

Prepared by:  
Mid-State Title & Escrow  
128 Holiday Ct. Ste. 125  
Franklin, TN 37067

u  
y:

KADEA

**DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
WILLIAMS PARK SUBDIVISION**

THIS DECLARATION, made this 22<sup>nd</sup> day of March, 2007, by John Maher Builders, Inc., a Tennessee Corporation, hereinafter called the "Developer" and/or "Owners";

**WITNESSETH:**

Whereas, the Owners are the owners of the real property described in Article II of this Declaration and desires to create thereon an exclusive residential community to be named "Williams Park Subdivision", with greenbelts and access to a swimming pool and community areas, for the benefit of the said community through the granting of specific rights, privileges and easements of enjoyment which may be shared and enjoyed by all residents of Williams Park Subdivision; and

Whereas, the Developer desires to insure the attractiveness of the individual lots and community facilities within Williams Park Subdivision and to prevent any further impairment thereof, to prevent nuisances, and to preserve, protect and enhance the values and amenities of the said property; and, to this end, desires to subject the real property described in Article II of this Declaration to the covenants, conditions, restrictions, easements, agreements, charges and liens (hereinafter sometimes referred to as the "covenants and restrictions") hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

Whereas, the Developer desires that such greenbelts be owned, maintained and administered exclusively for the benefit of all residents of Williams Park Subdivision. The Developer further desires that access to the swimming pool and amenities areas are to be shared among the homeowners located in Williams Park Subdivision, and maintained by the owners of the homes and be designated "Association Properties" for each home;

Whereas, the Developer has deemed it desirable, for the efficient preservation, protection and enhancement of the values and amenities in Williams Park Subdivision and to insure the residents' enjoyment of the specific rights, privileges and easements in the Association Properties and facilities, to create an organization to which should be

delegated and assigned the powers of owning, maintaining and administering the Association Properties and facilities, administering and enforcing the covenants and restrictions related thereto and collecting and disbursing the Association assessments and charges hereinafter created;

Whereas, Williams Park Subdivision, Inc. (hereinafter sometimes referred to as the "Association"), has been incorporated under the laws of the State of Tennessee, as a nonprofit corporation, for the purpose of exercising the functions aforesaid within the property described and referred to in Article II of this Declaration and for the purpose of owning, holding, maintaining and administering the amenities of Williams Park Subdivision consisting of pool and community areas serving those owners of homes located in the Planned Unit Development known as Williams Park Subdivision. Each owner of the homes located in Williams Park Subdivision shall have the right and obligation to share the use, benefits, maintenance and administration of said amenities, subject to the terms and conditions herein set forth and set forth in the Charter and By-Laws of Williams Park Subdivision, Inc.;

Now, therefore, the Owners declare that the real property described in Article II of this Declaration is and shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Declaration and to the covenants and restrictions hereinafter set forth. Every grantee of any interest in such real property, by acceptance of a deed or other conveyance of such interest, whether or not it shall be so expressed in any such deed or other conveyance, whether or not such deed or other conveyance shall be signed by such person and whether or not such person shall otherwise consent in writing, shall take subject to this Declaration and to the covenants and restrictions hereof and shall be deemed to have assented to said covenants and restrictions.

## ARTICLE I

### Definitions

Section 1. Definitions. The following words when used in this Declaration; unless the context shall prohibit, shall have the following meanings:

- (a) "Amenities" shall mean and refer to the pool and community area owned by Williams Park Subdivision, Inc. of which each and every owner of homes in Williams Park Subdivision shall be a member upon purchasing such home in Williams Park Subdivision.
- (b) "Association" shall mean and refer to Williams Park Subdivision, Inc., a non-profit corporation under the laws of the State of Tennessee, incorporated and organized for the purpose of owning, maintaining and administering the Association properties and facilities and administering and enforcing the covenants and restrictions related hereto.
- (c) "Williams Park Subdivision" shall mean and refer to all that tract or parcel of land described in Article II of this Declaration and those tracts, which are subsequently

annexed, all of which can be found on the Master Plan of Development on file with the City of Spring Hill, Tennessee.

(d) "Association Properties" shall mean and refer to all lands described as "open space" on the Williams Park Subdivision Subdivision, of record in Plat Book 17, page 5, (Lots 595 -599), as corrected in Book R1980, page 1386, Register's Office of Maury County, Tennessee, the property including the common areas in all subsequently annexed Sections and including the rights accorded the owners of the single family homes to the use and benefit of the Williams Park Subdivision amenities as above defined.

(e) "Lot" shall mean and refer to any plot of land shown as a numbered parcel on the plat or survey referred to in Article II of this Declaration, as the same may be revised, modified or amended from time to time and any additional sections as referred to therein.

(f) "Person" shall mean and refer to an individual, corporation, partnership, association, trust or any other legal entity.

(g) "Owner" shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any lot, excluding, however, those persons having such interest merely as security for the performance of an obligation.

(h) "Developer" shall mean and refer to John Maher Builders, Inc., having its principal office at Brentwood, Williamson County, Tennessee, its successors and assigns.

(i) "Mortgage" shall mean and refer to any security instrument by means of which title to property is conveyed or encumbered to secure a debt.

(j) "Mortgagee" shall mean and refer to any one or more persons who hold a recorded or unrecorded mortgage or mortgages.

## **ARTICLE II**

### **Property Subject To This Declaration**

Section 1. Property Hereby Subjected To The Declaration. The real property which is and shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered, subject to this Declaration is that certain tract of land lying and being in the City of Spring Hill, Maury County, State of Tennessee, subdivided as Williams Park Subdivision into several "Phases", being shown on plat of survey made by Leon Stanford, recorded in Plat Book 17, page 5, as corrected in Book R1980, page 1386, in the Office of the Register of Maury County, Tennessee. Reference is hereby made to said plats for a complete description of the property, subject to this Declaration. The remaining Sections of Williams Park Subdivision shall be laid out and subdivided by the Developer in harmony with and contiguous to said plats, with plats of

survey being likewise filed in the Office of said Register. Subject to the provisions of Section 2 below, each Section, as developed, will likewise be subject to these covenants, conditions and restrictions and made a part hereof in the manner set forth in the following paragraphs, and the common area, shall be shared by all owners of the various Sections of Williams Park Subdivision in accordance with the terms of this instrument.

