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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
PARMLEY COVE HOMEOWNERS ASSOCIATION, INC.**

THIS DECLARATION of Covenants, Conditions and Restrictions (hereinafter referred to as "Declaration") made and published on or as of the date hereinafter set forth by TENN. CONTRACTORS, INC., (hereinafter referred to as "Developer"), and any and all persons, firms, corporations or other entities, hereafter acquiring any of the within described property.

WITNESSETH:

WHEREAS, Developer, is the owner of certain real property located in Davidson County, Tennessee and desires to create thereon, in phases, a residential development known as PARMLEY COVE (the "Development") with common area or open spaces for the mutual benefit of the residents of the Development; and

WHEREAS, it is in the best interest of Developer, as well as to the benefit, interest and advantage of each and every person or other entity hereafter acquiring any of the property within the 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 the Development, and for the continued maintenance and operation of common areas or open spaces; and

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

WHEREAS, the Developer deems it desirable for the efficient preservation of the values and amenities in the Development, and to fulfill the foregoing objects, purposes and requirements, to create entities to which should be delegated and assigned the powers of maintaining and administering the common areas or open spaces, managing the affairs of the Development, 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 certain non-profit corporation having as its members owners of Lots within the Development for the purpose of exercising the aforementioned functions.

NOW, THEREFORE, for and in consideration of the foregoing premises, and the terms, conditions and restrictions hereinafter set forth, the Developer declares that the real property hereinafter described is and shall be held, transferred, sold, conveyed and occupied subject to the following restrictions, covenants, conditions, easements, assessments and liens all of which are to be construed as covenants running with the land 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 and which shall inure to the benefit of each owner thereof. 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 the same.

ARTICLE I **DEFINITIONS**

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

- Section 1.** The "Association" shall mean **PARMLEY COVE HOMEOWNERS ASSOCIATION, INC.**, a Tennessee not-for-profit corporation, its successors and assigns organized by the Developer for the purpose of owning and maintaining the Common Area and which has as its members every Lot Owner subject to assessment as hereinafter provided. The By-Laws of the Association shall be those as are attached hereto as Exhibit B as the same may be from time to time amended as provided therein, which By-Laws are incorporated herein by reference.
- Section 2.** "Common Area" shall mean all real property (including any improvements located thereon or attached thereto) owned and maintained by the Association for the common use and enjoyment of the Lot Owners and designated on any recorded plats of the Property as "Common Area", "Open Area", "Open Space" or "Common Open Space".
- Section 3.** "Declaration" shall mean this instrument, as the same may be from time to time amended as provided herein.
- Section 4.** "Developer" shall mean **TENN. CONTRACTORS, INC.**, its successors and assigns, provided such successors and assigns are designated in writing by the Developer as a successor or assign of the rights of the Developer as set forth herein.
- Section 5.** "Lot" shall mean any lot shown on any recorded plats or plans of the Property. The term Lot shall not include Common Area, or dedicated streets and roadways.
- Section 6.** "Lot Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot, but excluding those having such interest

merely as security for the performance of an obligation. Unless specifically provided otherwise herein, Developer shall be deemed a Lot Owner so long as it is the legal title holder of any Lot.

- Section 7.** "Unit" shall mean and refer to a building situated upon any Lot designated and intended for use and occupancy as a residence by a single family.
- Section 8.** "Plat" shall mean any plat pertaining to PARMLEY COVE of record in the Register's Office for Davidson County, Tennessee, and such other plats as are recorded for subsequent phases for the Development.
- Section 9.** "Property" shall mean the real property submitted to this Declaration and described on Exhibit A attached hereto and incorporated herein by reference and as added to the Property pursuant to Article II, below. The Property shall not include any public streets and roadways included within a Plat.

ARTICLE II
PROPERTY SUBJECT TO
DECLARATION AND SUPPLEMENTAL DECLARATION

- Section 1.** **Property.** 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.
- Section 2.** **Additional Sections.** Without further assent or permit, the Developer hereby reserves the right, exercisable from time to time, to subject all or part of other contiguous real property to this Declaration, in one or more sections in order to extend the scheme of this Declaration to subject property to be developed as part of Parmley Cove and thereby to bring such additional contiguous properties within the jurisdiction of the Association. Developer, however, reserves the right to develop any such contiguous property as a separate development in its sole discretion.
- Section 3.** **Supplementary Declarations.** The additions herein authorized shall be made by filing of record one or more supplementary declarations in respect to the properties to be then subject to this Declaration and which shall extend to the jurisdiction of the Association to such property and thereby subject such addition to assessment for their just share of the Association expenses.

