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For Wright Farm, L.L.C.  
9641 Lebanon Road, Mt. Juliet, TN 37122

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE RESIDENTIAL PORTION OF WRIGHT FARM, PHASE I**

**PREAMBLE**

THIS DECLARATION OF Covenants, Conditions and Restrictions (hereinafter referred to as "this Declaration") made and published on or as of the date hereinafter set forth, by and between Wright Farm, L.L.C. (hereinafter "Developer"), and any and all persons, firms, corporations or other entities, hereafter acquiring any of within described property.

**WITNESSETH:**

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

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

WHEREAS, Developer desires to provide for the preservation of the values and amenities and the desirability and attractiveness of the real property in said development; and

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

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

WHEREAS, Developer has caused or will cause to be incorporated, under the laws of the State of Tennessee, a non-profit corporation known as Wright Farm Homeowner's Association for the purpose of exercising the aforementioned functions;

NOW, THEREFORE, for and in consideration of the foregoing premises, and the terms, conditions and restrictions hereinafter set forth, Developer declares that the real property hereinafter described is and shall be held, transferred, sold, conveyed and occupied subject to the following restrictions, covenants, conditions, easements, assessments and liens, all of which are to be construed as covenants running with the land, which shall inure to the benefit of each owner thereof, and which shall be binding on all parties having or acquiring any right, title or interest in the hereafter described property or any part thereof, whether pursuant to a deed of any kind (including, without limitation, a deed in lieu of foreclosure, a trustee's deed or an installment deed), the exercise of any right or remedy contained in a deed of trust, mortgage or other security instrument or document, or pursuant to any other document, instrument or proceeding whatsoever. Every person or other party hereafter acquiring any of the within described property made subject to this Declaration, by acceptance of a deed to any interest in or to said property, shall take such property interest subject to this Declaration and to the terms and conditions hereof, and shall be deemed to have assented to same.

ARTICLE I

DEFINITIONS

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

Section 1. "Association" shall mean Wright Farm Homeowners Association, a Tennessee not-for-profit corporation, its successors and assigns, which has as its members the Developer and those who shall acquire Lots in the Property from the date of execution of this instrument forward. The current Owner of the Property hereinafter described shall not be a member of the Association.

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

Section 3. "Declaration" shall mean this instrument.

Section 4. "Developer" shall mean Wright Farm and all of its successors, assigns and agents.

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

Section 6. "Lot Owner" shall mean all those who become a record owner, after the date of execution of this instrument, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. 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. "Plat" shall mean the plat of Wright Farm as recorded in the Register's Office for Wilson County, Tennessee, and such other plats as are submitted to this Declaration pursuant to the provisions of Article I hereof.

Section 8. "Property" shall mean the real property submitted to the Declaration and described on Exhibit A attached hereto and incorporated herein by reference, and such other property as may be submitted to this Declaration pursuant to the provisions of Article X hereof. The Property shall not include any public streets and roadways included within a plat.

ARTICLE II

PROPERTY SUBJECT TO DECLARATION

Section 1. Property Subject to this Declaration. Developer and Owner hereby declare 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 an inure to the benefit of all parties having any right, title or interest in the Property or any part thereof, and their heirs, devisees, executors, administrators, successors, and assigns.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Access and enjoyment of the Open Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (A) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Open Area.
- (B) the right of the Association to suspend the voting rights and right to use the recreational facilities by a Lot Owner for any period during which any assessment

against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

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

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

#### ARTICLE IV

##### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every entity, including the Developer, acquiring a Lot on any date after the date of execution of this instrument shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. The Association shall have two classes of 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 constitute one Lot Owner.

Class B. Class B member shall be Developer and any assignee of the Developer to whom such rights have been assigned as provided under this Declaration. The Class B member shall be entitled to three (3) votes for each Lot owned, including any Lots added pursuant to the provisions of Article XI Section 4 hereof. Class B membership shall dissolve and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier;

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

(B) on June 30, 2015 or on any date prior thereto that the Developer declares the Class B membership to be terminated by a written instrument submitted to the Association.

In the event Developer annexes additional land as permitted under Article XI Section 4, the Developer will have three (3) votes for each Lot owned in the annexed land and Developer's three (2) votes for each Lot owned in the land already subject to this Declaration will be reinstated for so long as the total votes of the Class B member (Developer) exceeds the total votes of the Class A member.

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

Section 3. If the Association is dissolved for any reason, the assets of the Association shall be dedicated to a public body, or conveyed to a non-profit organization with similar purposes.

