

# State of Tennessee



## Department of State

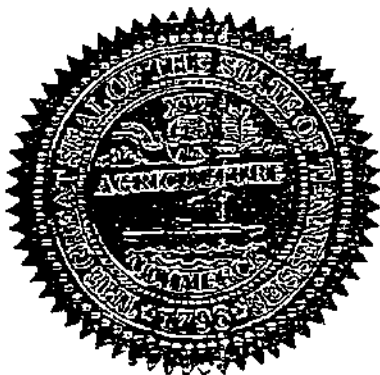
### Certificate

The undersigned, as Secretary of State of the State of Tennessee, hereby certifies that the attached document was received for filing on behalf of

MONTICELLO MANOR HOMEOWNERS ASSOCIATION

was duly executed in accordance with the Tennessee General Corporation Act, was found to conform to law and was filed by the undersigned, as Secretary of State, on the date noted on the document.

Therefore, the undersigned, as Secretary of State, and by virtue of the authority vested in him by law, hereby issues this certificate and attaches hereto the document which was duly filed on September 6th, 19 85.



*Hentry Crowell*

Secretary of State

*Walter Coakley*



Box 24 - Preparation - 1  
Harold Reeves, 2, 1111  
6-40 Spruce Lane  
Suite 213  
Nashville, Tenn 37211

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of FOUR o'clock, P.M.. If the day for the

annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

#### ARTICLE IV

##### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three 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.

#### ARTICLE V

##### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by Nominating Committee. Nomination 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 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 2. 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.

#### ARTICLE VI

##### MEETINGS OF DIRECTORS

Section 1. 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 2. 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 3. 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.

#### ARTICLE VII

##### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. 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 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 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 2. 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 a 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 office 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.

✓ (h) cause the exterior of the dwellings to be maintained.

## OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members;

keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

#### Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

### ARTICLE IX

#### COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

### ARTICLE X

#### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

### ARTICLE XI

#### ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of maximum rate permissible per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise abandonment of his Lot.

Members' other rights and obligations are further enumerated in the Declaration and are incorporated herein by reference.

ARTICLE XII  
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: MONTICELLO MANOR HOMEOWNERS ASSOCIATION

ARTICLE XIII  
AMENDMENTS

Section 1. The By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws the Declaration shall control

ARTICLE XIV  
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the MONTICELLO MANOR HOMEOWNERS ASSOCIATION, have hereunto set our hands this 30<sup>th</sup> day of August, 1985.

Kathy Clifton

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

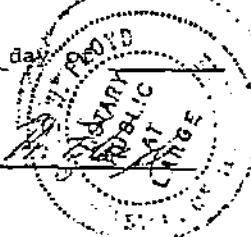
Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, Kathy Clifton

with whom I am personally acquainted and who made oath that they have read the foregoing By-Laws and state they are true and correct to the best of their knowledge, information and belief.

Sworn to and subscribed before me this 30th day of August, 1985.

Commission Expires: 5/13/89

NOTARY PUBLIC



## CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the  
MONTICELLO MANOR HOMEOWNERS ASSOCIATION, a TENNESSEE corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of  
said Association, as duly adopted at a meeting of the Board of Directors  
thereof, held on the \_\_\_\_\_ day \_\_\_\_\_, 1985.

IN WITNESS WHEREOF, I have hereunto subscribed my name and  
affixed the seal of said Association this 20th day of  
August, 1985.

John B. Calkins  
SECRETARY

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by  
Kirby Clifton and wife, Pauline Clifton, hereinafter referred to  
as "Declarant".

BOOK 6643 PAGE 958

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in  
Goodlettsville, County of Davidson, State of Tennessee,  
which is more particularly described as:

LAND in Goodlettsville, Davidson County, Tennessee, according to a  
recorded survey dated July 16, 1984, by Allen R. Trumbo, Tennessee  
surveyor No. 1127, of record in Book 6200, page 54, Register's Office,  
Davidson County, Tennessee.

