

**DECLARATIONS OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR POPLAR CREEK ESTATES**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter sometimes referred to as "Declaration"), is made and published this 22nd day of September, 1994, by and between POPLAR CREEK DEVELOPMENT CO. and/or NASHVILLE PROPERTIES PARTNERSHIP or its successor LEE CHIRA, TRUSTEE (hereinafter sometimes referred to as "Developer(s)") and any and all persons, firms or corporations hereafter acquiring any of the within described property.

WITNESSETH

WHEREAS, Developers are or were the owners of tracts of land located in Nashville, Davidson County, Tennessee (a copy of the property description of said tracts is attached as Exhibit A to these restrictive covenants and is hereinafter referred to as the "Property"); and

WHEREAS, Developers desire to preserve the value, desirability and attractiveness of the real property in the Poplar Creek Estates community and also desires to provide for the continued maintenance and operation of such recreational and common areas as may be provided;

WHEREAS, there are presently filed in the Register's Office for Davidson County, Tennessee, Restrictive Covenants contained in instruments of records in Book 6474, Page 346; Book 6486, Page 587; Book 6662, Page 433; Book 6987, Page 966; Book 7270, Page 648; and, Book 7964, Page 33, such constituting all Restrictive Covenants and amendments thereto, for the development of property located off Old Harding Road owned or previously owned by Poplar Creek Development Co. and/or Nashville Properties Partnership or its successor, Lee Chira, Trustee; and,

WHEREAS, because of the many filings of record, the supplements and amendments thereto, it is the desire of the owners/developers to restate the Restrictive Covenants in one document in accordance with the procedures set forth therein.

NOW, THEREFORE, in consideration of the premises, this document restates the Restrictive Covenants governing all phases of Poplar Creek Estates and all prior covenants, cited in the Preamble to this document, are stricken and only the Restrictive Covenants herein shall govern the development of Poplar Creek Estates. Further, the Developers agree with any and all persons, firms, corporations or other entities previously acquiring property or hereafter acquiring any of the property described herein, that the same shall be and is hereby subject to the following restrictions, covenants, conditions, easements, assessments and liens (all hereafter collectively referred to as "Restrictions") relating to the use and occupancy thereof, 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 previously or 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, took or 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
DEFINITIONS

The following words when 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 Poplar Creek Estates Homeowners' Association, Inc., a nonprofit corporation organized and existing under the laws of the State of Tennessee.

2. "Common Area(s)" shall mean and refer to any and all real property held or owned by the Association, or such other property to which the Association may hold legal title, whether in fee or for a term of years, for the non-exclusive use, benefit and enjoyment of the members of the Association, subject to the provisions of the Declaration. Such Common Areas are to include, without limitation, such streets, sidewalks, and other passageways, parks, recreational areas, swimming pool, tennis courts, entrance structure, club house, and walls and fences as may be constructed by Developers or the Association. Common Areas, with respect to the properties made subject to this Declaration, whether at the time of filing of this Declaration or subsequently by Supplementary Declaration(s), shall be shown on the plat(s) of Poplar Creek Estates and designated thereon as "Common Areas" or "Open Space." The term "open space" may be used interchangeably with "common area."

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 Davidson County, Tennessee.

4. "Developer" shall mean and refer to Poplar Creek Development Company and Nashville Properties Partnership or its successor Lee Chira, Trustee (each to the extent of its ownership of lots in any phase of Poplar Creek Estates and for the time during which ownership continues) both doing business in Nashville, Tennessee, their successors and assigns.

5. "Site" or "Lot" shall mean or refer to any plot of land to be used for single-family residential purposes and so designated on the subdivision plat or survey of Poplar Creek Estates which shall be of public record.

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

7. "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 Nashville, Davidson County, Tennessee, which subdivision is and shall be commonly known as Poplar Creek Estates.

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 the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural where the context so requires.

10. "Poplar Creek Estates" shall mean and refer to that certain residential community known as Poplar Creek Estates which is being developed on real property now or previously owned by Developer(s) in Nashville, Davidson County, Tennessee, together with such additions thereto as may from time to time be designated by Developer(s) whether or not such additions are contiguous with or adjoining the boundary lines of Poplar Creek Estates, Phase I, as shown in the subdivision Plat(s) of record.