#### ARTICLE V

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Developer, for each Lot owned within the Property, and each Lot Owner, by acceptance of a deed to his Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay 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 initial, annual, and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest, cost, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Lot Owner at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Because current Owner of the Property is not a Lot Owner as described in Article I, Section 6, Owner shall not be liable for assessments on property remaining in Owner's possession.

Section 2. Purpose of Assessments; Reserve Funds; Working Capital. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Lot Owners, to provide for the maintenance of the Open Area, to pay the fees of any management agent the Association may employ to manage the affairs of the Association, and to pay other reasonable and necessary expenses of the Association.

The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of the improvements to the Open Area. Said fund is to be maintained out of annual assessments for common expenses. The Association shall also maintain a working capital fund comprising the initial assessments called for above Each Lot's share of the working capital fund shall be collected and transferred to the Association at the time of closing of the sales of each Lot and shall be maintained in an account for the use and benefit of the Association. The purpose of the fund is to assure that the Association will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services that are necessary or desirable. Amounts so paid into the fund are not to be considered as advance payment of regular annual assessments.

Section 3. Maximum Annual Assessments.

(A) Until January 1 of the year immediately following the conveyance of the first Lot to a Lot Owner, other than Developer, the maximum annual assessment shall be Three Hundred (\$300) Dollars.

(B) The board of directors of the Association may adjust the annual assessment as needed.

Section 4. Special Assessments for Capital Improvements. The Board of Directors may levy, in any assessment year, a special assessment in order to pay for, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Open Area, including fixtures and personal property related thereto, provided that no such special assessment shall be levied to pay the cost of constructing any tennis court, swimming pool, or other recreational facility without the consent of all members of the Association.

Section 5. Notice and Quorum for Any Action Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article V shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifteen percent (15%) of all votes 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 (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Date of Commencement of Annual Assessments, Working Capital and Transfer Fee; Due Dates. The annual assessments provided for herein shall commence as to Lots/Homes not owned by Developer on the first day of the first month following the deed of the first Lot/Home to a Lot/Home Owner. An initial working capital fee of \$500 shall be paid at the closing of the purchase of the Home. An initial assessment consisting of one or more monthly installments of the year's maximum annual assessment shall be paid at the closing of the purchase of the Lot. Upon the closing of the purchase of any lot/home, there will be a transfer fee not to exceed \$200 paid directly to the Management Company, by the purchaser. As to Lots owned by Developer, the annual assessments shall commence as to each Lot when the improvements constructed on the Lot are completed and ready for occupancy. 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/Home at least thirty

(30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Lot/Home Owner subject thereto. The due dates shall be established by the board of directors of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of issuance.

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

Payments received by the Association fifteen (15) days after the due date shall be subject to a late charge in an amount established by the board of directors of the Association and shall bear interest from the due date at a rate equal to the highest contract rate allowed by law from time to time. The Association may bring an action at law against the Lot Owner personally obligated to pay the same, or foreclose the lien against the Lot judicially. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein for non-use of the Open Area or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages.

The lien set forth in these Declaration shall be subordinate to the lien of any first mortgage now or hereafter placed on the Lot. Mortgagees shall not be required to collect assessments. Failure to pay assessments does not constitute a default under an insured mortgage. Sale or transfer of any Lot shall not affect the assessment Lien. The sale or transfer of any Lot pursuant to first mortgage foreclosure or any proceeding in lieu thereof, however, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. Any such delinquent assessments which are extinguished pursuant to the foregoing sentence may be reallocated and assessed to all Lot Owners as a common expense. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien therefore.

Section 9. Payment of Assessments in Monthly Installments. The Board of Directors may determined how fees are to be paid. Upon initial set-up of the Association all annual assessments shall be payable in quarterly installments. The Association may allow special assessments to be paid in such installments as it deems necessary and proper.

ARTICLE VI

INSURANCE

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

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

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

Section 3. Fidelity Bonds.

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

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

(C) All such fidelity bonds shall:

- (1) Name the Association as an obligee;
- (2) 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
- (3) 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) Premium on all such fidelity bonds (except premiums on fidelity bonds) maintained by a management agent for its officers, employees, and agents) shall be paid by the Association as a common expense.

