

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE RESIDENTIAL PORTIONS
OF RANSOM PLACE PHASES ONE AND TWO

PREAMBLE

BOOK 7867 PAGE

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THIS DECLARATION of Covenants, Conditions and Restrictions (hereinafter referred to as "this Declaration") made and published on or as of the date hereinafter set forth, by and between METROPOLITAN AIRPORT CENTER LIMITED PARTNERSHIP f/k/a Metropolitan Airport Center Limited, a Tennessee limited 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; 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 said development; and

WHEREAS, Developer desires to make provisions concerning the maintenance and ownership of the open spaces located therein; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said development, and to fulfill the foregoing objects, purposes and requirements, to create an entity to which should be delegated and assigned the powers of maintaining and administering the open spaces, 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 Ransom Place Homeowners' 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, 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 of which are to be construed as covenants running with the land, which shall inure to the benefit of each owner thereof, and which shall be binding on all parties having or acquiring any right, title or interest in the hereafter described property or any part thereof, whether pursuant to a deed of any kind (including, without limitation, a deed in lieu of foreclosure, a trustee's deed or an installment deed), the exercise of any right or remedy contained in a deed of trust, mortgage or other security instrument or document, or pursuant to any other document, instrument or proceeding whatsoever. Every person or other party hereafter acquiring any of the within described property 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

DEFINITIONS

The following words, when used herein, shall have the following meanings:

Section 1. "Association" shall mean Ransom Place Homeowners' Association, a Tennessee not-for-profit corporation, its successors and assigns, which has as its members all owners of Lots in the Property. (The Association's by-laws ["By-Laws"] are attached as Exhibit B and are incorporated herein by reference.)

Section 2. "Open Area" shall mean the real property in the residential portion of Ransom Place Phase One (including the improvements thereto) designated as open space on the Plat.

Section 3. "Declaration" shall mean this instrument.

Section 4. "Developer" shall mean Metropolitan Airport Center Limited Partnership, its successors and assigns.

Section 5. "Lot" shall mean any numbered residential lot shown on the Plat.

Section 6. "Lot Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Plat" shall mean the plat of Ransom Place Phase One recorded in Book 6900, page 922, in the Register's Office for Davidson County, Tennessee.

Section 8. "Property" shall mean the real property constituting the residential portion of Ransom Place Phase One, which real property is described on Exhibit A hereto.

Section 9. "By-Laws" shall mean and refer to the By-Laws of Ransom Place Homeowners' Association, which By-Laws are Exhibit B to this Declaration. Notwithstanding Article XII of the By-Laws which specifies that the By-Laws may be amended by a majority of a quorum of Association members, FHA/VA shall have the right to veto amendments to the By-Laws which are made prior to the termination of Class B membership in the Association.

ARTICLE II

PROPERTY SUBJECT TO DECLARATION

Section 1. Property Subject to this Declaration. Developer hereby declares that the Property shall be held, sold and conveyed subject to the easements, restrictions, covenants, and conditions of this Declaration, which are for the purpose of protecting the value and desirability of the Property, and which shall run with the land and be binding on and inure to the benefit of all parties having any right, title or interest in the Property or any part thereof, and their heirs, devisees, executors, administrators, successors, and assigns.

ARTICLE III

PROPERTY RIGHTS

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

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

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

(c) the right of the Association to grant permits, licenses, and easements over the Open Area for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of this development.

Section 2. Delegation of Use. Any Lot Owner may delegate his right of enjoyment to the Open Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Lot.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Lot Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

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

Class A. Class A members shall be all Lot Owners, with the exception of 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 constitute one Lot Owner.

Class B. The Class B member shall be Developer 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 either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on June 30, 1994.