Section 2. Additions To Existing Property. Additional lands may become subject to this Declaration in the following manner:

The Developer, its heirs and assigns shall have the right to bring within the scheme of this Declaration additional properties in future stages of development in accord with a master plan of development. The Developer has prepared a master plan of development on properties for additional stages of Williams Park Subdivision and contemplates that additional Sections shall become an addition to the existing property and subject to this Declaration. However, it is expressly understood that Developer, at its option, may limit or expand the number of lots to be annexed as a part of this Declaration, as determined by Developer.

The additions authorized hereunder shall be made by filing of record a Supplementary Declaration or Annexation of covenants and restrictions with respect to the additional property, which shall extend the scheme of the covenants and restrictions of this Declaration to such property. The additions authorized hereunder may be annexed by Developer without the consent of the members within ten (10) years six (6) months of the date of recording of this instrument. The Developer retains the right to make lot adjustments for purposes of beautification and other adjustments in keeping with proper construction practices and customs. Such Supplementary Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to satisfy topographic conditions and as may be necessary to reflect the different character, if any, of the added properties, including reduction or increase in lot size. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the Existing Property.

Section 3. Mergers. Pursuant to a merger or consolidation of the Association, the properties, rights and obligations of such corporation or corporations may be transferred to another non-profit corporation, or the properties, rights and obligations of another non-profit corporation may be transferred to the Association. The surviving or consolidated corporation may administer the covenants and restrictions applicable to the property described in Article II of this Declaration together with the covenants and restrictions which either the merging corporation or corporations or the surviving or consolidated corporation was, or were, otherwise entitled to administer. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants and restrictions hereby made applicable to the property described in Article II of this Declaration, except that the members of the Association may, as an incident to any such merger or consolidation, make changes in the method of calculating and the maximum amount of the annual assessments and may authorize special assessments as provided herein.

Section 4. Entrance and Roadway Maintenance. The roads shown on the Plat recorded for the existing property and the subsequently annexed properties will be public roads. However, any entrance to Williams Park Subdivision must be maintained by the Williams Park Subdivision Association. The fees for such maintenance shall be included in the assessment for each homeowner as set forth in Article VI herein.

### ARTICLE III

#### Schedule Of Improvements

The amenities will be constructed on the Amenities properties, pursuant to the Master Plan of Development, according to the City of Spring Hill, Tennessee Subdivision Regulations as revised from time to time.

### ARTICLE IV

#### Membership And Voting Rights In The Association

Section 1. Membership. Every person who is a record owner of a fee or undivided fee interest in any lot situated within Williams Park Subdivision shall automatically be a member of the Association; provided, however, that any such person who holds such interest merely as security for the performance of an obligation shall not be a member, except as hereinafter set forth and set forth in the By-Laws of the Association, which are incorporated herein by reference.

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

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

Class B. The Class B member(s) shall be the Developer and shall be entitled to ten (10) 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) 36 months from the date of the conveyance of the first unit. (However, as any new Section is annexed, the 36 months shall begin to run as to that Section from the date of

the conveyance of the first unit.) Unit is defined as the completed home constructed on a lot.

Section 3. Suspension of Membership Rights. The membership rights of any member, including the right to vote, may be suspended by the Association's Board of Directors, pursuant to authority granted in the Association's By-Laws, as amended from time to time. Any such suspension shall not affect such member's obligation to pay assessments coming due during the period of suspension and shall not affect the permanent charge and lien on the member's property in favor of the Association.

Section 4. Meetings of The Membership. All matters concerning meetings of members of the Association, including the time in which and the manner in which notice of any of said meetings shall be given to said members and the quorum required for the transaction of business at any of said meetings, shall be as specified in this Declaration or in the By-Laws of the Association, as amended from time to time, or by law.

## ARTICLE V

### Property Rights In The Association Properties

Section 1. Members' Easement Of Enjoyment. Subject to the provisions of Section 3 below, every member of the Association shall have a right and easement of enjoyment in and to the Association Properties and such easement shall be appurtenant to and shall pass with the title to every lot situated within Williams Park Subdivision.

Section 2. Title To Association Properties. Notwithstanding the responsibility of the Association to maintain, repair, replace and operate the Association Properties, as provided in Article VII of this Declaration, the Developer may retain the legal title to the Association Properties, thus labeled on the plat of survey referred to in Article II of this Declaration, as the same may be revised, modified or amended from time to time, until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, but, notwithstanding any other provisions herein, the Developer hereby covenants that it shall convey the Association Properties to the Association not later than December 31, 2010.

Section 3. Easements Subject to Certain Rights of Developer and The Association. The members' rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Developer to the exclusive use of such portion of the Association Properties, improved or unimproved, as it, in the exercise of its sole discretion, may deem necessary or advisable for, or as may be reasonably required, convenient or incidental to the construction of improvements within Williams Park Subdivision (including any Section thereof to be annexed, pursuant to the Master Plan

of Development), and the sale of Lots contained therein, including, but not limited to, sales and business offices, storage areas, construction yards and signs; the right of the Developer to an easement over and across said land for the construction of roads, for utilities, sewers, and for the furtherance and completion of construction of improvements on all Lots in each Section of Williams Park Subdivision. It is expressly understood that Developer or its assigns may maintain model homes and/or a temporary sales office or offices in any Section of Williams Park Subdivision until all houses are sold and closed. The employees of Developer, its contractors, materialmen, subcontractors, and their agents have the right to come onto the Association Properties pending such period. Such right of the Developer shall and does exist notwithstanding any provisions of this Declaration which might be construed to the contrary, until such time as the Developer no longer owns, primarily for the purpose of sale, any Lot situated within Williams Park Subdivision (including any Section thereof), and without affecting any member's obligation to pay assessments coming due during such period of time or the permanent charge and lien on any member's property in favor of the Association.