ARTICLE III
GENERAL PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Lot 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 and any other rights, easements or restrictions reserved, set forth or described elsewhere herein:

- (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 of and right to use 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;
- (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 two-thirds (2/3) of each class of members has been recorded. At the time of any of such dedication or transfer, the portion of the Common Area so dedicated or transferred shall no longer be a part of the Common Area and Lot Owners shall thereafter have no greater right in the property so dedicated or transferred than the general public.
- (d) The right of the Association, to borrow money and with the assent of two-thirds (2/3) of each class of members to mortgage, pledge, deed in trust or hypothecate all or any of the Common Area as security for the money borrowed or debt incurred. No such encumbrance shall be effective until an instrument agreeing to such encumbrance signed by two-thirds (2/3) of each class of members has been recorded.
- (e) The right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area.
- (f) The right of the Association to grant such easements and rights-of-way to such utility companies or public agencies or authorities as it may deem necessary for the proper servicing and maintenance of the Common Area and the structures in the Development.

- (g) The right of Developer, at its sole expense to relocate, expand, modify, reduce, extend, or construct utility lines sewers or service connections in order to serve the Property.

Section 2. Delegation of Use. Any Lot Owner may delegate, in accordance with the Bylaws of the Association, 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 Lot.

ARTICLE IV **MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every Lot Owner who is subject to assessment by the Association as hereinafter provided 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 Lot Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Developer and shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall be converted to Class A membership while the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership. Anything to the contrary notwithstanding, in all events the Class B membership shall be converted finally to Class A membership on January 1, 2020.

ARTICLE V **COVENANT FOR ASSESSMENTS FOR THE ASSOCIATION**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the Property, 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 agrees to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and (3) the working capital assessment, as provided for in Section 10, below. The annual, special assessments and working capital assessments, together with interest, costs, and reasonable attorney's fees as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made

from the date when due until the same is paid in full or otherwise discharged. 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 successors in title of said person 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 Lot Owners, to provide for the improvement and maintenance of the Common Area (including, but not limited to drainage facilities, lawn maintenance, walkways, landscaping, recreational facilities, etc.), to pay the fees of any management agent the Association may employ to manage the affairs of the Association, for the procurement and maintenance of insurance as provided herein, and to pay other reasonable and necessary expenses of the Association. An adequate reserve fund for the maintenance, repair, and replacement of items maintained by the Association pursuant to this section shall be established and funded by regular monthly payments rather than by special assessments.

Section 3. Maximum Annual Assessment.

- (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 Twenty Dollars (\$20.00) per Lot per month payable on the first day of each month.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot or to a Lot Owner, the maximum annual assessment may be increased each year by the Board of Directors by an amount not to exceed ten percent (10%) of the previous year's maximum annual assessment above the maximum assessment for the previous year without a vote of the Association membership.
- (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 only by a vote of two-thirds (2/3) of each class of the 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 to pay 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 the Association 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 of this Article V shall be sent to all members not less than fifteen (15) days nor more than thirty (30) 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 ninety (90) 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 each Lot on the first day of the first month following the recording of a deed for a Lot with a Unit located thereon to a Lot Owner. As to Lots owned by the Developer or a builder, the annual assessments shall not commence as to each such Lot until it is sold to a third party. 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 assessment shall be paid monthly on the first day of each month by every Lot Owner. The assessments shall be collected by the Association and shall be remitted to the Association monthly by the tenth day of each month. 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 Non-Payment of Assessments: Remedies of the Association.** Any assessment 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 the maximum rate allowed by applicable law. 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 and there shall be added to the amount of such assessment the costs, including reasonable attorney's fees, of bringing such action or foreclosure. No Lot 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 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. 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 become 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, nor the Lot Owner from personal liability for assessments due immediately prior to such sale or transfer.

Section 10. Working Capital Assessment. A one time working capital assessment in the amount of One Hundred Fifty and 00/100 Dollars (\$150.00) will be paid by and collected from, the first time purchaser of a Lot with a Unit located thereon. Such working capital assessment shall be used by the Board of Directors, in its sole discretion, for working capital of the Association.