## ARTICLE VII

### NOTICES AND INFORMATION

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

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

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

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

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

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

## ARTICLE VIII

### ARCHITECTURAL CONTROL

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

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

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

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

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

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

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

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

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

## ARTICLE IX

### RESTRICTIONS ON LOT USE, ETC.

Section 1. Land Use. No lot shall be used except for private single family residential

purposes. No structure shall be erected, placed, altered, or permitted to remain on any Lot not in keeping with this purpose. Upon written approval of the Developer, a temporary sales and/or construction trailer may be permitted.

Section 2. Setbacks. Minimum setback requirements have been established on the Plat, but are not intended to engender uniformity. It is, therefore, intended that setbacks may be staggered where appropriate for the preservation of trees and to assure vistas of open areas. Pursuant to Article VIII of this Declaration, Developer or the Association reserves the right to approve the site plan and location of the dwelling on each Lot and to arrange the same in such manner as it shall deem to be in the best interest of the overall development. However, no part of any structure shall be located on any Lot nearer to the front line or to a side or rear line than the minimum setback line required by the Wilson County Government.

Section 3. Minimum Dwelling Sizes. Minimum square footage of heated living space shall not be less than 1,900 square feet.

Section 4. Construction of Dwellings, Driveways and Walkways. Every house shall contain four (4) sides of brick, stone or other masonry product, minimum 80%. No house shall have unfinished aluminum storm windows or doors. All driveways, walkways and sidewalks on each Lot shall be aggregate stone, approved by the Developer and uniform in color with the remainder of the development. No driveway or walkway constituted of loose gravel or rock shall be permitted except during construction.

Section 5. Garages, Carports and Awnings. Every dwelling must have a garage of sufficient size to the house, but not less than two cars. All garages must be attached to the main dwelling. All garages must open to the side or rear of the home. Carports and/or awnings will not be permitted on any Lot.

Section 6. Dish Antennas, Solar Panels, Incinerators, Clotheslines, Fuel Storage Tanks. Dish antenna for satellite television sight or sound reception, shall not exceed one meter (39") and shall be placed on the rear of the home out of public view, if possible. No solar panels, no incinerators for garbage, trash, or other refuse, and no outside clotheslines shall be placed on any Lot. No tank, drum, or other container used to store any flammable fuel shall be placed on any Lot other than small gasoline cans to serve lawn equipment.

Section 7. Disposal of Trash. Trash and garbage shall not be allowed to sit in front of any Lot. Garbage and trash to be picked up shall be placed in heavy plastic or metal garbage cans and placed at the curb no earlier than the day(s) of pick-up. All rubbish, trash and garbage shall be removed from all Lots on a regular basis and not allowed to accumulate thereon.

Section 8. Enclosures. Any and all equipment, coolers, woodpiles, garbage cans, refuse or storage piles placed on any Lot, whether temporary or permanent, shall be concealed from public view, unless otherwise directed by governmental authorities. Plans for all screening walls and enclosures must be approved by the Developer as long as Developer owns a Lot in the Development.

Section 9. Animals. No Lot may be used for the breeding of animals, reptiles, rodents or livestock of any kind for sale to the public. No more than two outside domestic animals per household may be kept on any Lot. No dogs will be allowed to run loose. Dogs must be behind a fence or on a leash at all times. Exotic, endangered or animals that might be deemed as a danger must be approved by the Developer and or Association.

Section 10. Nuisances. No noxious or offensive activity shall be carried on upon any Building Site or any part of the Properties nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners of his respective site or which shall in any way increase the rate of insurance. No commercial activity may be carried on by any Lot Owner except that a house may be shown for sale by a Lot Owner, his agent, or a Lot Owner/Builder who is in the process of selling a newly constructed house.

Section 11. Signs. No sign or billboard of any kind shall be displayed in the public view on any Building Site except for:

- (A) directional signs established by Developers;

- (B) "for sale signs" not exceeding two (2) feet in height and three (3) feet in length for each building site may be placed thereon by the owner of the particular Building Site for the purpose of advertising the Building Site for sale and contain only the name, address and phone number of the real estate agency or Owner to contact for information concerning the property;
- (C) Signs advertising garage sales may be posted only on the Building Site of the Owner conduction the garage sale provided the signs are erected no more than three (3) days prior to the date of the garage sale and are immediately removed when the garage sale is completed. Developers and their successors or assigns retain the right to advertise the properties for sale or lease as long as the declarant owns a Building Site.
- (D) The Developers shall have the right to remove any such unapproved sign, advertisement, billboard or structure that is placed on said Lots and in doing shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.
- (E) No communication, writing, drawings, sign, painting, or displays of any kind except as described in paragraph 3 (B) and 3 (C), shall be painted, published, posted or communicated by any person or entity on any improvements thereon or lot in said subdivision. Recognizing that monetary damages are difficult to prove, as a result of such violation the violating party will pay to the prevailing party \$300.00 per day as liquidated damages for each day the sign remains on any lot or improvements. Any party violating the above restrictions shall pay all costs, including attorney fees and court costs in enforcing the above restrictions.