(b) The right of the Association to suspend the voting rights and right to use the recreational facilities of any member for any period during which any assessment against his Lot remains unpaid, and for such period as it considers appropriate for any infraction of its published rules and regulations; and

(c) The right of the Association to charge reasonable admission and other fees for the use of the Association Properties, or any portion thereof; and

(d) The right of the Association to dedicate or transfer all or any part of the Association Properties to any public agency or authority or utility for such purposes and subject to such conditions as may be agreed to by the members entitled to vote thereon, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless two-thirds (2/3) of the total votes of all classes of members entitled to vote has been recorded, agreeing to such dedication, transfer, purpose or condition, and written notice of the proposed agreement and action there under is sent to every member entitled to vote at least sixty (60) days in advance of any action taken.

(e) The right of the Association to grant such easements and rights-of-way to such utility companies or public agencies or authorities as it shall deem necessary for the proper servicing and maintenance of the privately owned Association Properties even though said Association Properties may be owned by the Association.

Section 4. Extension of Rights and Benefits. Every member of the Association shall have the right to extend the rights and easements of enjoyment vested in him under this Article V to each of his tenants and to each member of his family who resides with him within Williams Park Subdivision and to such other persons as may be permitted by the Association's Board of Directors.

Section 5. Rights, Duties and Obligations Related to Williams Park Subdivision, Inc. Every person who is a record owner of a fee or undivided fee interest in any single-family lot situated within Williams Park Subdivision that has been made subject to this

Declaration shall automatically be a member of Williams Park Subdivision, Inc., subject to all rights, duties and obligations established by the terms and conditions contained herein as well as the terms and conditions contained in the Charter and By-Laws of said Williams Park Subdivision, Inc. Each owner of the individual homes Williams Park Subdivision shall share the membership of Williams Park Subdivision, Inc. Each owner of a home shall pay a prorata share of all maintenance expenses and costs of the facilities and amenities. Each owner by purchasing a home in Williams Park Subdivision covenants and agrees to pay the annual and special assessments and charges for the Amenities in accordance with the terms specified in Article VI. Such charges shall be paid at the same time as the assessments set forth in Article VI and shall likewise constitute a lien upon the property. Said sum shall then be paid to the Board of Directors of Williams Park Subdivision, Inc. for the maintenance, care, expenses and upkeep of the Amenities.

Section 6. Rules and Regulations. The Association, through its Board of Directors or otherwise, may make and enforce reasonable rules and regulations governing the use of the Property, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines ("Fines"), suspension of the right to vote and suspension of the right to use the Common Area. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. In addition, the Association, through the Board or otherwise, may, by contract or other agreement, enforce county or city ordinances or permit Williamson County and/or City of Spring Hill to enforce ordinances on the Property for the benefit of the Association and its members.

## ARTICLE VI

### Assessments

Section 1. Creation of The Lien and Personal Obligation for Assessments. Each Owner of any Lot situated within Williams Park Subdivision (except lots owned by the Developer), by acceptance of a deed or other conveyance therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association (a) annual assessments and charges (which may be billed monthly) and (b) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost of collection thereof, including reasonable attorney's fees hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. In the event a Court sale shall be necessary to enforce payment, such sale shall be free of statutory right of redemption and any purchaser in Williams Park Subdivision purchases subject to this clause. Each such assessment, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.



Section 2. Purpose of Assessments. The assessments levied under this Article VI shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of Williams Park Subdivision and, in particular, for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and relating to the use and enjoyment of the amenities and other Association Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. Such portion of the annual assessments levied by the Association under this Article VI may be used for establishing and maintaining reserves for the maintenance, repair, replacement and operation of the amenities situated within Williams Park Subdivision.

Section 3. Commencement and Due Date of Annual Assessments. Annual assessments shall commence as of the date of conveyance of each unit to the owner. The Board may require annual or monthly payments, as it determines, with monthly payments being due the first day of each month, beginning with the date of conveyance. The Association's Board of Directors shall thereafter fix the amount of the annual assessment payable to the Association against each lot and send written notice of same to every owner subject thereto at least thirty (30) days in advance of each annual assessment period. Unless otherwise provided by the Association's Board of Directors, one-twelfth (1/12) of the annual assessment for each Lot shall become due and payable to the Association on the first day of each month during the assessment period and shall be paid to the Association when due without further notice from the Association.

Section 4. Certificate Of Payment. The Association shall, upon demand at any time, furnish to any Owner liable for said assessment, a certificate in writing signed by an Officer of the Association setting forth whether said assessment has been paid. A reasonable charge, as determined by the Board of Directors, may be made for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 5. Increase in Annual Assessments. From and after January 1, 2007, the maximum annual assessments may be adjusted, effective January 1st each year as determined by the Board of Directors, provided, however, except as above set forth in regards to the "initial" assessment, the increase may not exceed ten (10%) percent of the assessment for the previous year without a vote of the members, pursuant to Section 5 of this Article VI. This provision expressly does not apply to increases necessary to establish the final initial assessment as improvements are completed. The annual assessments may be increased above ten (10%) percent as provided in Section 5 of this Article VI. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the actual annual assessments at amounts not in excess of the maximum.

Section 6. Change In Basis And Maximum of Annual Assessments. From and after January 1, 2007, the maximum annual assessments may be increased above those established in the preceding paragraph in the following manner:

Assessments as to any such increase of more than fifty (50%) percent in the established maximum assessments shall require the assent of two-thirds (2/3) of the total votes of all classes of members who are voting upon written ballot which shall be sent to all members at least thirty (30) days in advance of the canvass thereof; an increase from ten (10%) percent to and including fifty (50%) percent shall require the assent of two-thirds (2/3) of the total vote of all classes of members who are voting in person or by proxy or through a representative (as provided for in the By-Laws of the Association) at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 7. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon their respective Properties, including the necessary fixtures and personal property related thereto, subject, however, to the following:

(i) Any special assessment levied by the Association, in excess of \$600.00 per lot for any assessment year shall require the assent of two-thirds (2/3) of the total votes of all classes of members who are voting upon written ballot which shall be sent to all members at least thirty (30) days in advance of the canvass thereof;

(ii) Special assessments in the amount of \$600.00 or less per lot shall require the assent of two-thirds (2/3) of the total votes of all classes of members who are voting in person or by proxy or through a representative (as provided for in the By-Laws of the Association) at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 8. Quorum for Any Action to Increase Annual Maximum and for Special Assessments. The quorum required for any action authorized by Sections 5 and 6 of this Article VI hereof shall be as follows:

At the first meeting called, as provided in Sections 5 and 6 hereof, the presence at the meeting of members or of proxies or of representatives entitled to cast fifty-one (51 %) percent of the total votes of all classes of members shall constitute a quorum. In the case of any vote by written ballot, as provided in Sections 5 and 6 hereof, a return at the first canvass of ballots representing fifty-one (51%) percent of the total votes of all classes of members shall constitute a quorum. If the required quorum is not forthcoming at any meeting or canvass, another meeting or canvass may be called, subject to the notice requirements set forth in Sections 5 and 6 hereof, and the required quorum at any such subsequent meeting or canvass shall be one-half (1/2) of the required quorum at the preceding meeting or canvass, provided that no such

subsequent meeting shall be held or canvass taken more than sixty (60) days following the preceding meeting or canvass.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of The Owner; The Lien: Remedies of The Association.

(a) If an assessment is not paid on the date when due (being the dates specified in this Declaration), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon becoming a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns; in addition thereto, the personal obligation of the delinquent Owner to pay such assessment shall continue as a personal obligation, and such Owner and such successors in title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such Owner and such successors in title to the contrary.

(b) If an assessment is not paid within thirty (30) days after the delinquency date, such full assessment shall be automatically accelerated as to any balance then due and shall bear interest from the date of delinquency at the maximum legal rate per annum. A penalty shall likewise be added after a sixty (60) day delinquency of twenty (20%) percent of the delinquent amount. If not then paid, the Association may bring legal action against the Owner personally obligated to pay the same or foreclose its lien against such Owner's lot, in which event, penalty, interests, and costs, plus reasonable attorney's fees shall be added to the amount of such assessment as may then be due. In the event of a Court sale to enforce this lien, such sale shall be free from the statutory right of redemption provided under Tennessee law. Each Owner, by his acceptance of a deed of other conveyance to a lot, vests in the Association or its agents the right and power to bring all actions against him personally for the collection of such charges as a debt and to foreclose the aforesaid lien in any appropriate proceeding in law or in equity free of the statutory right of redemption. The lien provided for in this Declaration shall be in favor of the Association and shall be for the benefit of all other Owners. The Association acting on behalf of the Owners, shall have the power to bid in the lot at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Association Properties and facilities or by abandonment of his lot.

(c) If an assessment is not paid within thirty (30) days after the delinquency date, the Association may also suspend the membership rights of the delinquent Owner, including the right to vote, the right of enjoyment in and to the Association Properties and the right to receive and enjoy such services and other benefits as may then be provided by the Association. Any such suspension shall not affect such Owner's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent charge and lien on such Owner's property in favor of the Association.

(d) For the purposes of rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of Assessments and/or Fines,

and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the Owners, their heirs, successors, administrators, and assigns, hereinafter referred to as Trustors, hereby transfer and convey unto Gary Rubenstein, Trustee, his successors and assigns, their respective Lot with the appurtenances, estate, title and interest therefor belonging upon the use and trusts set forth in this paragraph.

If each Trustor shall pay his Assessments and/or Fines when due, then this trust conveyance shall be of no further force or effect with respect to such Trustor's Lot. If the Assessments and Fines with respect to any Lot are not paid promptly when due, this trust conveyance shall remain in full force and effect, and the said Trustee, or her successor in trust, is hereby authorized and empowered, upon giving twenty-one (21) days notice by three (3) publications in any newspaper, daily or weekly, published in Williamson County, Tennessee to sell said Lot at the front door of the Courthouse in said County (or at such other place identified by Trustee in such notice) to the highest bidder for cash, at public outcry, free from all statutory, equitable and other rights of redemption, homestead, dower and all exceptions of every kind (including, without limitation, those rights of redemption contained in Tennessee Code Annotated Section 66-8-101 et seq.), which are hereby expressly waived; and the said Trustee, or her successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Association may bid at any sale under this trust conveyance. The Association may, at any time after default in the payment of any Assessment or any installment payment thereof or any Fine, enter and take possession of said Lot, and shall only account for the net rents actually received by it. It is further agreed that, in the event the Association fails, before instructing Trustee to sell said Lot, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said Lot. In the case of sale hereunder, the proceeds will be applied by the Trustee as follows:

- (a) First, to the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided, including reasonable attorneys' fees and expenses incurred for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien;
- (b) Second, to the payment of all taxes which may be unpaid with respect to such Lot;
- (c) Third, to the payment of all unpaid Assessments and Fines with respect to such Lot; and
- (d) Fourth, the residue, if any, will be paid to the Owner of such Lot, his order, representatives or assigns or to any other person legally entitled thereto.

In the case of the death, absence, inability, or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required or for any other reason, the Association is hereby authorized and empowered to name and appoint a successor to the Trustee by an instrument in writing to be recorded in the Register's Office of Williamson County, Tennessee, and the title herein conveyed to the above named Trustee shall be vested in said successor.

The Association, acting on behalf of the Owners, shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. Any funds required for purchase of a Unit at foreclosure shall be assessed as a Special Assessment, subject to the requirements of this Declaration hereof. With respect to any Lot owned by the Association following foreclosure: (1) no right to vote shall be exercised on behalf of the foreclosed Lot; (2) no Assessment shall be assessed or levied on the foreclosed Lot; and (3) each other Lot shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessment that would have been charged such Lot had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid Common Expenses and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same.

Nothing in this Section shall preclude the Association, through its Board of Directors or otherwise, from recording its lien without exercising its rights arising from the foregoing trust conveyance.

#### Section 10. Subordination of The Charges and Liens to Mortgages.

(a) The liens and permanent charges of all assessments and charges authorized herein (annual, special or otherwise) with respect to any Lot is hereby made subordinate to the lien of any first mortgage placed on such lot. However, all such liens which have a due date on or prior to the date such mortgage is filed for record and such lien has been placed of record in the Register's Office for Maury County, Tennessee, shall not be subordinate to any mortgage placed thereon. The liens and permanent charges hereby subordinated are only such liens and charges as relate to assessments and charges authorized hereunder having a due date subsequent to the date such mortgage is filed for record and prior to the satisfaction, cancellation or foreclosure of such mortgage of the sale or transfer of the mortgaged property, pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the mortgaged property, pursuant to a sale under power contained in such mortgage.