ARTICLE VI **ARCHITECTURAL CONTROL**

No building, fence, wall, outside antenna, satellite dish or other structure shall be commenced, erected or maintained upon a Lot, nor shall any Lot Owner alter or add to the Unit and the appurtenances to his Lot if such alteration or addition (other than interior decorations) would change the external appearance of the Unit and the appurtenances as installed by the Developer on the Lot, nor shall any Unit be constructed on any Lot other than by the Developer, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same or the exterior paint color thereof, have been submitted to and approved in writing as to harmony of external design, location and color 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 said Board of Directors. Alterations or additions which must be approved as provided herein include, by way of illustration and not limitation, exterior-painting (other than ordinary maintenance of existing color), addition of storm windows and doors, moving or altering a privacy fence, changing exterior lighting, building a swimming pool, garage or gazebo, etc. The Developer shall approve plans and specifications for improvements prior to the existence of the Board of Directors and/or its architectural committee.

In the event said Board of Directors, or its designated architectural committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it and the Owner has received a written receipt reflecting such submission to said Board of Directors or architectural committee, approval will not be required and this Article will be deemed to have been fully complied with.

Work done by the Developer on the Property shall not be subject to the provisions of this Article VI.

ARTICLE VII INSURANCE

Section 1. Common Area. The Association shall have the authority to and shall obtain, keep in force and maintain insurance for all insurable improvements on the Common Area against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard.

The Association shall also have the authority and shall obtain, keep in force and maintain comprehensive public liability insurance covering the Common Area, the Association and its officers, directors, members, agents or employees for all damage or injury caused by the Association or any of its officers, directors, members, agents or employees upon such terms and in such amounts as the Association shall deem reasonable and necessary but which shall be at least \$1,000,000.00 for bodily injury, including death, arising out of a single occurrence.

The Association shall have, the authority to procure and maintain any other insurance it shall deem necessary or desirable relating to the Common Area or the duties and responsibilities of the Association.

Premiums for all insurance carried by the Association shall be a part of the annual assessments of the Association.

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 any 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, the 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, the funds of or administered on behalf of the Association.

(b) The total amount of fidelity bond coverage shall be based upon the best 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) month's 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 canceled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days prior written notice to the Association.
- (d) Premiums 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.

Section 4. Other Insurance. The Association may also obtain such other insurance as the Board of Directors deems desirable, in such amounts, from such sources and in such forms as it seems desirable, insuring the Common Area owned and maintained by the Association and insuring each member of the Board and officer of the Association, and each member of any committee appointed pursuant to the Bylaws of the Association, from liability arising from the fact that said person is or was a director or officer of the Association, or a member of such a committee. The premiums for such insurance and bonds shall be a common expense of the Association.

Unpaid officers and Directors of the Association shall not be liable to any Lot Owner for any act or omission unless the act or omission constitutes gross negligence or willful misconduct, if an unpaid Director or officer of any of the Associations prevails in any legal action brought against him in his official capacity by a Lot Owner, that Lot Owner shall pay the Director or officer all his reasonable legal fees.

ARTICLE VIII **NOTICES TO MORTGAGEES, ETC.**

Upon written request to the Association identifying the name and address of the holder, insurer, or guarantor of any deed of trust lien on the Property, or a Lot located therein, and, in the case of a Lot, the Lot number or address, any such lien holder or eligible 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 Property or a Lot located therein 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 an 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.

ARTICLE IX
EASEMENTS AND RESTRICTIONS

Section 1. Easements. In addition to, and without limitation of, any other easements or rights reserved elsewhere in this Declaration, the following rights and easements are hereby reserved:

- (a) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on any Plat and as otherwise shown by the public records. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Lot Owner, except for those improvements for which a public authority or utility company is responsible.
- (b) Easements are reserved as shown on any plat and as otherwise shown by the public records for the purpose of permitting underground wires or cables of public utilities, such as electric, telephone, telegraphs, cable television, etc.
- (c) Each Lot Owner shall grant such easements upon his Lot as are necessary to serve the Property for water, sewer, telephone, gas, electricity and other utilities, and the erection and maintenance of the necessary poles and other equipment, wires and conduits, sewer and water lines, on, above or below any Lot; provided, however, no Lot Owner shall be required to grant any easement which would interfere with the use and enjoyment of his Lot or

Unit and any easement granted hereby shall impose on the grantee of said easement the obligation to (i) maintain said easement so that the use thereof will not interfere with the use and enjoyment of any Lot or Unit and (ii) repair and restore that portion of any Lot upon which the easement is located to its original condition or as near as possible to its original condition.