ARTICLE II

PROPERTIES SUBJECT TO THIS DECLARATION

Section One. The property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Nashville, Davidson County, Tennessee, and is more particularly described and shown on Exhibit A hereto. Only those Sites and Common Areas are made subject to this Declaration, provided, however, Developers reserve the right to subject other real property, both Sites and Common Areas, to the restrictions set forth herein as provided below.

Section Two. Without further assent or permit, Developer hereby reserves the right, exercisable from time to time, to subject other real property to the restrictions set forth herein, in order to extend the scheme of this Declaration to other property to be developed as part of Poplar Creek Estates and thereby to bring such additional properties within the jurisdiction of the Association.

The additions herein authorized shall be made by filing of record one or more supplementary Declarations which shall name the properties to be subject to this Declaration and which shall extend the jurisdiction of the Association to such property thereby subjecting such additional sites to assessment for their just share of the Association's expenses in accordance with the rules established herein. Each supplementary Declaration may contain such complementary additions and modifications of the Covenants, Conditions and Restrictions contained herein as may be necessary to reflect the different character of the added properties; PROVIDED, however, any such supplemental Declaration or any such other Declaration which applies to added properties only shall not revoke or otherwise amend the provisions of this Declaration as they apply to the properties herein subjected thereto.

ARTICLE III
PROPERTY USE REQUIREMENTS

Section One. Approval Requirements.

1. There is an Architectural Review Committee which shall have a minimum of one member and a maximum of five members. So long as any phase of Poplar Creek Estates is being developed, the Developer(s) shall appoint the member(s) and establish their term(s) as they, in their sole discretion, determine to be appropriate. When development of each phase of Poplar Creek Estates is ninety percent (90%) completed, as evidenced by owner occupancy of ninety percent (90%) of the lots in each phase of the development, the Board of Directors of the Homeowners' Association shall have that same power of appointment.

2. No structure of any kind, building, improvement or exterior change of such shall be erected, placed, altered or moved upon any lot in Poplar Creek Estates unless and until the plans, details and specifications for said erection, placement, moving, alteration or construction, together with a plot plan showing the location of such structure, building, improvement, landscaping, or alteration have been submitted to and approved by the Architectural Review Committee. No fence, shield or wall shall be erected, placed or altered on any lot in Poplar Creek Estates until the plans and specifications and plot plans showing the location of such have been submitted to and approved by the Architectural Review Committee.

3. The approval power of the Architectural Review Committee concerning the items listed in this Article III shall include not only such items themselves but also the proposed workmanship, materials, placement of materials, energy conservation, harmony of exterior design (including both texture and color), finished grade level and appropriateness within the existing community.

4. The approval of the Architectural Review Committee herein required shall be requested and obtained in writing before any construction, erection, placement, alteration, change of exterior appearance or movement of structures is commenced. In the event the Architectural Review Committee fails to approve or disapprove submitted plans and specifications within forty-five (45) days after submission, approval will not be required and this Article will be deemed to have been fully met.

Section Two. Use Requirements and Restrictions.

1. Single Family Residential Purposes Only.

Lots in this subdivision shall be known and described as single family residential lots and shall be used for single family residential purposes only, and for no other purpose. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

2. Finished Floor Area.

For each single family residence, the minimal living area of any residence constructed on any lot, exclusive of basements, garages, porches and carports, shall be 1800 square feet. However, when it is determined from an engineering standpoint that a single story, story and a half or split level residence cannot be placed upon the lot due to the lot's configuration, then a special request may be made of the Architectural Review Committee for a waiver of such square footage requirements. The Architectural Review Committee, in its sole discretion, may allow the building of one story homes with 1,600 square feet and one story and a half or split level homes of 1,700 square feet.

3. Construction Materials.

Exterior materials on all residences in Poplar Creek Estates shall be required to be 80% brick, excluding chimneys, with brick to grade completely encompassing the residence. The Architectural Review Committee, in its sole discretion, may grant approval to the building of homes completely of dryvit.

4. Garages and Parking.

Each residence shall be required to have an attached or basement garage facility. Each resident shall be required to have at least two off street parking places for each residential lot. Parking facilities shall be on the same residence as the lot served and may be located in either the rear or side yard of said residential lot. Parking of any boats or other large vehicles shall be off the street and shall be in the garage, to the side or rear of the home.

5. Temporary Buildings.

No temporary building, trailer, mobile home, basement, tent, shack, garage, barn or any other type of temporary or partly finished building or structure shall be erected or placed upon any lot for any purpose. A Developer, however, or others with the permission and approval of the Developer, may maintain a temporary building, mobile home or trailer, as a temporary office on lots to be sold, for the purpose of completing the sale of lots or parcels of land in the subdivision. A construction office and/or storage trailer, not exceeding two per lot, may be located on a lot for a maximum of six months after move in.