(b) No sale or transfer of such property to the mortgagee or any other person, pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure, or pursuant to a sale under power, shall relieve any existing or previous Owner of such property of any personal obligation, or relieve such property or the then Owner of such property from liability for any assessments or charges authorized hereunder coming due after such sale or transfer.

(c) Notwithstanding the foregoing, the Association's Board of Directors may, at any time, either before or after any mortgage or mortgages are placed on such property, waive, relinquish or quitclaim, in whole or in part, the right of the Association to assessments and other charges collectible by the Association hereunder with respect to such property coming due during the period while such property is or may be held by a mortgagee or mortgagees, pursuant to such sale or transfer.

(d) The Association's Board of Directors whenever so requested in writing by a mortgagee of a unit, shall promptly report any then unpaid common charges due from or any other default by the Owner of the mortgaged unit.

(e) The Association's Board of Directors, when giving notice to an Owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a first mortgage covering such unit whose name and address has theretofore been furnished to them.

Section 11. Exempt Property. Each lot situated within Williams Park Subdivision shall be exempt from the assessments, charges and liens created herein until conveyed by the Developer or his assignee to another Owner. It is expressly understood that John Maher Builders, Inc., is construed to be exempt under this provision until any house constructed by John Maher Builders, Inc. on any lot is occupied or sold, whichever first occurs. Any unimproved lot sold by Developer to a contractor who is not a subsidiary of Developer is exempt from assessments for a period of 12 months from date of deed or until the occupancy or sale and closing of the Lot to another party, whichever first occurs. The following property, subject to this Declaration, shall also be exempt from the assessments, charges and liens created herein:

(a) All properties to the extent of any easement or other interest therein dedicated to and accepted by a local public authority and devoted to public use.

Section 12. Working Capital. The Board of Directors is hereby empowered with the authority to establish a Working Capital fee to be collected at each closing and transfer of title to a Lot or Unit, enforceable in the same manner as other Assessments, to be used to provide the Association with working capital. The Working Capital Fee shall not be paid by a Mortgagee who assumes title as the result of a foreclosure or deed in lieu, but shall be paid by the new Owner upon the conveyance by the Mortgagee to a subsequent Owner.

## ARTICLE VII

### Administration

Section 1. Responsibility For Administration. The administration of the property subject to the jurisdiction of the Association, the maintenance, repair, replacement and operation of the Association Properties, amenities and facilities and those acts required of the Association by this Declaration shall be the responsibility of the Association. Such administration shall be governed by this Declaration and the Article of Incorporation and By-Laws, as amended from time to time, of the Association. The powers and duties of the Association shall be those set forth in said documents, together with those reasonably implied to effect their respective purposes, and shall be administered in the manner provided therein. Because of the importance to both the Developer and individual Lot Owners of properly maintained Association Properties, it is expressly made a part of the agreement of this Declaration that for a period of three

years from the date of closing of the first home, the Developer, or its assignee, may, at its option, act as exclusive managing agent to maintain the Association. For such maintenance, including repairs, the Developer or its assignee shall make a reasonable charge and shall include a profit for the Developer or its assignee in keeping with the standard profits for the same or similar work earned by management companies in the general area of Maury and Davidson Counties. The Developer or assignee may terminate, without cause, by providing ninety (90) days written notice.

Section 2. Management Agreements. The Association's Board of Directors may enter into such management agreements as it may deem necessary or advisable for the administration and operation of the property, subject to the jurisdiction of their respective organizations, and subject to Section 1 of the Article VII. Any such management agreement may be entered into upon the favorable vote of a majority of the Board of Directors and shall provide therein that the same may be terminated by a majority vote of the entire Board.

Section 3. Limitation of Liability; Indemnification. Neither the Officers or Directors of the Association shall be liable to any of its respective members for injury or damage caused by such Officers or Directors in the performance of their duties or for monetary damages for breach of fiduciary duties, unless due to the willful misfeasance or malfeasance of such Officers or Directors or for breach of the duty of loyalty to the Corporation. Each Officer or Director of the Association shall be indemnified by the members against all expenses and liabilities, including attorney's fees reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been such an Officer or Director, or any settlement thereof, whether or not he is such an Officer or Director at the time such expenses and liabilities are incurred, except in such cases wherein the Officer or Director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association.

## ARTICLE VIII

### Insurance And Casualty Losses; The Association

Section 1. Insurance. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all insurable improvements constructed on the Association Properties against loss or damage by fire to other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full replacement costs of any repair or reconstruction in the event of damage or destruction from any such hazard. Such Board of Directors or its duly authorized agent shall also obtain a public liability policy covering all Association Properties and facilities for the hazards of premises operations or actions arising out of bodily injury, property damage, false arrest, invasion of privacy and libel and slander caused by the negligence of the Association, or any of its agents, which public liability

policy shall be at least \$1,000,000.00 single limit as respects the hazards enumerated herein. Premiums for all such insurance shall be common expenses paid for by the Association. All policies shall be written with a company licensed to do business in the State of Tennessee. It shall be the individual responsibility of each Owner at his own expense to provide, as he sees fit, homeowner's liability insurance on his own dwelling, or fire, theft, extended hazard coverage, and other insurance covering both real and personal property damage and loss. The Association's Board of Directors shall conduct an annual insurance review which shall include a replacement cost appraisal, without respect to depreciation of all insurable improvements constructed on the Association Properties.

## Section 2. Damage And Destruction.

(a) Immediately after any damage or destruction or other casualty to all or any part of the property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and settlement of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Article, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty. Subject to Subsection (c) hereof, all such damage or destruction shall be repaired or reconstructed as soon as practicable after any such casualty shall occur. The Association's Board of Directors may advertise for sealed bids from or may negotiate with any licensed contractor for such repair or reconstruction and may enter into such contract or contracts for such repair or reconstruction, as it may deem necessary or advisable. The contracting party or parties may be required to provide a full performance and payment bond for such repair or reconstruction.