- (d) Until completion of Developer's intended development of the Development, an easement is reserved to the Developer for ingress and egress generally across the Property, including any Lot, at reasonable places, for the purpose of completing Developer's intended development of the Property, provided that said easement shall be reasonable and shall not interfere with the construction of improvements on a Lot nor the use and enjoyment of a Lot by a Lot Owner.
- (e) Until completion of Developer's intended development of the Development, an easement is reserved to the Developer to enter the Common Area and to maintain thereon such facilities and perform such operations as in the sole opinion of the Developer may be reasonably required, convenient or incidental to the intended development of the Property by the Developer, including without limitation, a business office, sales office, storage area, construction yards, signs and model units.
- (f) An easement is granted and reserved to the Association, officers, agents, employees, including employees of any management company having a contract with the Association, over and upon the Common Area to perform the duties of maintenance and repair of the Common Area, to maintain any utilities for which an easement has been granted, and to prevent damage to the Common Area or any Lot or Unit situated thereon.
- (g) In accordance with the specifications of the governmental body or agency having jurisdiction over the construction of public roads, the right is expressly reserved to the Developer, to now, or hereafter, as may be shown on any Plat make such grades or elevations as Developer, in its sole discretion, may deem proper; and for the purpose of constructing such streets, road, alleys or public ways, Developer additionally shall have an easement, not exceeding ten (10) feet in width, upon and along each adjoining Lot, for the construction of proper bank slopes and no Lot Owner shall have any right of action or claim for damages against any one on account of the grade or elevation at which such road, street, alley or public way may hereafter be constructed, or on account of the bank slopes constructed within the limits of the said ten (10) foot easement.
- (h) The Developer retains the right to build swimming pools, tennis courts, clubhouses and other facilities (to be determined solely by Developer) upon any Common Areas and any Common Areas annexed pursuant to Article X, Section 4. Said facilities shall become the property of the

Association. The Developer reserves all rights of ingress and egress onto said Common Areas as may be necessary to construct said facilities.

- (l) The rights and easements with respect to any part of the Property shown and designated as "Open Space" on any Plan reserved for and provided to the members of the Association which provides for mutual access and enjoyment of the "Open Space" located within each phase of the Development to every owner of a Lot within the Development.

Section 2. Restrictions on Use and Occupancy. The following use and occupancy restrictions are made a part of this Declaration and shall be binding upon all Lot Owners:

- (a) **Land use and Building Type.** No Lot shall be used except for residential purposes; provided, however, this shall not preclude the temporary use of a Unit by the Developer for a showcase model home or a temporary real estate sales office. All Units shall have full masonry, plastered or vinyl covered foundations. No exposed block shall be visible above grade.
- (b) **Nuisances.** No Noxious or offensive activity shall be carried on upon or in any Lot, or any of the Property, or any public streets shown on any plat, nor shall anything be done thereon which may be or may become an annoyance or nuisance.
- (c) **Temporary and Incomplete Structures.** No temporary structure or incomplete structure may be used on the Property at any time temporarily or permanently as a residence. Specifically, no tent, shack, outbuilding, barn, camper, mobile home, motor home, basement, or dwelling not substantially complete may be used; provided, however, that this shall not serve to prohibit the Developer or builder of initial Unit on a Lot from maintaining a temporary structure for the purposes of a sales and/or construction office during the period of the development and construction of the Property.
- (d) **Signs.** Except for the signs provided by the Developer, no signs of any kind shall be displayed to the public view on any Lot except professionally lettered builder's or realtor's signs in good taste and not exceeding 18" x 24" in size.
- (e) **Livestock; Poultry and Pets.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided they are confined to the Lots of their owners by leash or fence; and further provided that they are not kept, bred, or maintained for any commercial purpose and are not kept in such numbers as to become a nuisance.