6. Lawns-Yards.

The owners of lots, including ones on which construction has not commenced, or occupants of residences thereon shall keep and maintain such lots in a neat and orderly fashion, causing the shrubbery to be trimmed to avoid excessive heights, promptly removing dead shrubs and broken tree limbs, cutting grass and removing rubbish. Grass shall not be allowed to exceed the height of eight inches. If the owner of a lot or occupant of a residence thereon, after notice in writing from a Developer, the Homeowners Association or the Architectural Review Committee (any of which are referred to as the noticing entity) shall fail and refuse to comply with a reasonable request to observe this restriction, the noticing entity or its appointees may enter upon such lot for the purpose of cutting grass, trimming shrubs or cleaning up the lot, if the same be reasonably required, charging the expense thereof to the

owner of the lot or the occupant of the residence thereon. In such case, the noticing entity shall be entitled to the benefits of a mechanic's lien.

7. Animals, Birds and Pets.

No poultry, livestock, or animals, other than house pets, shall be kept or maintained on any lot. Dogs or cats may be kept upon a lot as pets only. They shall not be kept, bred or maintained for sale or any commercial use or purpose. Pets shall be sheltered inside residential or garage structures and no doghouse or other separate animal shelter shall be constructed outside, unless approved by the Architectural Review Committee.

8. Commercial Activity.

No business, trade, profession or commercial activity or calling of any kind shall be conducted in any building or on any lot or lots, provided that this restriction shall not be construed so as to interfere with the right of members of recognized professions to receive the usual and ordinary calls at their homes though they shall not maintain offices for the sale of goods, regular consultation or treatment in their home.

9. Signs.

No solicitation, signs, advertisements, billboards, or advertising structures of any kind shall be erected or maintained on any lot or building site, except with the prior approval in writing of the Developers; provided, however, that there shall be allowed one advertising sign, which sign shall not be more than eight square feet of area, so long as such is used for the sole and exclusive purpose of advertising for sale the lot or building upon which it is erected.

10. Prohibitions.

Satellite dishes are prohibited unless expressly authorized by the Architectural Review Committee along with a landscaping plan for the placement of such. Clothes lines are expressly prohibited. No fence shall be constructed of any material except wood and such shall not extend beyond the front corners of any residence. All metal storage buildings are prohibited. Outbuildings of any description are prohibited; however, the Architectural Review Committee has the authority, in its sole discretion, to make exceptions to this prohibition. Application for such exemption must be made in accordance with this Article.

11. Driveways, Walkways and Mailboxes.

Each lot shall include a driveway made of exposed aggregate concrete. Each lot is required to have a four-foot wide walkways made of exposed aggregate concrete. Each lot is required to put up a brick mailbox or a mailbox which is style "F" from Herndon & Merry Co., Nashville, Tennessee or such other company carrying the same mailbox, painted "Belle Meade Green" in color and lettered in the "White Roman" style, including the address and street name only.

12. Lots Altered.

No lot or building site shall again be subdivided, re-subdivided, altered or changed so as to produce less area than established on the Plat of the subdivision, except with the joint approval of a Developer and the County Planning Commission. The right is expressly reserved to a Developer to alter the boundaries of individual lots, but only with the approval of the County Planning Commission.

ARTICLE IV
ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS

Section One. Association.

1. There shall be a Homeowners' Association created for the purposes of maintaining the common areas, unifying the homeowners within the covered property for all the mutual advantages resulting therefrom, to enhance and maintain the value of the property and to engage in any other activity which may be to the mutual benefit of the property owners and other activity which is authorized under the laws of the State of Tennessee. The name of this association shall be Poplar Creek Estates Homeowners' Association.

2. As Poplar Creek Estates may be developed in phases, membership in the Homeowners' Association shall also come in phases. New phases may be turned over to the Homeowners' Association when 75% of the lots in that phase are owner occupied. At the next annual or specially called meeting following the addition of the phase, notice shall be sent to all owner occupied residences in that phase noticing them of their membership in the Homeowners' Association and all rights and duties resulting therefrom.

Section Two. Membership.