BEGINNING at an iron rod situated in the easterly margin of Monticello  
Avenue (50' right-of-way), said point marking the southwesterly corner  
of the Ernest Pyle et ux property as of record in Book 4524, page 428,  
said Register's Office, said point also being the northwesterly corner  
of the property herein described; thence along aforementioned Ernest  
Pyle's southerly line S 77 degrees 44' 59" E, a distance of 628.88 feet  
to an iron rod situated in the westerly margin of Seaboard System Rail-  
road, said point situated in the southerly line of the aforementioned  
Ernest Pyle et ux property; thence, along aforementioned westerly margin  
of Seaboard System Railroad S 14 degrees 21' 44" W, a distance of 676.08  
feet to an iron rod situated in the northerly line of the Willie Luskey  
and Lettie Jones Property as of record in Book 4092, page 579, said  
Register's Office; thence along aforementioned Willie Luskey and Lettie  
Jones' northerly line N 76 degrees 37' 04" W, a distance of 307.47 feet  
to an iron rod, said iron rod being the northwesterly corner of the  
aforementioned Willie Luskey and Lettie Jones property, the northeasterly  
corner of the James L. Harris et ux property as of record in Book 2997,  
page 243, said Register's Office, thence along the easterly line of the  
aforementioned Fred W. Kinle et ux property and the James M. Smith  
property as of record in Book 2996, page 117, said Register's Office,  
N 12 degrees 28' 08" E, a distance of 273.68 feet to an iron rod situated  
in the northerly line of the aforementioned James M. Smith property;  
thence, along said northerly line N 78 degrees 28' 22" W, a distance  
of 296.34 feet to a concrete monument situated in the aforementioned  
easterly margin of Monticello Avenue; thence, along said easterly margin  
of Monticello Avenue N 12 degrees 03' 58" E, a distance of 399.61 feet  
to the point of beginning and containing 7.638 acres, more or less.

BEING the same property conveyed to Kirby Clifton and wife, Pauline  
Clifton by Deed from James M. Smith and wife, Dorothy B. Smith,  
Nellie Smith Tucker and Gladys Smith Hinkle of record in Book 6433,  
page 775, Register's Office, Davidson County, Tennessee.

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

## ARTICLE I

## DEFINITIONS

Section 1. "Association" shall mean and refer to MONTICELLO HOMEOWNER'S ASSOCIATION, its successors and assigns.

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

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

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All area situated in property known as Monticello Manor according to survey dated July 16, 1984 by Allen R. Trumbo, Tennessee Surveyor No. 1127, of record in Book 6200, page 54, Registers' Office, Davidson County, Tennessee, with exception of: area upon which each unit is built (except outside walls) consisting of 90 lots with dimensions of 17' 2" X 49'.

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

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

## ARTICLE II

## PROPERTY RIGHTS

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

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any easement against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

(d) the right of individual owners to the exclusive use of parking spaces as provided in this Article.

Section 3. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 4. Parking Rights: Ownership of each lot shall entitle the owner or owners thereof to the use of not more than 2 automobile parking spaces, which shall be as near and convenient to said lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The association shall permanently assign 2 vehicle parking spaces for each dwelling.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

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

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

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

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

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on July 31, 1987.

## COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, 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, and of the homes situated on premises.

(a) Exterior Maintenance. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces or patios.

In the event that the need for maintenance or repair of a lot or the improvements thereon is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests or invitees of the owner of the lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

ASSOCIATION shall not be responsible for interior maintenance of Structures not owned by Association.

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 Three Hundred Sixty dollars (\$360.00) per Lot.

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

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

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

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

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

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be 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 of 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 maximum rate permissible by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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

#### ARTICLE V

##### ARCHITECTURAL CONTROL

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 designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

#### ARTICLE VI

##### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. 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 2. Severability. Invalidity of any one of these covenants or restrictions by judgement 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 this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. 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.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

## ARTICLE VII

### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article; an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein,  
has hereunto set its hand and seal this 20th day of August  
1985.

KIRBY CLIFTON and wife, PAULINE CLIFTON  
Declarant

By: Kirby Clifton  
Pauline Clifton

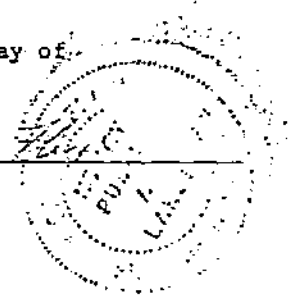
STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public  
in and for the State and County aforesaid, KIRBY CLIFTON and wife,  
PAULINE CLIFTON, with whom I am personally acquainted and who made  
oath that they have read the foregoing Declaration of Covenants,  
Conditions, and Restrictions and they are true and correct to the  
best of their knowledge, information and belief.

Sworn to and subscribed before me this 20th day of  
August, 1985.

George W. Clifton  
NOTARY PUBLIC

My commission expires: 5/15/87



32830

IDENTITY REFERENCE

AUG 30 10 56 AM '85

FELIX Z. WILSON II REGISTER  
DAVIDSON COUNTY, TN

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SECRETARY OF COMMERCE  
1985 SEP -S PM 12:29

ARTICLES OF INCORPORATION  
OF  
MONTICELLO MANOR HOMEOWNERS  
ASSOCIATION

Box 241  
Prepared by:

Harold Reeves, Attorney  
640 Spence Lane  
Suite 218  
Nashville, TN 37217

In compliance with the requirements of T. C. A. 48-1-101  
Et Seq., the undersigned, all of whom are residents  
of Tennessee and all of whom are of full age, have this day  
voluntarily associated themselves together for the purpose of forming  
a corporation not for profit and do hereby certify:

BOOK 6543 PAGE 965

ARTICLE I

The name of the corporation is MONTICELLO MANOR HOMEOWNERS  
ASSOCIATION, hereafter called the "Association".

