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This Instrument Prepared By:
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BOOK 9144 PAGE 703

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

WILLIAMSPORT SUBDIVISION, A RESIDENTIAL PLANNED UNIT DEVELOPMENT

THIS DECLARATION, made on the date hereinafter set forth by **BARRY CONSTRUCTION CO.**, a Tennessee corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

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

> All that property shown on the Plat of Williamsport Subdivision, Section 1, a Residential Planned Unit Development, as of record in Book 7900, pages 628 and 629, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.
>
> Being the same property conveyed to Barry Construction Co. by Quitclaim Deed from Barry Zeitlin of record at Book 7369, page 247, Register's Office for Davidson County, Tennessee

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

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to **WILLIAMSPORT HOMEOWNERS ASSOCIATION**, a Tennessee not-for-profit corporation, its successors and assigns.

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

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

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

> All that property shown as the Common Area on the Plat hereinabove referenced.

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

Section 6. "Declarant" shall mean and refer to BARRY CONSTRUCTION CO., a Tennessee corporation, and any party designated by Barry Construction Co., as having the rights of Declarant herein.

ARTICLE II

PROPERTY RIGHTS

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

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

(b) the right of the Association to suspend the voting rights and right to use of any recreational facilities of an 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.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the Lot.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

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

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

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

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

(b) three (3) years from and after the date of recordation of the deed evidencing the initial sale of a Lot to a purchaser other than a party coming within the definition of Declarant herein.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten (10%) percent above the maximum assessment for the previous year, without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten (10%) percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Except as specifically provided herein, both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or annual basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot(s) in question. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Approval Requirement. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration

therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by, the Declarant. In no event shall any fence extend outward toward a side lot line beyond an imaginary line from the front and rear corners of the house to the rear and front lines of each lot. After the Declarant shall have conveyed title to all Lots, architectural control shall be vested in the Board of Directors, or in an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Declarant, Board, or Board's designated committee, as the case may be, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. No fence or wall of any nature may be extended toward the front property line beyond the front of the residences. Prior to delivery of architectural control to the Board of Directors, the Declarant may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning or subdivision regulations.

Section 2. Building Materials. The exterior building material of all structures shall extend to ground level and shall be either brick, stone, wood, vinyl, aluminum or masonite siding, stucco, brick veneer or stone veneer, or a combination of same. Notwithstanding the above, all residences shall have a minimum of eighty (80%) percent brick construction on the front and sides of each home, inclusive of windows and doors. However, the Declarant (Barry Construction Co., or its designee) recognizes that the appearance of other exterior building materials (such as stucco-type material) may be attractive and innovative, and reserves the right, until architectural control is vested in the Board of Directors, to approve in writing the use of other exterior building materials. Brick, outside color (including trim color), and roof color must be approved by the Declarant.

Section 3. Minimum Floor Areas.

(a) The ground floor area of a one story house shall be a minimum of 1,250 square feet, exclusive of the garage.

(b) The total floor area of a one and one-half story house shall be a minimum of 1,650 square feet, exclusive of the garage.

(c) The total floor area of a two story house house shall be a minimum of 1,600 square feet, exclusive of the garage.

(d) Finished basement areas, garages and open porches are not included in computing floor areas.

Section 4. Landscaping/Driveways. After the construction of a residence, the Lot Owner shall immediately grade, seed and straw that portion of the Lot between the front and street side walls of the residence and the pavement of any abutting streets and install foundation landscaping in keeping with the character of the surrounding Lots. All driveways shall be made of aggregate concrete, except that Declarant, and Declarant only, may approve the use of asphalt on certain lots due to their size and length of the driveways, which approval must be obtained from Declarant in writing prior to installation of the driveway.

Section 5. Mail and Paper Boxes/Hedges. No mailbox, paper holder or hedge shall be placed or planted on any Lot unless its design and placement or planting are approved in writing by the Declarant, the Board of Directors of the Association, or an architectural control committee, as provided for herein.

Section 6. Drainage. Drainage of each Lot shall conform to the general drainage plans for the Properties.

Section 7. Garages. Each residence shall have an attached two (2) car garage, or a basement with a minimum two (2) car garage. There shall be no carports unless specifically approved by the Declarant, the Board of Directors of the Association or an architectural control committee as provided for herein.