1. Every person or entity who is the Owner of record of a fee interest in any Site within the Properties shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, By-Laws, rules and regulations and these Restrictions. The foregoing is not intended to include persons or entity who hold an interest in any Site merely as security for the performance of an obligation or those owners of homes in Phases not yet included in the Association. Ownership of such Site shall be the sole qualification for membership. When any Site is owned of record in tenancy by the entireties or tenancy in common or by some other legal entity, membership as to such Site(s) shall be joint and the right of such membership (including the voting power arising therefrom) shall be exercised only as stipulated in Section Three hereinbelow.

2. During any period in which a member shall be in default in the payment of any annual, special or other periodic assessment levied by the Association, the voting rights and right to the use of the Common Areas or any other facilities which the Association may provide may be suspended by the Board of Directors until such assessment is paid. In the event of violation by 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. Such hearing shall only be held by the Board (or a committee thereof) after the member is given ten (10) days prior written notice specifying each alleged violation and setting the time, place and date of the hearing. Determination of violation shall be made by a majority vote of the Board or the Committee thereof.

3. 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, assessments, and special assessments levied upon each Member's Lot as specified in the Declaration, the By-Laws, or as the Developer or the Directors of the Association may from time to time hereafter adopt.

Section Three. Voting and Voting Rights.

1. The voting rights of the membership shall be appurtenant to the ownership of the Site. There shall be two (2) classes of Sites in each Phase with respect to voting rights:

A. Class A. Class A Sites shall be all Sites except Class B Sites as the same are hereinafter defined, and the Owner of each such Class A Site shall be entitled to one (1) vote.

When two or more persons hold an interest (other than a leasehold or security interest) in any Site, all such persons shall be Members. The vote for such Site shall be exercised by one of such persons as proxy and nominee for all persons holding an interest in a Site and in no event shall more than one (1) vote be cast with respect to any Site.

B. Class B. Class B Sites shall be all Sites owned by Developer which have not been converted to Class A Sites as provided below. Developer shall be entitled to four (4) votes for each Class B Site which it retains. The Class B Sites shall cease to exist and shall be converted to Class A Sites when seventy-five percent (75%) of all Sites in that Phase contain owner occupied residences. However, the Class B Sites shall not, in any event, cease to exist until the expiration of five (5) years from the date hereof, or for later Phases, five (5) years from the date of any supplemental Declaration making property or additional Phases subject to this Declaration.

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

3. Members shall vote in person or by proxy executed in writing by the Member. No proxy shall be valid after eleven (11) months from the date of its execution or upon conveyance by the Member of his Site. 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.

4. Voting on all matters except the election of Directors shall be by voice vote or by 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 elections may be conducted by mail.

5. The Developer(s) shall have the right to at least one (1) representative on the Board of Directors during the first ten (10) years after the date hereof or the first ten (10) years after the date of the last supplemental Declaration making property or additional Phases subject to this Declaration. The Developer(s) may waive this right by written notice to the Homeowners' Association.

ARTICLE V

COMMON AREA PROPERTY RIGHTS

Section One. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Areas, including any Common Area which may be added in subsequent Phases of Poplar Creek Estates, or by supplements hereto, which shall be appurtenant to and shall pass with the title for every Site subject to the provisions of this Declaration and 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 Areas to Owners, their families, and guests or to the owners, families and guests of a certain Phase in Poplar Creek Estates;
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 for any infraction of the Association's published rules and regulations;
3. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless the Members entitled to at least two-thirds (2/3) of the votes appurtenant to Class A Sites and Class B Sites agree to such dedication or transfer and signify their agreement by a signed and recorded written document, provided that this paragraph shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of electrical, gas, telephone, cablevision, water and sewerage utilities, and drainage facilities upon, over, under and across the Common Area without the assent of the membership when such easements are requisite for the convenient use and enjoyment of the Properties.

PROVIDED, however, said Association shall not be dissolved nor shall it dispose of any Common Open Space by sale or otherwise without first offering to dedicate the same to the Metropolitan Government of Nashville and Davidson County, Tennessee, and the said dedication being approved by the Metropolitan Planning Commission.

Section Two. The right and easement of enjoyment granted to every Owner in Section One 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 Areas to his tenants who occupy the residence of the Owner within the Properties.

Section Three. Every Owner shall have such interest in all of the property owned by the Association as is represented by the ratio of the number of votes to which said Member is entitled to the total number of votes, both Class A and Class B Members, in the Association.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section One. Monthly or Annual Assessment for Maintenance Fund. For each Class A Site owned within the Properties, every Owner covenants, and each subsequent Owner of any such Site, by acceptance of a deed therefor, whether or not it is so expressed in such deed, is deemed to covenant and agree to pay to the Association monthly or annual assessments or charges for the creation and continuation of a maintenance fund in the amount hereinafter set forth, which may be levied by the Board of Directors of the Association.