As long as Developer is a Class B member of the Association, the Association shall not enter into, either directly or indirectly, contracts or leases (including management contracts) unless there is a right of termination of any such contract or lease, without cost, which may be exercised without penalty at any time after Developer ceases to be a Class B member, upon not more than ninety (90) days notice to the other party.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each Lot Owner other than Developer, by acceptance of a deed to his Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) an initial assessment of Ten and no/100 Dollars (\$10.00) upon purchase of a Lot, (2) annual assessments or charges, and (3) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Upon cessation of Class B membership, Developer, for each Lot owned, hereby covenants to pay annual, special, and initial assessments. Prior to the cessation of Class B membership, Developer will not be obligated to pay assessments, but will cover any deficit or shortfall in the Association budget. The initial, annual, and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each 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 Lot Owner 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; Reserve Fund; Working Capital. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Lot Owners, to provide for the maintenance of the Open Area, to pay the fees of any management agent the Association may employ to manage the affairs of the Association, and to pay other reasonable and necessary expenses of the Association.

The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of the improvements to the Open Area. Said fund is to be maintained out of annual assessments for common expenses. The Association shall also maintain a working capital fund comprising the initial assessments called for above. Each Lot's share of the working capital fund shall be collected and transferred to the Association at the time of closing of the sale of each Lot and shall be maintained in an account for the use and benefit of the Association. The purpose of the fund is to assure that the Association will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services that are necessary or desirable. Amounts so paid into the fund are not to be considered as advance payment of regular annual assessments. If the working capital fund proves inadequate for any such unforeseen expenditure incurred while Developer is a Class B member of the Association, Developer shall cover any deficit or shortfall. Moreover, upon the cessation of Class B membership, Developer will pay initial assessments on all Lots it then owns.

Section 3. Maximum Annual Assessments.

(a) Until January 1 of the year immediately following the conveyance of the first Lot to a Lot Owner, other than Developer, the maximum annual assessment shall be Thirty Dollars (\$30.00) per Lot.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to a Lot Owner, the maximum annual assessment shall not be increased or decreased more than five percent (5%) per annum.

(c) From and after January 1 of the year immediately following the conveyance of the first Lot to a Lot Owner, the maximum annual assessment may be increased above said percentage by a vote of fifty-one percent (51%) of each class of Association members who are voting in person or by proxy, at a meeting duly called for this purpose.

(d) The board of directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment in order to pay for, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Open 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 Association members who are voting in person or by proxy at a meeting duly called for this purpose, and provided further that no such special assessment shall be levied to pay the cost of constructing any tennis court, swimming pool, or other recreational facility without the consent of all members of the Association.

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 of this Article V 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 percent (60%) of all 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. Date of Commencement of Annual Assessments; Due Dates.

The annual assessments provided for herein shall commence as to Lots not owned by Developer on the first day of the first month following the deed of the first Lot to a Lot Owner. As to Lots owned by Developer while Developer is a Class B member, the annual assessments shall commence as to each Lot when the improvements constructed on the Lot are completed and ready for occupancy; provided, however, Developer will cover any expenses incurred while Developer is a Class B member that are payable out of annual assessments to the extent such annual assessments prove inadequate. As to Lots owned by Developer not already subject to annual assessment when Developer ceases to be a Class B member, annual assessments shall commence on the first day of the first month after Class B membership ceases. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of directors of the Association 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 Lot Owner subject thereto. The due dates shall be established by the board of directors of the Association. 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 shall be binding upon the Association as of the date of its issuance.

Section 7. Effect of Non-Payment of Assessments; Remedies of the Association.

Any assessment or installment thereof not paid within thirty (30) days after the due date shall be subject to a late charge in an amount established by the board of directors of the Association and shall bear interest from the due date at a rate equal to the highest contract rate allowed by law from time to time. The Association may bring an action at law against the Lot Owner personally obligated to pay the same, or foreclose the lien against the Lot judicially. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Open Area or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments on any Lot provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed on the Lot. Sale or transfer of any Lot shall not affect the assessment lien. The sale or transfer of any Lot pursuant to first mortgage foreclosure or any proceeding in lieu thereof, however, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Any such delinquent assessments which are extinguished pursuant to the foregoing sentence may be reallocated and assessed to all Lot Owners as a common expense. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien therefor.