- (f) **Garbage and Refuse Disposal.** No Lot, nor the Common Area, shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be concealed underground or screened from the view of neighbors or the public.
- (g) **Clothes Lines.** No clothes lines will be permitted.
- (h) **Vehicles.** Junk vehicles, inoperable vehicles, unlicensed vehicles not for immediate use or and disrepair may not be kept or parked on the Property or any public street. Moreover, no Lot Owner shall permit any motor vehicles (operable or inoperable) owned by such Lot Owner or by any person occupying his Lot or by any person on his Lot as guest or invitee to remain parked on the public streets for more than forty-eight (48) hours. Vehicles may not be assembled, disassembled or serviced on the Property or any public street unless completely hidden from public view. No mobile home, bus, truck of over one ton, tractor/trailer rig (separate or in combination) or house trailer may be parked or stored on the Property or any public street, except for vehicles and equipment necessary for and being used in the development and construction of the property, together with the improvements thereto and located thereon, and the streets and roadways serving the Property. No boat, trailer, camper or recreational vehicle shall be kept, stored or parked on the Property or any public street for more than forty-eight (48) hours.
- (i) **Water Supply; Sewage Disposal.** No Lot shall be occupied and used unless the same be connected with, and served with, water and sewerage from the water and sanitary sewer supply mains, if any, provided on the Property or septic tank facilities have been installed on the Lot with capacity sufficient to serve the Lot.
- (j) **Fences.** No fence shall be constructed or erected on any Lot unless the design and location thereof has been approved prior thereto by the Board of Directors or Architectural Control Committee. No fence constructed or erected on any Lot shall extend forward of the rear of the Unit on said Lot.
- (k) **Sight Distance at Intersection.** On corner Lots adjoining two streets, no fence, wall, hedge, planting, or structure between a height of 2 ½ feet and 10 feet above the centerline grades of the intersecting streets shall be erected, placed, or maintained within the triangular area formed by the Lot lines abutting such streets and a straight line joining such Lot lines at points that are 10 feet distant from the intersection thereof as measured thereon. In the case of a rounded corner at intersecting street, such measurement shall be made from the point of intersection of the tangents of the curve constituting the rounding.

On any Lot having a driveway, no fence, wall, hedge, planting or structure between a height of 2 ½ feet and 10 feet above the centerline grades of the adjoining street and the driveway shall be erected, placed or maintained within the triangular area formed by the Lot line abutting the adjoining street and the driveway and a straight line joining such Lot line and driveway at points that are 10 feet distant from the point of intersection thereof as measured thereon. In the case of a rounded corner at the intersection of street and driveway, such measurement shall be made from the point of intersection of the tangents of the curve constituting the rounding.

- (l) **Construction of Roadways.** It shall be obligatory upon all Lot Owners to construct or place any driveways, culverts, or other structures, or gradings which are within the limits of any dedicated roadways, in strict accordance with the specifications therefor, as set forth on any Plat, in order that the roads or streets, which may be affected by such placement, or construction may not be disqualified for acceptance into the road system of the governmental body or agency having jurisdiction over the construction of public roads.
- (m) **Lot Maintenance.** In the event any Lot Owner shall fail to maintain his Lot and the improvements situated thereon in a manner consistent with the provisions of this Declaration or of the By-Laws, the Association, after approval by a vote of 2/3 of its Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the Unit and any other improvements erected thereon in accordance with the provisions of this Declaration or the By-Laws. The cost of such repair, maintenance or restoration shall be added to and become a part of the assessment to which the Lot is subject.

ARTICLE X **GENERAL PROVISIONS**

Section 1. Covenants Running with the Land. All provisions, conditions, restrictions, options, benefits and burdens contained in this Declaration and the Bylaws attached hereto and forming a part hereof shall be construed as covenants running with the land and with every part thereof and every interest therein, including, but not limited to, every Lot and the incidents and appurtenances of every Lot; and every Lot Owner and every claimant of any interest of any nature at any time in the Property, or any Lot, either present or future, and every Lot Owner's heirs, executors, administrators, successors and assigns shall be bound by and entitled to the benefits of the same.

Section 2. Amendment. The covenants and restrictions of this Declaration may be amended by the Developer as a matter of right until such time as all of the Lots in Property

have been converted to Class A status or until Ten (10) years from the date of recording this Declaration, whichever first occurs. No such amendment may change the percentage of ownership interest of a Lot or otherwise operate to diminish a Lot Owner's rights without the consent of the affected Lot Owner and Mortgagees. This Declaration and the Bylaws of the Association may also be amended by a vote of at least two thirds (2/3) of the members of the Association; provided however that nothing herein contained shall require the holder of a mortgage or deed of trust to join in an amendment unless the amendment changes the size of the Lot or the pro rata interest of said Lot in the Common Improvements. Any such amendment shall not become effective until the instrument evidencing such amendment and its adoption has been duly recorded in the Register's Office for Davidson County, Tennessee.