Section 8. Rights of Metropolitan Government for Maintenance. In the event that the Association shall at any time fail to maintain the Common Area in reasonable order and condition in accordance with the adopted Master Plan approved by the Metropolitan Government of Nashville and Davidson County, the Zoning Administrator of the Metropolitan Government of Nashville and Davidson County may serve written notice upon the Association and/or the Owners and residents of the Properties 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 private agency to maintain the Common Area for a period of one (1) year. When the Zoning Administrator determines that the Association is not prepared for the

maintenance of the Common Area, such agencies shall continue the maintenance for yearly periods in the absence of maintenance by the Association.

ARTICLE VI

RIGHTS OF METROPOLITAN GOVERNMENT

The Association shall not be dissolved nor shall it dispose of the Common Area, by sale or otherwise, except to an organization conceived and established to own and maintain the Common Area, without first offering to dedicate the same to the Metropolitan Government of Nashville and Davidson County and the said dedication be approved by the Metropolitan Planning Commission.

ARTICLE VII

OBLIGATION TO CONSTRUCT OR RECONVEY

Each Lot Owner, other than the Declarant, shall within eighteen (18) months after the date of conveyance of a Lot without a residence thereon, commence in good faith the construction of a single-family residence approved according to Article V, upon each Lot conveyed; provided, that should said construction not commence within the specified period of time, the Declarant may elect at its sole option to repurchase any and all Lots on which construction has not commenced for the purchase price of said Lot or Lots, in which event the Lot Owner shall immediately reconvey and deliver possession of said Lot or Lots to the Declarant by deed of general warranty subject to no encumbrances other than those encumbering the Lot at the time of initial conveyance by Declarant.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, including the right to prosecute an action or other proceeding against any defaulting Lot Owner for enforcement of any lien and the appointment of a receiver for the Lot and ownership interest of such Lot Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or the right to sell the Lot through judicial process, or for any combination of remedies, or for any other relief. All expenses of the Declarant, the Association or any Owner in

connection with any such action or proceedings including court costs and attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the lesser of ten (10%) percent per annum, or the highest rate then allowed by applicable law, until paid, shall be charged to and assessed against any such defaulting Lot Owner, and shall be added to and deemed part of the assessment to which the Lot in question is subject, and the Declarant, the Association or any Owner shall have a lien for all of the same, as well as for nonpayment of the assessment to which the Lot in question is subject, upon the Lot of such defaulting Lot Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Lot or located elsewhere in the Properties, provided, however, that such lien shall be subordinate to the lien of a recorded mortgage or deed of trust on the interest of such Lot Owner, except for the amount of the proportionate share of the assessment to which the Lot in question is subject, which becomes due and payable from and after the date on which the said mortgage or deed of trust owner or holder either takes possession of the Lot, or accepts a conveyance of any interest therein (other than as a security). In the event of any such default by any Lot Owner, the Declarant, the Association or any Owner shall have the authority to correct such default, and to do whatever may be necessary for such purpose and all expenses in connection therewith shall be charged to and assessed against such defaulting Owner and Lot. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Declarant or the Association. This paragraph shall not be amended, changed, modified or rescinded without the prior consent of all holders of record of mortgages and deeds of trust against Lots in the Properties.

The violation of any restriction or condition or regulation adopted by the Association or the breach of any covenant or provision herein contained, shall give the Declarant or the Association the right, in addition to any other rights provided for in this Declaration: (a) to enter (either peaceably or forceably without liability to such Lot Owner for such entry) upon the portion of a residence thereon, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Lot Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof,

and the Declarant or the Association, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or (c) to take possession (either peaceably or forceably without liability to such Lot Owner for such entry) of such Lot Owner's interest in the Properties and to maintain an action for possession of such Lot in the manner provided by law.

If any Lot Owner (either by his own conduct or by the conduct of any other occupant of his Lot) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Association, and if such default or violation shall continue for ten (10) days after notice to the Lot Owner in writing from the Association or shall occur repeatedly during any ten (10) day period after such written notice or request to cure such violation from the Association, then the Board shall have the power to issue to said defaulting Owner a notice in writing terminating the rights of the said defaulting Owner to continue as a Lot Owner and to continue to occupy, use or control his Lot and thereupon an action in equity may be filed by the Association against said defaulting Owner for a decree of mandatory injunction against such defaulting Owner or any occupant, or in the alternative, for a decree declaring the termination of said defaulting Owner's right to occupy, use or control the Lot owned by him on account of said violation, and ordering that all the right, title and interest of said defaulting Owner in the Lot shall be sold (subject to any existing deed of trust or mortgage) at a judicial sale upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the said defaulting owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against said defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to said defaulting Owner.