(b) In the event that the insurance proceeds paid to the Association are not sufficient to defray the cost of such repair or reconstruction, the Association's Board of Directors shall levy a special assessment, subject to Subsection (c) hereof, against all Owners in the case of damage to the Association Properties and facilities, in sufficient amounts to provide funds to pay such excess cost of repair or reconstruction. Additional assessments may be made at any time during or following the completion of any repair or reconstruction. Such assessments on account of damage to the Association Properties and facilities shall be levied against all Owners in equal proportions. Any and all sums paid to the Association under any by virtue of those special assessments provided for herein shall be deposited with the Association. The proceeds from insurance and assessment, if any, received by the Association shall be disbursed at the direction of the Board of Directors.

(c) In the event of damage or destruction by fire or other casualty to all or any part of the Association Properties and facilities, such damage or destruction shall be repaired or reconstructed unless within 60 days after the casualty an Instrument requesting that the damage or destruction not be repaired or reconstructed is signed by members of the Association entitled to cast at least eighty (80%) percent of the votes of each class of members is filed with the Association's Board of Directors, in which event the damaged or destroyed area or areas shall be cleaned up and maintained in a neat and attractive condition. If, for any reason, the amount of the insurance proceeds to be



paid as a result of such damage or destruction or reliable and detailed estimates of the cost or repair or reconstruction is not made available to the Association within said period of 60 days after the casualty, then such period shall be extended until such information shall be made available to the Association; provided, however, that said period of time shall in no event exceed 120 days after the casualty. No mortgagee of any Lot Owner shall have any right of participate in the determination as to whether the damage or destruction shall be repaired or reconstructed, other than as specified under other paragraphs of this instrument or in the terms of any deed of trust signed by any Lot Owner.

## ARTICLE IX

### Architectural Control

Section 1. Construction, Review and Approval Except for the Developer, from and after the completion of construction and first sale by the Developer of each and every improved Lot situated within Williams Park Subdivision, no house, garage, deck, stationary playhouse, pool, recreational/sports equipment/ apparatus, fence, wall or other above-ground structure shall be commenced, erected or maintained upon any such Lot, nor shall any exterior addition to, change in or alteration of any of said structures be made until complete final plans and specifications showing the nature, kind, shape, height, materials, basic exterior finishes and colors, location and floor plan thereof, and showing front, side and rear elevations thereof and the names of the builder, general contractor and all subcontractors have been submitted to and approved by the Developer prior to sale of all the Lots in Williams Park Subdivision or, after such time, by the Association's Board of Directors or by an architectural control committee composed of 3 or more persons appointed by said Board as to harmony of exterior design and general quality with the existing standards of the existing standard of the neighborhood and as to location in relation to surrounding structures and topography.

Section 2. Violations, Remedies of Association. Any such construction made or performed without application having first been made and approval obtained, as provided above, shall be deemed in violation of this covenant and may be required to be restored to the original condition at the Owner's cost, along with other remedies available under this Declaration and By-laws, including but not limited to the following: sanctions and suspension of Membership Rights. Upon the failure or refusal of any Owner to perform the required restoration, the Association's Board of Directors, its designated committee or their authorized agents or employees may, after 14 days' notice to such Owner, enter upon such Lot and perform such restoration as said Board or committee, in the exercise of its sole discretion, may deem necessary or advisable. Such Owner shall be personally liable for the direct and indirect costs of such restoration, and the liability for such costs shall be a permanent charge and lien upon such Lot enforceable by any appropriate proceeding in law or in equity.

## ARTICLE X

### Exterior Maintenance

Section 1. Association Properties. The responsibility for the maintenance, in a neat and attractive condition of all Association Properties and facilities, shall be as prescribed in Article VII of this Declaration.

### Section 2. Lots and Improvements Thereon.

(a) All Lots subject to this Declaration, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by their respective Owners. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, grass, walks and other exterior improvements. Upon the failure or refusal of any Owner to maintain his Lot and the exterior of all improvements located thereon in a neat and attractive condition, the Association's Board of Directors, its designated committees or its authorized agents or employees, may, after 14 days' notice to such Owner, enter upon such Lot and perform such exterior maintenance as said Board or committee, in the exercise of its sole discretion, may deem necessary or advisable. Such Owner shall be personally liable to the Association for the direct and indirect costs of such maintenance and the liability for such costs shall be a permanent charge and a lien upon such Lot, enforceable by such organization by any appropriate proceeding in law or in equity.

(b) Yards, flowerbeds and paved areas must be maintained in a neat and attractive appearance at all times. Yard maintenance includes regular mowing, trimming, edging, pruning, weeding, and the removal of trash, debris and tree stumps. There must be no litter or growth where the street meets the curb. An intentional "natural" look must be carefully maintained and weeded regularly. Such a look is discouraged and may be deemed an annoyance by the Association. Cracks/joints in sidewalk, driveway and curb sections must be kept free of plant growth. Yard equipment, bicycles, toys, etc. must not be left in the public right-of-ways (e.g., sidewalks) or in public view. Vegetable gardens shall be located in the rear of the lot and not visible from any street.

(c) Notwithstanding the foregoing, nothing herein contained shall apply to the maintenance of any Lot as long as title to same is held by the Developer primarily for the purpose of sale or to the parties designated as exempt under Article VI, Section 10.

## ARTICLE XI

### Easements

Section 1. General. In addition to those easements provided for elsewhere in the Declaration, those provided for in Sections 2 and 3 of this Article XI shall and do exist.

Section 2. Utilities Etc. There is hereby granted a blanket easement upon, across, over and under the property subject to this Declaration or any portion thereof for ingress, egress, installation, replacing, repairing and maintaining a cable television system and all utilities, including, but not limited to, water, sewers, gas, telephones and electricity. By virtue of this easement, it shall be expressly permissible for the providing utility company to erect and maintain the necessary equipment to affix and maintain utility wires, circuits and conduits on, above, across and under said property or any portion thereof. The easements provided for in this Section 2 shall in no way affect any other recorded easements on said property.

Section 3. Other. There is hereby granted a blanket easement to the Association, its Officers, Directors, agents and employees, and to all policemen, firemen, ambulance personnel and all similar persons to enter upon the property subject to this Declaration or any portion thereof in the proper performance of their respective duties. Except in the event of emergencies, the rights accompanying the easements provided for in this Section 3 shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to and with the permission of the Owner or Owners directly affected thereby.

