and other available effects in the name and to the credit of the corporation, in such depositories as may be designated by the Board of Directors, or upon the failure of the Board of Directors to designate such depositories, then, in such depositories as may be designated by the President.

Section 7.

In case of the absence of any officer of the corporation, or for any reason that the Board of Directors may deem sufficient, the Board of Directors may delegate the powers or duties of such office to any other officer, or to any Director, or to any person for the time being.

ARTICLE VII
MISCELLANEOUS

Section 1.

All checks, notes, deeds, contracts, and other paper writings shall be signed by such officer or officers as the Board of Directors may designate by general resolution, and from time to time, and in the absence of such designation, by the President or Vice-President and Secretary or by the President or Vice-President and Treasurer.

Section 2.

The books and records of the Association shall be open to all members at any reasonable time for inspection.

ARTICLE VIII

Section 1

These By-Laws may be amended, altered or replaced by a majority vote of the members present in person or by proxy at any annual, regular, adjourned or called meeting.

ARTICLE IX

SEAL

The corporation shall have no seal.

ARTICLE X

In the event of conflict between these By-Laws, the Charter and The Declaration will control. In the event of a conflict between these By-Laws and the Charter, the Charter will control.