Section 9. Payment of Assessments in Monthly Installments. All annual assessments shall be payable in equal monthly installments. The Association may allow special assessments to be paid in such installments as it deems necessary and proper.

ARTICLE VI

INSURANCE

Section 1. Open Area. Subject to the minimum requirements set forth below, the Association shall keep in force and maintain such liability and other insurance as it shall deem necessary relating to the Open Area. The Association may also insure any other property, whether real or personal, owned by the Association, against such hazards as may be deemed desirable by the Association. Premiums

for all insurance carried by the Association shall be part of the expenses covered by the annual assessments of the Association. At a minimum, the Association shall maintain extended coverage, all-risk hazard insurance (100% of replacement cost) for any improvements on the Open Area. If they are available, said policy shall have agreed amount and inflation guard endorsements, a construction code endorsement, if applicable, steam boiler and machinery coverage, if applicable, a stipulation that it will not be cancelled without ten (10) days prior notice, and a waiver of subrogation rights against Lot Owners. The Association shall also maintain flood insurance if the Open Area is in the federal flood hazard area and liability insurance covering damages resulting from operation, maintenance, or use of the Open Area, and liability related to employment contracts of which the Association is a party. The amount of such liability insurance shall not be less than \$1,000,000 (combined single limit) and the policy shall provide that there shall be no denial of coverage because of a Lot Owner's claim of negligence of the Association or of other Lot Owner(s). Finally, said policy shall provide that it will not be cancelled, except on ten (10) days prior notice.

The foregoing to the contrary notwithstanding, the Association shall maintain such other or additional insurance as may be required from time to time by the Federal National Mortgage Association ("FNMA") guidelines.

Section 2. Lots. Insurance against damage by fire or other casualty to the improvements on any Lot, liability insurance with respect to occurrences on any Lot, and other insurance relating to each Lot shall be the responsibility of the individual Lot Owners.

Section 3. Fidelity Bonds.

(a) Blanket fidelity bonds will be maintained by the Association for all officers, directors, trustees, and employees of the Association handling or responsible for funds of or administered by the Association or any other persons handling or responsible for funds of or administered by the Association. Further, in the event the Association delegates some or all of the responsibility for the handling of funds to a management agent, a blanket fidelity bond will be required for officers, employees, and agents of such management agent handling or responsible for funds of, or administered on behalf of, the Association.

(b) The total amount of fidelity bond coverage shall be based upon the best business judgment of the officers of the Association and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bond be less than a sum equal to three (3) months' aggregate assessment on all Lots plus reserve funds.

(c) All such fidelity bonds shall:

(i) Name the Association as an obligee;

(ii) Contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions; and

(iii) Shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days prior written notice to the Association.

(d) Premium on all such fidelity bonds (except premiums on fidelity bonds maintained by a management agent for its officers, employees, and agents) shall be paid by the Association as a common expense.

ARTICLE VII

NOTICES AND INFORMATION

Section 1. Notices to Mortgagees. Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor of any first deed of trust lien on any property located in the subject development and the Lot number or address, any such lien holder or insurer or guarantor shall be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the subject development or a Lot on which there is a first deed of trust lien held, insured, or guaranteed by such eligible deed of trust lien holder or eligible insurer or guarantor, as applicable;

(b) Any delinquency in the payment of assessments or charges owed by a Lot Owner subject to a first deed of trust lien held, insured, or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action which would require the consent of a specified percentage of deed of trust lien holders.

Section 2. Information. The Association shall, upon written request, make available to Lot Owners and to the holders, insurers, or guarantors of any first mortgage, current copies of this Declaration, the attached by-laws, and any other rules concerning this development, and the books, records and financial statements of the Association. "Available" means available for inspection upon request, during normal business hours or under other reasonable circumstances. In addition, the holder of any first mortgage on a Lot shall be entitled, upon written request, to a financial statement for the Association for the immediately preceding fiscal year.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. Developer's Responsibility and Duration. Developer shall have the responsibility of enforcing the provisions of this Article until Developer ceases to be a Class B member of the Association. The board of directors of the Association shall assume and be responsible for the enforcement of the Article thereafter. References to Developer in this Article shall, therefore, apply to the Association after it has assumed the enforcement of this Article.