Section 12. Fences. No fence or fences of any kind shall be erected closer to any street than the applicable minimum building setback lines applicable to residences OR the rear line of the main building, whichever is more distant from such street or streets. No chain link or wire fence of any kind will be allowed. All fences must be either pressure treated lumber or ornamental iron. Maximum height of any fence shall be six feet (6').

Section 13. Outbuildings. Prior to construction, Homeowner's Association, must approve all outbuildings. All outbuildings must be constructed from same materials as house.

Section 14. Occupancy. No trailers, basement, tent, shack, garage or other outbuildings, shall at any time be used as a residence, temporarily or permanently, no shall any residence of a temporary character be permitted on any Lot.

Section 15. Recreational Vehicles. RV's and camper trailers will be allowed at the Developer's discretion. Maximum length of any RV or camper allowed will be thirty feet (30'). No RV or camper trailer over ten (10) years old shall be allowed.

Section 16. Mailboxes. The mailboxes on each Lot will be constructed of the same or similar style and materials.

Section 17. Vehicles and Parking. No inoperable vehicle will be allowed on any Lot for any period of time in excess of that reasonable required to repair or tow said vehicles for repair. All vehicles must be parked in the driveway(s) of the owner. No vehicle shall be parked on the street. No commercial trailer and/or lawn trailer to be parked/stored on any lot. The Developer and/or Builder reserve the right to have any vehicle removed, at owner's expense, that has been parked on the street and shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

Section 18. Lawful Uses. Each Lot Owner shall observe all governmental building codes, health regulations, zoning restrictions, and other regulations applicable to his Lot. In the event of any conflict between any provision of any such governmental code, regulation, or restriction and provision of this Declaration, the more restrictive provision shall apply.

Section 19. Lot Maintenance. The Lot Owner of each building site shall be responsible for the maintenance of and shall maintain the exterior of their dwelling units in a clean, sanitary and attractive manner. The owner of each building site shall keep his dwelling free

from rubbish, litter and noxious weeds; maintain, cultivate and keep in good condition or repair all shrubs, trees, grasses or other plants.

Section 20. Exclusions. The restrictions set forth in this Article shall not apply to declarant, its agents or employees during the course of Construction or sale of improvements on the properties to the extent that they would interfere with such construction or sale.

## ARTICLE X

### EASEMENTS AND OPEN AREAS

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

Section 2. Emergency. There shall exist a general easement to all security guards employed by Developer, firemen, ambulance and health personnel, utility services personnel, and all similar persons to enter upon the Property while in the performance of their duties. The Association shall have the reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for proper maintenance and operation of the development.

Section 3. Plat Easements. The Plat contains designated easements for road, utilities, and drainage. These easements so designated on the Plat encumber the Lots as shown on the Plat and are established as perpetual easements. Said easements are granted and reserved for the use and benefit in common of all Lot Owners and their family members, invitees, and licensees.

No Lot Owner shall have the right to restrict, impede, or take any action in any way to prohibit or limit the use in common by all Lot Owners of said easements. However, use of the easements in the Open Area shall be subject to and governed by the provisions of this Declaration and the rules and regulations of the Association. The roads shown on the Plat are public thoroughfares. The Wilson County government has the responsibility for maintenance, repair and replacement of said roads.

Section 4. FHA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration: annexation of additional properties, dedication of Open Area, and amendment of this Declaration.

Section 5. Open Areas. Open Areas as shown on the Plat are to be owned by the Association and used in common by all Lot Owners. The Developer will deed the completed Open Areas found on the subject Property to the Association free and clear of encumbrances before the first Lot is conveyed to a Lot Owner. The Open Area cannot be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the Lot Owners (including the Developer).

### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Lot Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of Articles III, IX and X of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by sixty-seven percent (67%) of those then owning the Lots and fifty-one percent (51%) of the first mortgagees who have

requested notice of any proposed termination or amendment has been recorded prior to the expiration of said thirty (30) year period or any said then (10) year period, as the case be, agreeing to terminate said covenants and restrictions or to modify said covenants and restrictions in whole or in part for the next ten (10) year period.