Section 3. Enforcement. Each Lot Owner, tenant, occupant or invitee shall be governed by and shall comply with the provisions of this Declaration, the Bylaws, and the decisions, resolutions and regulations from time to time adopted by the Board of Directors; and failure to comply with the same or any default shall entitle the Board of Directors or other unit owners to the following relief:

- (a) Any such default shall be grounds for an action by the Board of Directors on behalf of the other Lot Owners or by the Lot Owners to recover any sums or amounts due, to recover damages or to secure injunctive relief, foreclosures of any lien, or any combination thereof.
- (b) Any Lot Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by the Lot Owner's act, neglect or carelessness or by that of the Lot Owner's invitees, employees, agents or lessees, but only to the extent that such expenses are not met by the proceeds of insurance carried by the Board of Directors, or by insurance carried by an injured or damaged Lot Owner (where insurance is carried, it is agreed and intended that such insurance shall provide, if possible, that no insurer shall have any right of subrogation against, or any right of action against, the Developer, any Lot Owner, any Lot Owner's lessees, invitees, employees or agents).
- (c) In any proceeding arising because of an alleged default by a Lot Owner, the Board of Directors shall be entitled to recover from the Lot Owner the costs of the proceeding and reasonable attorney's fees.
- (d) The failure of the Board of Directors to enforce any right, provision, covenant or condition which may be granted by the Declaration and Bylaws shall not constitute a waiver of the right of the Board of Directors to enforce such right, provisions, covenant or condition in the future.
- (e) Invalidation of any one or more of the terms, covenants restrictions or provisions of this Declaration or the Bylaws by judgment, court order,

legislation or regulation shall not affect, alter, modify or impair any other term, covenant, restriction or provision of such documents.

Section 4. Headings and Binding Effect. Headings are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraphs to which they refer. The covenants, agreements and rights set forth herein shall be binding upon and inure to the benefits of the respective heirs, executors, successors and assigns of the Developer and all persons claiming by, through or under Developer.

Section 5. Unintentional Violation of Restrictions. In the event of unintentional violation of any of the foregoing restrictions with respect to any Lot, the Developer or its successors reserves the right (by and with the mutual written consent of the Lot Owner or Lot Owners for the time being of such Lot) to change, amend, or release any of the foregoing restrictions as the same may apply to that particular Lot.

IN WITNESS WHEREOF, the undersigned, being the Developer herein has hereunto set its hand this 29th day of MARCH, 2013.

Tenn. Contractors, Inc.

By John D. Ring
John D. Ring, President

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared John D. Ring, with whom I am personally acquainted and who upon his oath proved himself to be the President of Tenn. Contractors, Inc., and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation as President.

WITNESS my hand and seal of office in WILLIAMSON, Tennessee this 28th day of MARCH, 2013.

Notary Public

My commission expires:

9-29-14

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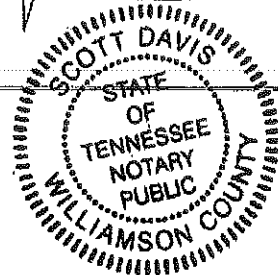


EXHIBIT "A"

A tract of land in the Second Civil District of Metropolitan Nashville, Davidson County, Tennessee, being more particularly described according to a survey prepared by Ragan-Smith-Murphy & Associates, dated January 8, 1987, revised on January 30, 1987, as follows:

Beginning at a point on the east right of way line of Whites Creek Pike, a 60 ft. road, that is the common corner of the herein described tract conveyed to Robert D. Cassidy, et ux, by Deed recorded in Book 4323, page 27, and proceeding as follows: Leaving Whites Creek Pike with the common line of Cassidy and Dowlen, North $59^{\circ} 00' 41''$ East 772.05 feet; thence North $50^{\circ} 12' 29''$ East 1317.97 feet to an iron pin set by a stake found in the west line of Walter O. Sanders; thence with the west line of Sanders and the west line of Charles F. Mager, South $7^{\circ} 19' 59''$ West 1477.12 feet to an iron pin set at Mager's SW corner; thence with a fence, South $6^{\circ} 23' 20''$ West 280.61 feet to an iron pin found; thence with a fence South $73^{\circ} 40' 09''$ West 993.78 feet to an iron pin set on the east right of way line of Whites Creek Pike; thence with a 5759.58 ft. radius curve to the left a distance of 852.78 feet, said curve having a chord bearing and distance of North $32^{\circ} 48' 27''$ West 852.00 feet; thence North $37^{\circ} 02' 57''$ West 26.45 feet to the point of beginning.

Being the same property conveyed to Tenn. Contractors, Inc., a Tennessee corporation, by Warranty Deed from Pinnacle National Bank, a national banking association, of record as Instrument No. 20101209-0098284 in the Register's Office for Davidson County, Tennessee.