Section 2. Approval of Plans and Specifications. Before commencing the construction, alteration, or addition of any single family dwelling or appurtenance thereto, the Lot Owner shall submit the building plans, layout, specifications, and site plans of all improvements (collectively "plans") to Developer for written approval. The plans shall include all materials for buildings, driveways, swimming pools, and all other appurtenances and front, rear, and side elevations. Developer shall give his approval or disapproval within thirty (30) days of delivery of said plans by a Lot Owner.

* Plans for any improvements must conform to the restrictions as set forth in this Declaration. Developer shall be the sole judge of such conformance or non-conformance and may approve or disapprove plans when, in its sole discretion, it determines that the proposed improvements or any feature of the plans are not architecturally or aesthetically compatible with the overall development.

If Developer approves the plans, the actual construction in accordance with the plans shall be the responsibility of the Lot Owner; provided, however, upon the completion of the improvements, the Lot Owner shall notify Developer, who shall forthwith inspect the improvements for the purpose of insuring compliance with the plans previously submitted.

In the event the Lot Owner fails to complete his construction according to the approved plans or to maintain the improvements situated upon his Lot in a manner satisfactory to the standards set forth by this Declaration, Developer may, after giving twenty (20) days notice in writing to the Lot Owner, and in the event of his continued failure to commence the correction of the matter(s) at issue, enter upon said Lot and complete, repair, maintain, or restore the exterior of the improvements erected thereon. The cost of said correction shall become the personal obligation of the Lot Owner, and until paid, shall be a judicially enforceable lien on the Lot subject only to any lien for unpaid property taxes, to any first mortgage, and to any lien for unpaid assessments.

Developer shall have the right to waive minor violations and allow minor variances where the same resulted unintentionally or without gross carelessness on the part of a Lot Owner and are not materially harmful to the development. If such waiver is granted, then thereafter such matter so waived shall no longer be deemed a violation of these covenants and restrictions.

The approval of Developer of the plans and completed improvements is not intended to be an approval of the structural stability, integrity, or design of a completed improvement or of the safety of any component therein, but is required solely for the purpose of insuring compliance with the covenants and restrictions contained in this Declaration, and further, to insure the harmonious and orderly architectural development and improvement of the Property. Notice is hereby given to any future occupant of any such completed improvement and to all invitees, business guests, licensees, and other persons who may from time to time enter or go on or about such completed improvements that no permission or approval granted by Developer with respect to construction pursuant to this Declaration shall constitute or be construed as an approval by Developer of the structural stability of any building, structure, or other improvement, and no liability shall accrue to Developer in the event any such construction shall subsequently prove to be defective.

No structure of a temporary nature shall be allowed on any Lot at any time except that of a Lot Owner's contractors and subcontractors during the period of construction or reconstruction of the improvements.

* Developer may appoint one or more other persons to aid in the approval or disapproval of any plans, but the ultimate responsibility for the enforcement of any and all obligations concerning conformity with the covenants and restrictions placed on the development shall be with Developer.

ARTICLE IX

RESTRICTIONS ON LOT USE, ETC.

Section 1. Land Use. No Lot shall be used except for private single family residential purposes. No structure shall be erected, placed, altered, or permitted to remain on any Lot not in keeping with this purpose. But a temporary sales and/or construction trailer is permitted.

Section 2. Setbacks. Minimum setback requirements have been established on the Plat, but are not intended to engender uniformity. It is, therefore, intended that setbacks may be staggered where appropriate for the preservation of trees and to assure vistas of open areas. Pursuant to Article VIII of this Declaration, Developer or the Association reserves the right to approve the site plan and location of the dwelling on each Lot and to arrange the same in such manner as it shall deem to be in the best interest of the overall development. However, no part of any structure shall be located on any Lot nearer to the front line nor to a side or rear line than the minimum setback line required by the Metropolitan Government of Nashville and Davidson County.