In addition to the other remedies provided for herein, in the event of a default by a Lot Owner in the payment of such Lot Owner's respective share of the common expenses which default continues for a period of ninety (90) days, the Association shall have the power and authority to

place such Lot Owner's name on a list of delinquent Lot Owners, which list may be posed at a place designated by the Association for notices. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded. Declarant reserves the right to make any necessary amendments to this Declaration for the express purpose of completion of the Properties or as may be required to obtain Federal Housing Administration/Department of Veterans Affairs ("FHA/VA") and/or Federal National Mortgage Association ("FNMA") approval for this planned unit development.

Section 4. Annexation. Additional land within the tract consisting of 25.11 acres, more or less, more particularly described in the attached Exhibit A may be annexed as additional sections of Williamsport Subdivision by the Declarant without the consent of members at any time by the filing of an instrument making such additional land subject to the provisions hereof.

Additional residential property and Common Area other than that described in the attached Exhibit A may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. Easements. Declarant reserves the right to create any additional easements necessary for the development of all phases of the Subdivision for a period of five (5) years from date hereof.

Section 6. Rights of Declarant to Maintain a Sales Office. Declarant shall have the right to establish in any building completed on any Lot a sales office with appropriate signs, and such building may continue to be used until the complete sales promotion and sale of all Lots and all residences constructed on the Properties to be sold, has occurred, notwithstanding any other provision in this Declaration.

Section 7. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Department of Veterans Affairs: annexation of additional properties, dedication of Common Area, and amendment of this Declaration.

Section 8. Covenants Running with Land. The covenants, conditions and restrictions contained herein shall run with the land encumbered hereby and shall be binding upon all parties having or acquiring any right, title or interest in all or any portion of the Properties and shall inure to the benefit of each Owner as herein defined.

Section 9. Personal Liability. No member of the Board or any committee of the Association, or any officer of the Association, or the Declarant, or the manager of the Association, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, the manager, if any, or any other representative or employee of the Association, the Declarant, or any committee, or any officer of the Association, or the Declarant, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

ARTICLE IX

EXTERIOR MAINTENANCE

It shall be the duty of each Owner to keep the grass on his Lot properly cut, to keep his Lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Should any Owner fail to do so, then in addition to maintenance upon the Common Area, the Association, upon approval by a majority of the Board of Directors, shall be authorized to perform exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. In addition, upon the failure of any Lot Owner to comply with any condition or requirement of this Article, Article V or Article X, for actions or failure to act arising prior to vesting of architectural control in the Board of Directors, the Declarant may take such action as is necessary to comply therewith, and the Owner on demand shall

reimburse the Declarant for the expense incurred in so doing. If the Owner fails to reimburse the Declarant for all expenses that incurred in bringing the Lot into conformity with this Article, Article V or Article X, the Declarant may seek any remedy described in Article VIII, that may, in the Declarant's discretion, be deemed necessary. For actions or failure to act arising after architectural control is turned over to the Board of Directors by the Declarant as set forth in Article V, all such enforcement provisions shall be vested in the Board of Directors who may, by a majority vote, authorize work to remedy the non-complying conditions and add the costs of such work to the assessment to which the Lot in question is subject.

ARTICLE X

USE RESTRICTIONS

Section 1. The following restrictions on the use of any Lot are hereby established, with the proviso that the Association may add any additional requirements it may desire in the future:

A. All Lots shall be used for residential purpose only and no business of any kind shall be conducted on the Lots, except that an office may be maintained by business and professional persons solely for the purpose of receiving routine and ordinary calls, but not for the purpose of consultation or treatment.

B. No noxious or offensive activity shall be conducted or maintained on the Lots, and nothing shall be done which may constitute a nuisance or unreasonable annoyance to the neighborhood.

C. No sign of any kind shall be displayed to the public view or any Lot or portion of any Lot, except not more than one small sign may be placed temporarily in front of any dwelling for the sole and exclusive purpose of advertising for sale or rent the residence in front of which such sign is placed.