ARTICLE II

The principal office of the Association is located at  
847 Springfield Highway, Goodlettsville (Davidson County, Tennessee 37072.

ARTICLE III

KIRBY CLIFTON, whose address is 847 Springfield  
Highway, Goodlettsville, TN 37072, is hereby appointed  
the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit  
to the members thereof, and the specific purposes for which it is  
formed are to provide for maintenance, preservation and architectural  
control of the residence Lots and Common Area within that certain tract  
of property described as:

Land in Goodlettsville, Davidson County, Tennessee, according to a  
recorded survey dated July 16, 1984, by Allen R. Trumbo, Tennessee  
Surveyor No. 1127, of record in Book 6200, Page 54, Register's Office,  
Davidson County, Tennessee.

BEGINNING at an iron rod situated in the easterly margin of Monticello  
Avenue (50' right-of-way), said point marking the southwesterly corner  
of the Ernest Pyle et ux property as of record in Book 4524, page 428,  
said Register's Office, said point also being the northwesterly corner of  
the property herein described; thence, along aforementioned Ernest Pyle's  
southerly line S 77 degrees 44' 59" E, a distance of 628.88 feet to an  
iron rod situated in the westerly margin of Seaboard System Railroad,  
said point situated in the southerly line of the aforementioned Ernest  
Pyle et ux property; thence, along aforementioned westerly margin of  
Seaboard System Railroad S 14 degrees 21' 44" W, a distance of 676.08  
feet to an iron rod situated in the northerly line of the Willie Luskey  
and Lettie Jones property as of record in Book 4092, page 579, said  
Register's Office; thence, along aforementioned Willie Luskey and Lettie  
Jones' northerly line N 76 degrees 37' 04" W, a distance of 307.47 feet  
to an iron rod, said iron rod being the northwesterly corner of the  
aforementioned Willie Luskey and Lettie Jones property, the northeasterly  
corner of the James L. Harris et ux property as of record in Book 2997,  
page 243, said Register's Office; thence along the easterly line of the  
aforementioned Fred W. Kinle et ux property and the James M. Smith pro-  
perty as of record in Book 2996, page 117, said Register's Office, N 12  
degrees 28' 08" E, a distance of 273.68 feet to an iron rod situated in  
the northerly line of the aforementioned James M. Smith property; thence  
along said northerly line N 78 degrees 28' 22" W, a distance of 296.34  
feet to a concrete monument situated in the aforementioned easterly

margin of Monticello Avenue; thence, along said easterly margin of  
 SECRET Monticello Avenue N 12 degrees 03' 58" E, a distance of 399.61 feet  
 to the point of beginning and containing 7.638 acres, more or less.  
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BEING the same property conveyed to Kirby Clifton and wife Pauline  
 Clifton by Deed from James M. Smith and wife, Dorothy B. Smith,  
 Nellie Smith Tucker and Gladys Smith Hinkle of record in Book 6433,  
 page 775, Register's Office, Davidson County, Tennessee.

and to promote the health, safety and welfare of the residents within  
 the above described property and any additions thereto as may hereafter  
 be brought within the jurisdiction of this Association for this purpose  
 to:

(a) exercise all of the powers and privileges and to  
 perform all of the duties and obligations of the Association  
 as set forth in that certain Declaration of Covenants, Conditions  
 and Restrictions, hereinafter called the "Declaration", applicable  
 to the property and recorded or to be recorded in the Office of  
Register of Deeds, Davidson County, Tennessee and as the same may  
 be amended from time to time as therein provided, said Declaration  
 being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful  
 means, all charges or assessments pursuant to the terms of the  
 Declaration; to pay all expenses in connection therewith and all  
 office and other expenses incident to the conduct of the business  
 of the Association, including all licenses, taxes or governmental  
 charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold,  
 improve, build upon, operate, maintain, convey, sell, lease,  
 transfer, dedicate for public use or otherwise dispose of real  
 or personal property in connection with the affairs of the  
 Association;

(d) borrow money, and with the assent of two-thirds (2/3)  
 of each class of members mortgage, pledge, deed in trust, or  
 hypothecate any or all of its real or personal property as  
 security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the  
 Common Area to any public agency, authority, or utility for such  
 purposes and subject to such conditions as may be agreed to by  
 the members. No such dedication or transfer shall be effective  
 unless an instrument has been signed by two-thirds (2/3) of each  
 class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other  
 nonprofit corporations organized for the same purposes or annex  
 additional residential property and Common Area, provided that any  
 such merger, consolidation or annexation shall have the assent of  
 two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights and  
 privileges which a corporation organized under the Non-Profit  
 Corporation Law of the State of Tennessee by law may now or here-  
 after have or exercise.