Section 3. Minimum Dwelling Sizes. The total living area of any one-level dwelling shall contain no less than twelve hundred (1,200) square feet, exclusive of unenclosed porches, patios, breezeways, and garages. Dwellings of two-levels

shall contain no less than seven hundred (700) square feet of living area on the main level.

Section 4. Construction of Dwellings, Driveways, and Walkways. No house shall have unfinished aluminum storm windows or doors. All driveways and walkways on each Lot shall be paved. No driveway or walkway constituted of loose gravel or rock shall be permitted except during construction.

Section 5. Garages, Carports. All garages or carports must be attached to the main dwelling.

Section 6. Dish Antennas, Solar Panels, Incinerators, Clotheslines, Fuel Storage Tanks. No dish antenna for satellite television sight or sound reception, no solar panels, no incinerators for garbage, trash, or other refuse, and no outside clotheslines shall be placed on any Lot. No tank, drum, or other container used to store any inflammable fuel shall be placed on any Lot other than small gasoline cans to serve lawnmowers.

Section 7. Disposal of Trash. Trash and garbage shall not be allowed to sit in front of any Lot. Garbage and trash to be picked up shall be placed in heavy plastic bags or in plastic or metal garbage cans and shall be put outside for pick-up no earlier than the morning of the day(s) of pick-up.

Section 8. Animals. Only animals traditionally recognized as household pets may be housed on any Lot, whether maintained indoors or outdoors. Owners are expected to observe the Metropolitan Nashville and Davidson County leash ordinance.

Section 9. Signs. Only signs twelve (12) square feet or less advertising the sale of a Lot shall be permitted on any Lot. Reasonable name signs and Lot number signs, however, are permitted.

Section 10. Nuisances. No noxious or offensive activity shall be conducted on any Lot nor shall any commercial activity be carried on by any Lot Owner except that a house may be shown for sale by a Lot Owner, his agent, or a Lot Owner/builder who is in the process of selling a newly constructed house.

Section 11. Use of Other Structures; Vehicles.

(a) No structure other than the single family dwelling shall be permitted on any Lot except on a temporary basis and with the permission of the board of directors of the Association. Swimming pool cabanas are permitted, however.

(b) No truck in excess of 3/4 ton, camping vehicle, or commercial vehicle shall be parked on any Lot unless housed in a basement or garage.

(c) No inoperable vehicles shall be parked on any street for any period of time in excess of that reasonably required to repair or tow said vehicles for repair.

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

ARTICLE X

EASEMENTS

Section 1. General. Developer reserves an easement for ingress and egress generally across the Property at all reasonable times and places, including the Lots, for the purpose of completing Developer's intended development. The easement shall remain a right belonging to Developer for so long as Developer is a Class B member of the Association. The board of directors of the Association

shall assume the easement for ingress and egress upon termination of said right in Developer.

Section 2. Emergency. There is hereby reserved without further assent or permission a general easement to all security guards employed by Developer, firemen, ambulance and health personnel, utility services personnel, and all similar persons to enter upon the Property while in the performance of their duties. The Association shall have the reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for proper maintenance and operation of the development.

Section 3. Plat Easements. The Plat contains certain designated easements for roads, utilities, and drainage. These easements so designated on the Plat encumber the Lots as shown on the Plat and are established as perpetual easements. Said easements are granted and reserved for the use and benefit in common of all Lot Owners and their family members, invitees, and licensees. No Lot Owner shall have the right to restrict, impede, or take any action in any way to prohibit or limit the use in common by all Lot Owners of said easements. However, use of the easements in the Open Area shall be subject to and governed by the provisions of this Declaration and the by-laws, rules and regulations of the Association. The roads shown on the Plat are public thoroughfares. The Metropolitan Government of Nashville and Davidson County has the responsibility for maintenance, repair, or replacement of said roads.