This Declaration may be amended by an instrument signed by not less than sixty-seven percent (67%) of the Lot Owners and by not less than fifty-one percent (51%) of the first mortgagees who have requested notice of any proposed termination or amendment; provided, however, as to amendments that are not of a material nature a mortgagee's approval shall be deemed given if it does not respond with thirty (30) days of notice; provided further that while Developer is a Class B member this Declaration may not be amended with the Developer's consent. Any amendment must be recorded.

Section 4. Annexation.

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

(B) Notwithstanding paragraph (a) of this Section 4, additional land (including any presently developed Lots as well as undeveloped Lots and additional Open Area to be determined by the Developer) may be annexed by the Developer and submitted to this Declaration without the consent of the members of the Association within ten (10) years of the date of this Declaration, provided that the Federal Housing and/or the Veteran's Administration ("FHA/VA") determines that the annexation is in accord with the general plan of the development heretofore approved by it. Any property so annexed shall become bound by this Declaration upon the recording of a Plat for the new section of the development coupled with a statement of intent by the Developer to subject the property shown in the new Plat to the provisions of this Declaration. Any additional Open Area so annexed which the Developer conveys or dedicates to the Association shall be accepted by the Association and thereafter shall be owned and maintained by the Association in accordance with this Declaration. Developer makes no assurances that any area will be added to the development. Annexation of additional land under this Section shall extend the jurisdiction of the Association to such property and thereby specifically subject such addition to assessments as discussed in Article V of this Declaration.

Section 5. Perpetuities and Restraints on Alienation. If any of the privileges, covenants, conditions, or rights created by this Declaration shall be unlawful, void or voidable for violation of the Rule Against Perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of Elizabeth II, Queen of England.

Section 6. Special Provisions Concerning Open Area. This development and particularly the Open Area, will be subject to the following:

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

(A) The Wilson County government may require that the landowner provide for and establish an organization for the ownership and maintenance of any common open space, and such organization shall not be dissolved nor shall it dispose of any common open space, by sales or otherwise (except to an organization conceived and established to own and maintain the common space), without first offering to dedicate the same to Wilson County government and the said dedication being approved by the Wilson County Planning Commission. However the conditions of any transfer shall conform to the adopted final master development plan.

(B) In the event that the organization established to own and maintain common open space, or any successor organization, shall at any time after the establishment of the planned unit development fail to maintain the common space in reasonable order and condition in accordance with the adopted master development plan, the zoning administrator may serve written notice upon such organization and/or the owners or residents of the planned unit development and hold a public hearing. After thirty (30) days when deficiencies of maintenance are not corrected, the zoning administrator may call upon any public or

...agency to maintain the common open space for a period of one year. When the zoning administrator determines that the organization is not prepared for the maintenance for the common open spaces such agency shall continue maintenance for yearly periods.

**Section 7. Mortgage/Conveyance of Open Area.** The open areas may be mortgaged or encumbered only upon the affirmative vote of sixty-seven percent (67%) of Class A member in the Homeowner's Association.

IN WITNESS WHEREOF, the undersigned, being Owner and Developer herein, has hereunto set their hands and seal this 13<sup>th</sup> day of September, 2005.

DEVELOPER:

Wright Farm, L.L.C.

By: \_\_\_\_\_

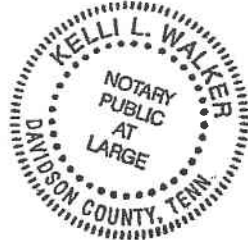
State of Tennessee  
County of Wilson

Personally appeared before me, a Notary Public of the state and county aforesaid, Robert C. Carbowitz, with whom I am personally acquainted, and who acknowledged that he executed the within Declaration of Covenants, Conditions and Restrictions for the Residential Portions of Wright Farm instrument, as the representative and Secretary for the purposes therein contained.

WITNESS MY HAND at this office this 13<sup>th</sup> day of September 2005

Kelli L. Walker  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_ My Commission Expires MAR. 25, 2006



BK/PG: 1136/378-389

05274590

12 PGS 1 AL - RESTRICTIVE COVENANTS	
JVMH: BATCH: 6554	
09/13/2005 - 08:05 AM	
VALUE	8.00
PROPERTY TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	60.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	62.00

STATE OF TENNESSEE, WILSON COUNTY  
JOHN B SPICKARD  
REGISTER OF DEEDS