## **ARTICLE XII**

### **Use And Building Restrictions**

Section 1. Residential Purposes. All Lots in Williams Park Subdivision shall be, and the same hereby are, restricted exclusively to residential use. No trade or business of any kind shall be conducted on any lot. No house trailer, mobile home or modular home shall be permitted on any lot at any time except for construction purposes during the construction period or as a temporary sales office for the sale of Lots. No shack, garage, outbuilding or other appurtenant structure shall be used for residential purposes.

Section 2. Building Materials. No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot except for purposes of construction on such Lot and shall not be stored on such Lot for longer than that length of time reasonably necessary, in the sole discretion of the Association's Board of Directors, for the construction in which same is to be used.

Section 3. All residential building in Williams Park Subdivision shall have masonry or concrete foundations. Materials and design for exterior construction must be approved by Developer until all lots have been initially sold by Developer.

Section 4. No solar discs or antennae shall be permitted on any lot. Satellite dishes, not to exceed one meter in diameter, are permitted and are to be located in such a manner as to be concealed from the view of the public street abutting the subject lot and not be a visual nuisance for any adjoining neighbor. It is the intent of this document to be in full compliance with Section 207 of the Telecommunications Act of 1996, where the Federal Communications Commission adopted the Over-the-Air

Reception Devices ("OTARD") rule concerning governmental and nongovernmental restrictions on viewers' ability to receive video programming signals from direct broadcast satellites ("DBS"), broadband radio service providers (formerly multichannel multipoint distribution service or MMDS), and television broadcast stations ("TVBS"), as amended.

Section 5. It shall be obligatory upon all Owners of Lots in this cluster to consult with the authorities of the governing body having jurisdiction before any driveways, culverts, or other structures or grading are constructed within the limits of any dedicated roadways, and such placements or construction shall be done in accordance with the requirements of the governing body having jurisdiction in order that the roads or streets within the cluster which shall be affected by such placement or construction may not be disqualified for acceptance in the road system of the governing body having jurisdiction.

Section 6. Public utility easements, as shown on the recorded plat, shall be for the purpose of constructing, maintaining, installing and opening utilities such as gas, water, electricity, telephone and cable television. No structure, landscaping or grade changes of any kind except fences approved by the Developer or the architectural control committee shall be erected or maintained upon or over said easements, except such as are constructed for public utility purposes.

Section 7. To insure a standard of improvements satisfactory to purchasers of adjacent properties, no initial building shall be erected upon any Lot without the approval in writing of the Developer. After the first sale of the Lot and improvements thereon, the restrictions under Article IX, Architectural Control, shall apply.

Section 8. Developer may grant such variance from any building restrictions herein set forth as it deems necessary for harmonious design and construction.

Section 9. Hobbies And Activities. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly and unkept conditions, shall not be pursued or undertaken on any part of any Lot.

Section 10. Animals and Pets. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in or on any Lot or in the Common Areas and facilities, except that dogs, cats or other usual household pets may be kept in or on the Lots subject to the rules and any other agreements, provided that they are not kept, bred or maintained for any commercial purpose, and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Subdivision Property upon three (3) days written notice from the Developer, or the Board of Directors. Animal pens or cages shall not be permitted. Any fencing of animals shall be erected in the Subdivision only with prior permission of the Developer or the architectural control committee, and subject to the other provisions, restrictions, guidelines and requirements of this Declaration.

Section 11. Prohibited Activities. Noxious or offensive activities shall not be carried on upon any Lot; no residence or other structure shall be used for office or

business purposes; and residents shall refrain from any act or use of their property which could reasonably cause embarrassment, discomfort or annoyance to Owners and residents of other property made subject to this Declaration.

Section 12. Business Use. No trade or business may be conducted in or from any Lot, except that an Owner or occupant residing at a Lot may conduct business activities so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence; (b) the business activity conforms to all zoning requirements for the Lot; (c) the business activity does not involve persons coming onto the Lot who do not reside at the Lot or door-to-door solicitation of residents within the Association Properties; and (d) the business activity is consistent with the residential character of the Association Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety or other residents of the Association Properties, as may be determined in the sole discretion of the Association's Board of Directors.

Section 13. Tanks. No underground tanks or exposed above-ground tanks will be permitted for the storage of fuel, water or any other substance.

Section 14. Mail Boxes. Only mail boxes of a type designated by the Developer shall be permitted by a Lot owner, or its occupant, and shall be maintained by the Lot owner in a neat and safe manner until such time as the Developer no longer owns a lot in Williams Park Subdivision; thereafter mail boxes shall be approved by the architectural control committee.

Section 15. Clothesline. Outside clotheslines will not be permitted on any Lot.

Section 16. Basketball Goals and Trampolines. All basketball goals (including those of a temporary or mobile nature), trampolines, and all play equipment must be placed and kept behind the house and must not be visible from any public street. All lots housing said items must have an approved fence to conceal said equipment, if visible from any public street.

Section 17. Signs. No signs (specifically including "For Rent" or "For Lease") shall be erected or maintained on any Lot, except one professionally lettered (a) builder or realtor sign advertising said residence and lot for sale, (b) sign of the Owner advertising the residence and lot for sale, or (c) political signs (not to be erected more than 45 days prior to the election and to be removed within 7 days following the election date). Such permitted signs shall not be more than 24 x 36 inches in size.

Section 18. Swimming Pools. No swimming pools shall be erected or placed on any lot unless its design and placement are approved in writing by the Developer or the architectural control committee. No swimming pool shall be constructed above the lot grade. No pool shall be located in the front or side yards of any lot.