D. No part of the Lots shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, except that Declarant may store or dispose of building debris from construction on the lots or common area. Trash, garbage or other waste, pending removal, shall not be kept except in sanitary containers, and shall not be kept in front of a residence or in any other place which would be detrimental to the appearance of the premises or the health of the community, except to conform to the laws, ordinances and policies of the Metropolitan Government of Nashville and Davidson County regarding the removal of such trash, garbage or other waste.

E. No exterior clothes lines, posts, racks or dryers of any kind shall be erected or maintained on the Lots. No Owner or occupant shall undertake to dry clothing outside a residence.

F. No poultry, livestock or other animal shall be maintained on the Lots, except that dogs or cats may be kept upon the Lots as pets only; provided that, they shall not be kept, bred or maintained for sale or any other commercial use or purpose, and provided that no Owner shall keep or maintain more than a total of three (3) dogs and cats on his Lot at any time. All pets permitted hereunder shall at all times be confined to the Lot occupied by the owner of such pet and shall be subject to the leash laws and ordinances of the Metropolitan Government of Nashville and Davidson County.

G. No trailer, truck (other than a standard passenger truck), commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any Lot at any time unless housed in a garage or basement. No vehicle which is inoperable shall be parked or kept on any Lot (except in the garage) or on any street. In no event shall any trailer, boat, truck, or other vehicle, be parked on any street in the Properties, except for vehicles of guests or visitors to a lot, which may be parked on the street for a short period while visiting a lot.

H. No dish antennae or satellite antennae shall be erected on any Lot.

I. No immoral, improper, offensive or unlawful use shall be made of the Common Area or Lots and residences, nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

J. The Association is authorized to adopt rules and regulations for the use of the Common Area, and such rules and regulations shall be furnished in writing to the Owners.

K. No vehicles of any type shall be permanently or semi-permanently parked on the Properties or in the vicinity of any residence or in the Common Area for the purpose of accomplishing repairs thereto, or the reconstruction thereof, except as permitted by the rules and regulations adopted by the Association. The restriction shall also apply to all vehicles not in operating condition, regardless of whether or not such vehicles are being operated.

ARTICLE XI

ASSESSMENT TO BUILDER/DECLARANT

Neither Declarant nor the builder of a residence on any lot shall be assessed the maintenance fee on any lot until ninety (90) days after completion of the residence of such lot. No assessment shall be made upon any vacant lot.

ARTICLE XII

RESERVES FOR REPLACEMENT AND WORKING CAPITAL

Section 1. The Association shall establish and maintain an adequate reserve funds for the periodic maintenance, repairs and replacement of improvements to the Common Area. The reserve fund shall be maintained out of regular assessments for common expenses.

Section 2. Working Capital. The Association shall collect for the initial months of the operation of the Properties an amount equal to at least two months' assessments for each Lot at the time of closing of the sale of each Lot or the residence completed on each Lot. Such funds shall be maintained in an account for the use and benefit of the Association to insure that the Association will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable. Amounts paid into said fund are not to be considered as advance payment of the regular assessments.

ARTICLE XIII

INSURANCE AND FIDELITY BONDS

Section 1. The Association shall maintain in effect casualty and liability insurance and fidelity bond coverage as is necessary to protect the Association and its employees, and such insurance and fidelity bond coverage shall be in an amount and in a form sufficient to meet the guidelines set forth in the Federal National Mortgage Association Lending Guide, Chapter 3, Part 5.

ARTICLE XIV

RIGHTS OF LENDER

Section 1. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any mortgage holder, insurer or guarantor will be entitled to timely written notice of:

A. Any condemnation or casualty loss that affects either a material portion of the Properties or the Lot securing its mortgage or deed of trust.

B. Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage.

C. A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

D. Any proposed action that requires the consent of a specified percentage of mortgage or deed of trust holders.

Section 2. Any holder of a first mortgage is entitled, upon written request, to a financial statement for the immediately preceding fiscal year of the Association.

Section 3. The Association is required to make available not only to Lot Owners, but to lenders, and to holders, insurers or guarantors of any first mortgage or deed of trust, current copies of the Declaration, By-Laws, other rules concerning the Properties, 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.

ARTICLE XV

COMPLIANCE WITH FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA) GUIDELINES

The provisions contained in this Declaration are hereby conformed to meet the guidelines of FNMA. Any additional requirements of FNMA that may, from time to time, be required for the issuance and purchase of loans on Lots of the Properties, shall be automatically considered as adopted as part of this Declaration.