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI  
VOTING RIGHTS

The Association shall have two classes of voting membership:

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

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

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on July 31, 1987.

ARTICLE VII  
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of nine (9) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

NAME

CHESTER MELVIN, 212 Maple Way, Mt. Juliet, TN. 37122  
HOWARD L. CAUGHRON, 946 Carlin St. Goodlettsville, TN 37072  
KIRBY CLIFTON, 847 Springfield Hwy., Goodlettsville, TN 37072  
PAULA TOMLIN, Box 322 Barwood St., Ridgetop, TN. 37152  
HARRY TOMLIN, Box 322 Barwood St., Ridgetop, TN 37152  
KIRBY RAY CLIFTON, 215 Engle Ave., Goodlettsville, TN 37072  
MARGUERITE CAUGHRON, 946 Carlin St. Goodlettsville, TN 37072  
JOANN DURHAM, Box 421 Rt. #1, Bethel Rd., Goodlettsville, TN. 37072  
DOUG BERRY, 917 Two Mile Parkway, Goodlettsville, TN 37072

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

ARTICLE VIII  
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX  
DURATION

The corporation shall exist perpetually.


ARTICLE X  
AMENDMENTS

Amendment of these Articles shall require the assent of 75 percent (75%) of the entire membership.

ARTICLE XI  
FHA/VA APPROVAL

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

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Tennessee, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 20th day of August, 1985.

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FILED  
 SECRETARY OF STATE  
 STATE OF TENNESSEE  
 1985 6643 29  
 COUNTY OF DAVIDSON

BOOK 6643 PAGE 970

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, \_\_\_\_\_

*Kathy Chilton*

with whom I am personally acquainted and who made oath that they have read the foregoing Articles of Incorporation and state they are true and correct to the best of their knowledge, information and belief.

Sworn to and subscribed before me this 20th day of August, 1985.

*Gene W. Floss*

NOTARY PUBLIC

My Commission Expires: 8/13/89



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SECRETARY OF STATE  
1985 SEP -6 PM 12:29

DESIGNATION

BOOK 6543 PAGE 971

OF

REGISTERED AGENT

OF

MONTICELLO MANOR ASSOC. INC.

To the Secretary of State of the State of Tennessee

Pursuant to the provisions of Section 48-1201 of the Tennessee General Corporation Act, the undersigned foreign or domestic corporation or the incorporator or incorporators of a domestic corporation being organized under the Act submit the following statement for the purpose of designating, revoking or changing, as the case may be, the registered agent for the corporation in the State of Tennessee.

1. The name of the Corporation is: Monticello Manor Assoc. Inc.

The address of the corporation is: 847 Springfield Hwy.  
Goodlettsville, TN. 37072

2. The name and street address of its registered agent in the State of Tennessee shall be: Harold Reeves, Attorney  
640 Spence Lane, Suite 218  
Nashville, Tennessee 37217

Dated this the 27th day of August 1985.

Monticello Manor Assoc. Inc.

BY:

Kirby G. Clifton  
Kirby G. Clifton

32831.

IDENTIFICATION

AUG 30 10 57 AM '85

FELIX L. WILSON II REGISTER  
DAVISON COUNTY, TN

Section 8. Effect of 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 maximum rate permissible by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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

## ARTICLE V

### ARCHITECTURAL CONTROL

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 designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

## ARTICLE VI

### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. 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 2. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

RESOLUTION  
OF THE BOARD OF DIRECTORS  
OF THE MONTICELLO MANOR HOMEOWNERS ASSOCIATION

WHEREAS, KIRBY CLIFTON CONSTRUCTION COMPANY IS OWED MONEY BY  
MONTICELLO MANOR HOMEOWNERS ASSOCIATION; AND

WHEREAS, KIRBY CLIFTON CONSTRUCTION COMPANY IS DESIROUS OF  
BEING PAID BY THE ASSOCIATION; AND

WHEREAS, KIRBY CLIFTON CONSTRUCTION COMPANY IS THE OWNER OF  
CERTAIN UNDEVELOPED LOTS UPON WHICH MONTHLY FEES ARE PAID;

BE IT RESOLVED:

FOR A PERIOD NOT TO EXCEED FIVE YEARS, THE MONTHLY FEES ON THE  
UNDEVELOPED LOTS OWNED BY KIRBY CLIFTON CONSTRUCTION COMPANY WILL BE  
PAID BY THE FORGIVNESS OF DEBT BY KIRBY CLIFTON CONSTRUCTION COMPANY.  
HOWEVER, UPON THE FIRST OF THE MONTH FOLLOWING COMPLETION OF  
CONSTRUCTION OF A UNIT ON ANY OF THESE LOTS AND THEREAFTER, THE MONTHLY  
FEES WILL BE PAID TO THE ASSOCIATION AS THEY BECOME DUE.