It is understood that prior to significant owner occupancy in any phase of Poplar Creek Estates, the Developer may provide for certain maintenance functions. However, the responsibility for maintenance of common areas lies with the Homeowners' Association and any voluntary maintenance action by the Developer during the early states of development does not constitute either a promise to continue such maintenance or establish a precedent for requiring the continuance of such maintenance.

Section Two. Purpose of Assessments. The assessments levied by the Association shall be used to provide funds for those purposes which the Association deems are for the benefit of its Members, which purposes shall include maintenance, landscaping and beautification of the Common Areas, maintenance of all walkways, streets and passageways, entrance structure, walls and fences constructed by Developer, and maintenance of all landscaped areas. Funds may also be used to provide other services for the Association Members to promote the health, safety and welfare of the residents of the community and in particular for the acquisition, improvement and maintenance of properties, services and facilities related to the use and enjoyment of the Common Areas, including but not limited to the cost of repair, replacement and additions thereto; the employment of a general manager and other personnel; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Areas; the procurement and maintenance of insurance; the employment of attorneys, accountants and other personnel whom the Directors may determine to be useful; the employment of security personnel to provide any service which is not readily available from any governmental authority and such other needs as may arise. In addition, the Association may maintain and operate recreational areas, including playgrounds, swimming pool, tennis courts and club house and the Association shall assess the membership or the portion of the membership served thereby all reasonable costs so incurred.

Section Three. Creation of the Lien and Personal Obligation of Assessment. In order to secure payment at and after due date, as each assessment becomes due, there shall arise a continuing lien and charge against each Site, the amount of which shall include costs and reasonable attorney's fees to the extent permissible by law. Each such assessment, together with such 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, such personal obligation shall not pass to successors in title unless expressly assumed by them, provided such assumption shall not relieve such owner of such obligation if the same is not paid when due by the successor assuming it.

Section Four. Exempt Property. The assessments, charges and liens created under this Article VI shall not apply to the Common Areas, nor shall they apply to any Site, the title to which is vested either in any first mortgagee subsequent to foreclosure; PROVIDED, however, that upon the resale of such property by such first mortgagee the assessment herein provided shall again commence and accrue and shall be fully applicable to such Site upon the conveyance to any subsequent Owner. Any Site which Developer may thereafter designate for common use as part of the Common Areas or otherwise shall be exempt from the assessments and charges created herein. In addition, all property dedicated to and accepted by a local public authority and all land granted to or used by a utility company shall be exempt from such assessments.

Section Five. Assessments Prior to Activation of the Association. The Developer of any phase shall have authority to assess all Class A Sites within that phase prior to the phase having sufficient owner occupancy to become a part of the Association, provided that the maximum assessment, per month, shall not exceed Fifty (\$50.00) Dollars per lot during the first year, provided further, that this authority shall expire, in any event, on January 1, 2005.

Section Six. Special Assessments. In addition to the monthly or annual assessments, the Association may levy, in any assessment year, a special assessment applicable to that year only, provided that any such assessment shall have affirmative votes of not less than a two-thirds (2/3) majority of a meeting of the Members, held after not less than five (5) days notice in writing.

Section Seven. Date of Commencement of Annual or Monthly Assessment: Due Dates: Certificate of Payment. Annual or monthly assessments provided for herein shall commence as to all Sites on the date and in the amount established by the first Board of Directors. At least thirty (30) days before January 1 of each year, the Board of Directors shall fix the amount of the annual assessment against each Site and in the event the Board elects not to fix such assessment rate as herein provided, the amount of the prior year's annual assessment shall be the fixed amount. In the event other Phase(s) are added to coverage hereunder, then the Board of Directors may establish a separate assessment rate for the sites in such Phase, as may be necessary to reflect the different character of the added Phase. Written notice of any changed or new assessment rate shall be sent to every Owner. The due dates for the payment of annual and special assessments 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 Site have been paid to date.

Section Eight. Effect of Non-Payment of Assessment: Remedies of the Association. On any assessment not paid by the due date, the Association, its agent or representative, may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Site to which the assessment relates. Interest, costs and reasonable attorney's fees for such action or foreclosure shall be added to the amount of such assessment to the extent allowed by law. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas or abandonment of his lot.