IN WITNESS WHEREOF, the Declarant has executed this document on this 8th day of November, 1993.

BARRY CONSTRUCTION CO.,
a Tennessee corporation

By: G Zeitlin Vice President
Garry Zeitlin, Vice President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **GARRY ZEITLIN**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Vice President of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand, at office, this 8th day of November, 1993.

Notary Public

My Commission Expires: 5-23-94

EXHIBIT A

LEGAL DESCRIPTION

Land lying in the 2nd Civil District of Davidson County, Tennessee, being all of the lands conveyed to Barry Construction Co., by deed of record in Book 7369, page 247, Register's Office for Davidson County, Tennessee, being bounded on the west by the easterly right-of-way line of Sawyer Brown Road, and the easterly line of Cedar Forest Subdivision, of record in Plat Book 6900, page 247, Register's Office for said County; bounded on the north by the same said Cedar Forest Subdivision, and the southerly line of Belle Valley Ltd., a Tennessee partnership, of record in Plat Book 6430, page 732; bounded on the east by the lands of the Hindu Cultural Center, of record in Book 5908, page 64, by Charles T. Ethridge, et ux, of record in Deed Book 1273, page 87; by Jack H. Ethridge, et ux, of record in Book 4698, page 776; by Paul Ethridge, of record in Book 4698, page 774; by Dorothy and W. E. Moss, Jr., of record in Book 8253, page 666; bounded on the south by Ridgelake Subdivision of record in Plat Book 6250, page 676, and the lands of Intersparex Leddin, KG., et al, of record in Book 8424, page 407, all of the above being of record in the Davidson County Register's Office, and being more particularly described as follows:

Beginning at a fence post lying along the easterly right-of-way line of Sawyer Brown Road, said point being the northwesterly corner of the herein described parcel, and the southwesterly corner of Cedar Forest Subdivision; thence, with the southerly line of same, South 47 deg. 34 min. 54 sec. East 94.43 feet to a point; thence, South 41 deg. 47 min. 09 sec. East 103.75 feet to an old fence post; thence, South 42 deg. 14 min. 07 sec. East 78.70 feet to an old fence post; thence, South 53 deg. 40 min. 16 sec. East 200.02 feet to an old fence post; thence, leaving said southerly line of Cedar Forest Subdivision, and with the easterly line of same, North 39 deg. 11 min. 37 sec. East 354.32 feet to a point; thence, still with same, North 14 deg. 05 in. 31 sec. East 144.79 feet to a point lying at the southwesterly corner of Belle Valley Ltd., thence, leaving the easterly line of the aforesaid Cedar Forest Subdivision, and with the southerly line of said Belle Valley Ltd., North 89 deg. 50 min. 00 sec. East 820.99 feet to a point, said point lying on the westerly line of the Hindu Cultural Center; thence, leaving the southerly line of the aforesaid Belle Valley Ltd., and with the westerly line of said Hindu Cultural Center as follows: South 29 deg. 45 min. 06 sec. West 242.71 feet to a point; thence, South 26 deg. 39 min. 25 sec. West 284.53 feet to a point; said point being the southwesterly corner of Hindu Cultural Center; thence, with the southerly line of same, South 87 deg. 28 min. 56 sec. East 78.93 feet to a point lying at the northwesterly corner of Charles T. Ethridge, et ux, thence, leaving the southerly line of Hindu Cultural Center, and with the westerly line of Charles T. Ethridge, and the westerly line of Jack H. Ethridge, South 20 deg. 33 min. 50 sec. West 273.12 feet to a point lying at the northwesterly corner of Paul Ethridge; thence, with the westerly line of Paul Ethridge, South 20 deg. 21 min. 37 sec. West 168.50 feet to an old fence post lying at the northwesterly corner of Dorothy and W. E. Moss; thence, leaving the westerly line of Paul Ethridge, and with the westerly line of Moss as