Section 19. Vehicles and Parking. The Board may make rules and regulations concerning driving and parking within the Property, subject to applicable governmental requirements and restrictions. The Association may construct traffic calming devices and post speed limits or other traffic signs and take other measures deemed necessary

to discourage excessive speed and to promote a safe environment. No trailer, truck (with the exception of 3/4 ton or smaller non-commercial pickup trucks), motorcycle, 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 automobile or pickup truck which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street in the subdivision. No repairs of any vehicle shall be performed on any lot. No automobile, truck or any other means of transportation shall be continuously or habitually parked on any street. Continuously or habitually shall be defined as a period of time exceeding twelve (12) hours or for more than twenty-four (24) aggregate hours in any calendar year. No automobile, truck or any other means of transportation shall be parked in the yard of any Lot. The Association may enforce such rules and regulations with penalties, Fines or towing, and shall have all remedies set forth in this Declaration

Section 20. Holiday Decorations. Exterior decorations must be removed within two weeks following a holiday

Section 21. Window Units No window air-conditioning units, window fans or through-wall units shall be permitted on any lot.

Section 22. Fences. No fences may be constructed on any Lot except those approved in writing by the Developer or the Architectural Control Committee. No chain link fences or pre-fabricated wooden fences shall be located or installed on any lot. Only six (6) foot wooden privacy fence are allowed and shall only have clear sealer applied. No stains or paints are allowed on said fences.

Section 23. Trash Containers. Trash containers and/or other debris must be kept out of public view on non-trash pickup days. Trash containers and/or other debris must be hidden from public view.

Section 24. Developer's Lots and Property Excepted. All Lots owned by the Developer or Developer's assignees primarily for the purpose of sale and all property in Williams Park Subdivision used by the Developer for construction, development, offices, garages for equipment, storage of materials and supplies, and for sales offices and accommodations shall be exempt from Sections 1 through 23 of this Article XII.

Section 25. It is expressly understood that the Developer may grant variances or exceptions to the restrictions under this Article for good reason shown, such as causes arising from topography; however, this right granted the Developer only exists until such time as the first improvement on each Lot is sold. After all Lots are sold, such variances may only be granted by the Association in accordance with other provisions of these covenants.

## ARTICLE XII

### General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit and be enforceable by the Association, the Owner of any property subject to this declaration, their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from December 31, 2007. Said covenants and restrictions may be renewed and extended, in whole or in part, beyond said thirty (30) year term for successive periods not to exceed ten (10) years each if an agreement for renewal and extension is signed by members of the Association entitled to cast at least two-thirds (2/3) of the votes in each class of members of the Association and is filed for record in the Office of the Clerk of the Register of Maury County, Tennessee, at least 180 days prior to the effective date of such renewal and extension; provided, however, that each such agreement shall specify which of the covenants and restrictions are so renewed and extended and the term for which they are so renewed and extended. Every purchaser and guaranty of any interest in any property subject to this Declaration, by acceptance of a deed or other conveyance thereof, thereby agrees that the covenants and restrictions of this Declaration may be renewed and extended as provided herein.

Section 2. Amendment. From and after all Phases have been annexed into this development, as above set forth, the covenants and restrictions of this Declaration may be amended at any time during the first thirty (30) year period, provided above, by an instrument signed by members of the Association entitled to cast at least 66 2/3 percent of the votes of the total membership of the Association, and, thereafter, by an instrument signed by members of the Association entitled to cast at least 66 2/3 percent of the votes of each class of members of the Association; provided, however, that any such amendment of these covenants and restrictions must be in full compliance with all applicable laws and regulations and shall not become effective until the instrument evidencing such change has been duly filed for record in the Office of the Register of Maury County, Tennessee, and unless written notice of the proposed amendment is sent to every Owner at least 60 days in advance of any action taken. Every purchaser or grantee of any interest in any property subject to this Declaration, by acceptance of a deed or other conveyance thereof, thereby agrees that the covenants and restrictions of this Declaration may be amended as provided herein. Further provided that the restrictions relating to square footage of home construction may not be amended without the express written concurrence of Developer, as long as Developer owns any Lot in Williams Park Subdivision.

Section 3. Notices. Any notice required to be sent to any member or Owner, pursuant to any provision of this Declaration, may be served by depositing such notice in the mail, postage prepaid, addressed to the member or Owner to whom it is intended at his last known place of residence, or to such other address as may be furnished to the Secretary of the Association and such service shall be deemed sufficient. The date of service shall be the date of mailing.

Section 4. Enforcement. Enforcement of the covenants and restrictions contained herein and of any other provision hereof shall be by any appropriate proceeding at law or in equity against any person or persons violating or attempting to violate said covenants and restrictions or provision, either to restrain violation, to enforce personal liability, or to recover damages, or by any appropriate proceeding at law or in equity against the land to enforce any charge or lien arising by any of said covenants and restrictions or other provisions shall in no event be deemed a waiver of the right to do so thereafter. The Association shall have the first right and duty to institute appropriate proceedings for enforcement, but failure or refusal of the Association to act within a reasonable time shall authorize any affected Owner to do so at his expense.

Section 5. Assignability. Notwithstanding any other provision herein to the contrary, the Developer shall, at all times, have the right to fully transfer, convey and assign all of its right, title and interest under this Declaration, provided that such transferee, grantee or assignee shall, as the substitute Developer, take such rights subject to all obligations also contained herein.

Section 6. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

Section 7. Captions. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 8. Gender. The masculine gender shall be construed to include a female or any legal entity where the context so requires.



IN WITNESS WHEREOF, the Developer has caused this Declaration to be exercised by its duly authorized Officers, and its corporate seal to be hereunto affixed, the day and year first above written

DEVELOPER:

JOHN MAHER BUILDERS, INC.

By: John Maher Pres.

John Maher, President

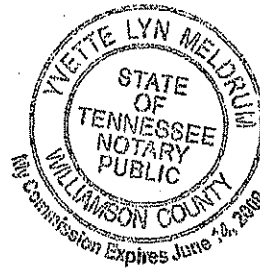
STATE OF TENNESSEE  
COUNTY OF WILLIAMSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared John Maher, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of **John Maher Builders, Inc.**, the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal at office in Franklin, Tennessee, this 23<sup>rd</sup> day of May, 2007.

[Signature]  
NOTARY PUBLIC

My commission expires: 6/14/08



BK/PG:R1968/535-559

07009474

25 PGS : AL - RESTRICTIONS	
SUSIE BATCH: 66940	
06/06/2007 - 10:29 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	125.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	127.00

STATE OF TENNESSEE, MAURY COUNTY

JOHN FLEMING  
REGISTER OF DEEDS