Section Nine. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any deed of trust (sometimes hereinafter called "mortgage") of any Site. Sale or transfer of any Site shall not affect any assessment lien. The sale or transfer of any Site which is subject to any mortgage, pursuant to a foreclosure thereof, or under a power of sale or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer, but the Association shall have a lien upon the proceeds from foreclosure or of sale junior only to the said foreclosed first mortgage but senior to the equity of redemption of the mortgagor or trustor. No sale or transfer shall relieve such Site from liability for any assessment thereafter becoming due or from the lien thereof.

Section Ten. Failure to Maintain Common Areas.

In the event said Association fails to maintain the Common Open Spaces in reasonable order and condition in accordance with the Plan, the Metropolitan Zoning Administrator may serve written notice upon such organization and/or the owners or residents of the planned unit development and hold a public hearing. After thirty (30) days, if deficiencies of maintenance are not corrected, the Metropolitan Zoning Administrator shall call upon any public or private agency to maintain the Common Areas for a period of one (1) year. If the Metropolitan Zoning Administrator determines that the organization is not prepared for the maintenance for the Common Areas, such agency shall continue maintenance for yearly periods.

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

ARTICLE VII
EASEMENTS

Section One. General. Each Site now or hereafter subjected to this Declaration shall be subject to all easements shown or set forth on the recorded plat(s) of survey upon which such Lot is shown. No structure(s) of any type shall be erected or placed upon any part of a Lot or Common Area which will interfere with the rights and use of any and all easements shown on said recorded plat(s).

Section Two. Emergency. There is hereby reserved without further assent or permit, a general easement to all policemen, security guards employed by a Developer or the Homeowners' Association, firemen, ambulance personnel and all similar persons to enter upon the properties or any portion thereof which is now or hereafter made subject to this Declaration to engage in the performance of their respective duties.

Section Three. Drainage. Each lot shall have a five (5) foot side of lot utility and/or drainage easement and a ten (10) foot rear of lot utility and/or drainage easement.

ARTICLE VIII

GENERAL PROVISIONS

Section One. Duration.

The foregoing restrictions shall be construed to be covenants running with the land and shall be binding and effective until December 31, 2015, at 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 of the then Owners of the above described 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, agrees that this Declaration may be extended as provided in this Article.

Section Two. Amendment.

The covenants and restrictions of this Declaration may be amended by the Developer(s), without joinder of any Site owner, for a period of eight (8) years from the date hereof or eight (8) years from the date of the last supplement hereto which adds additional properties to Poplar Creek Estates; thereafter by an agreement signed by at least two-thirds (2/3) of the owners whose Sites are then subject hereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. 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 amended as provided herein.

Section Three. Enforcement and Severability.

If any person, firm or corporation shall violate or attempt to violate any of these restrictions, it shall be lawful for any other person, firm or corporation owning any property within Poplar Creek Estates to bring an action against the violating party at law or in equity for any claim which these restrictions may create in such other owner or interested party either to prevent said person, firm, or corporation from so doing such acts or to recover damages for such violation. The provisions of this Section are in addition to and separate from the rights of the Association to collect Association fees. Any

failure by Developer or any property Owner 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.

Invalidation of any one or more of these restrictions by judgment or court order shall neither affect any of the other provisions not expressly held to be void nor the provisions so voided in circumstances or applications other than those expressly invalidated, and all such remaining provisions shall remain in full force and effect together with the provisions ruled upon as they apply to circumstances other than those expressly invalidated.

Section Four. Headings and Binding Effect.

Headings 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 paragraphs to which they refer. The covenants, agreements and rights set forth herein shall be binding upon and inure to the benefit of the respective heirs, executors, successors and assigns of the Developer and all persons claiming by, through or under Developer.

Section Five. Unintentional Violation of Restrictions.

In the event of unintentional violation of any of the foregoing restrictions with respect to any Lot, the Developer(s) or its successors reserve the right (by and with the mutual written consent of the Owner or Owners for the time being of such lot) to change, amend, or release any of the foregoing restrictions as the same may apply to that particular Lot.

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IN WITNESS WHEREOF, Poplar Creek Development Co. and Nashville Properties Partnership have caused this Declaration of Covenants, Conditions and Restrictions to be duly signed this [22nd] day of September, 1994.

POPLAR CREEKE DEVELOPMENT CO.

LEE CHIRA, Trustee