ARTICLE XI

GENERAL PROVISIONS

* Section 1. Enforcement. The Association, or any Lot 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. Failure by the Association or by any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of Articles VIII and IX of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by sixty-seven percent (67%) of those then owning the Lots and fifty-one percent (51%) of the first mortgagees who have requested notice of any proposed termination or amendment has been recorded prior to the expiration of said thirty (30) year period or any said ten (10) year period, as the case may be, agreeing to terminate said covenants and restrictions or to modify said covenants and restrictions in whole or in part for the next ten (10) year period.

* This Declaration may be amended by an instrument signed by not less than sixty-seven percent (67%) of the Lot Owners, and by not less than fifty-one percent (51%) of the first mortgagees who have requested notice of any proposed termination or amendment; provided, however, as to amendments that are not of a material nature a mortgagee's approval shall be deemed given if it does not respond within thirty (30) days of notice; provided further that while Developer is a Class B member this Declaration may not be amended without Developer's consent; and provided further that so long as Developer is a Class B member this Declaration may not be amended without FHA/VA approval. Any amendment must be recorded.

Section 4. Perpetuities and Restraints on Alienation. If any of the privileges, covenants, conditions, or rights created by this Declaration shall be unlawful, void, or voidable for violation of the Rule Against Perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of Elizabeth II, Queen of England.

Section 5. Special Provisions Concerning Open Area. This development, and particularly the Open Area, will be subject to the following provision of the Metropolitan Nashville and Davidson County Code:

81.51 Common open space. Any common open space established by an adopted final master development plan for planned development shall be subject to the following:

- (a) The Metropolitan Planning Commission and the Metropolitan County Council may require that the landowner provide for and establish an organization for the ownership and maintenance of any common open space, and such organization shall not be dissolved nor shall it dispose of any common open space, by sale or otherwise (except to an organization conceived and established to own and maintain the common space), without first offering to dedicate the same to the Metropolitan Government of Nashville and Davidson County and the said dedication being approved by the Metropolitan Planning Commission. However, the conditions of any transfer shall conform to the adopted final master development plan.
- (b) In the event that the organization established to own and maintain common open space, or any successor organization, shall at any time after the establishment of the planned unit development fail to maintain the common open space in reasonable order and condition in accordance with the adopted master development plan, the 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 when deficiencies of maintenance are not corrected, the zoning administrator shall call upon any public or private agency to maintain the common open space for a period of one year. When the zoning administrator determines that the organization is not prepared for the maintenance for the common open space such agency shall continue maintenance for yearly periods.

Section 6. Expansion. Developer may, without the joinder or consent of any other party, make all or part of the property described on Exhibit C subject to this Declaration by executing and recording an amendment hereto. Upon such annexation such additional property will be deemed a part of the Property.

Pursuant to Article XI, Section 6, the area described in Exhibit C hereto, 16.28 acres, is hereby annexed to and made a part of the Property as defined in Article I, Definitions, Section 8, and is further declared to be designated as Lots numbers 39 through 87 plus Open Space of Ransom Place, Phase Two, Sections One and Two, and subject to this Declaration of Covenants, Conditions and Restrictions For The Residential Portion Of Ransom Place.

Section 7. FHA/VA Approval. As long as there is Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veteran's Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 8. Mortgage/Conveyance of Open Area. The Open Area cannot be mortgaged or conveyed without the consent of sixty-seven percent (67%) of Class A members in the Homeowners' Association.

IN WITNESS WHEREOF, the undersigned, being Developer herein,
has hereunto set its hand and seal this 26th day of MAY,
1989.

METROPOLITAN AIRPORT CENTER
LIMITED PARTNERSHIP

Miller G. Kimbrough, Jr.
By: Miller G. Kimbrough, Jr.
Its General Partner

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, Miller G. Kimbrough, Jr., with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is a general partner of Metropolitan Airport Center Limited Partnership, a limited partnership, and is authorized by the limited partnership to execute this instrument on behalf of the limited partnership.

WITNESS my hand, at office, this 26th day of May,
1989.

LAURA LINCOLN
NOTARY
PUBLIC
COM.
EXPIRES
MAY 22, 1993
My Commission Expires:
5-22-93

Laura Lincoln
Notary Public