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follows: South 11 deg. 27 min. 19 sec. East 204.64 feet to a point; thence, South 09 deg. 25 min. 34 sec. East 61.77 feet to a point; thence, South 34 deg. 53 min. 59 sec. East 17.85 feet to a point; thence, South 19 deg. 42 min. 30 sec. East 87.19 feet to a point; thence, South 07 deg. 24 min. 01 sec. West 77.61 feet to a point; thence, South 18 deg. 01 min. 45 sec. West 91.29 feet to a point; thence, South 11 deg. 23 min. 00 sec. West 75.36 feet to an old fence post lying on the northerly line of Ridgelake Subdivision; thence, leaving the westerly line of Moss, and with the northerly line of Ridgelake Subdivision, North 89 deg. 29 min. 53 sec. West 165.10 feet to a point lying on the northerly line of Intersparex Leddin KG., thence, leaving said northerly line of Ridgelake Subdivision and with the northerly line of Intersparex Leddin KG., as follows: North 44 deg. 38 min. 21 sec. West 582.49 feet to a point; thence, North 25 deg. 55 min. 52 sec. East 66.00 feet to a point; thence, North 41 deg. 04 min. 23 sec. West 560.83 feet to a point; thence, North 57 deg. 31 min. 33 sec. West 393.71 feet to a point lying on the easterly right-of-way line of Sawyer Brown Road; thence, leaving said northerly line of Intersparex Leddin KG., and with the easterly right-of-way of said Sawyer Brown Road, North 25 deg. 42 min. 05 sec. East 85.61 feet to a point, said point being the point of curvature of a curve to the left; thence, with said curve, having a radius of 758.35 feet, a central angle of 15 deg. 17 min. 22 sec., and a length of 202.37 feet, of which the chord bearing and chord length is North 18 deg. 03 min. 24 sec. East 201.77 feet to the point of beginning, containing 25.11 acres, more or less, and described according to a survey prepared by Robert B. Reed, Registered Land Surveyor, Tennessee License No. 1558, for SEC, Inc., 105 North Maple Street, Murfreesboro, Tennessee 37130.

Being the same property conveyed to Barry Construction Co., by deed from Barry Zeitlin of record in Book 7369, page 247, Register's Office for said County.

EXHIBIT B

BYLAWS

OF

WILLIAMSPORT HOMEOWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION. The name of the corporation is **WILLIAMSPORT HOMEOWNERS ASSOCIATION**, hereinafter referred to as the "Association." The principal place of the corporation shall be located at 1203 Clubhouse Lane, Antioch, Tennessee 37013, but meetings of members and directors may be held at such places within the State of Tennessee, County of Davidson, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to **WILLIAMSPORT HOMEOWNERS ASSOCIATION**, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to BARRY CONSTRUCTION CO., a Tennessee corporation, its successors and assigns, if such successors or assigns should acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development. Any party designated by Barry Construction Co., or its successors or assigns, as having the rights of Declarant herein, shall be included within the definition of "Declarant" and shall have the rights of Declarant as stated in the Declaration.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Register for Davidson County, Tennessee.

Section 8. "Member" or "Members" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of four o'clock (4:00) P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first following day which is not a legal holiday.

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

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

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

other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

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

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

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

Section 2. Term of Office. At the first annual meeting, the Members shall elect three (3) directors for a term of one (1) year, three (3) directors for a term of two (2) years and three (3) directors for a term of three (3) years. At each annual meeting thereafter, the Members shall elect the number of directors required to fill the offices of the directors with terms expiring, for a term of three (3) years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting, by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also

be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors, prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly, without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association or by any two (2) directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of any recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested, in writing, by one-fourth (1/4) of the Class A Members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the owner personally obligated to pay the same;

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

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

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

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

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

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

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

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

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

President

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

Vice-President

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

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; shall keep the corporate seal of the Association, if any, and affix it on all papers requiring said seal; shall serve notice of meetings of the Board and of the members; shall keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.

Treasurer

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

ARTICLE IX

COMMITTEES

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

ARTICLE X

BOOKS AND RECORDS

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

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No

Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

AMENDMENTS

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

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

ARTICLE XIII

MISCELLANEOUS

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

IN WITNESS WHEREOF, the undersigned being the incorporator of the **WILLIAMSPORT HOMEOWNERS ASSOCIATION**, has hereunto set his hand this 8th day of November, 1993.

Garry Zeitlin

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STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **GARRY ZEITLIN**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 8th day of November, 1993.

Sue Legg
Notary Public

My Commission Expires: 5-23-94

83305
IDENTIF. & REFERENCE

93 NOV -8 PM 3:35
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.