



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINDSOR GROVE SUBDIVISION

This Declaration, is made and entered into as of this 3rd day of December, 1998, by Fred Stricklin, Chief Manager of JONES/STRICKLIN, LLC. resident of Shelby County, Tennessee hereinafter referred to as the "Declarant";

AMMENDED AND RERECORDED THIS _____ DAY OF _____

THIS DECLARATION, made on the date hereinafter set forth by Snyder Development, a Tennessee General Partnership, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Shelby, State of Tennessee, which is more particularly described in "Exhibit A" attached hereto and incorporated herein by reference (the "Properties").

NOW, THEREFORE, Declarant hereby declares that all of the Properties described 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 properties having any right, title and interest in the described Properties or any part thereof, their heirs, successors and assigns and shall insure to the benefit of each Owner thereof.

ARTICLE I DEFINITIONS

1.01 "Association" shall mean and refer to the Windsor Grove Owner's Association, its successors or assigns, which Association shall have as its members all of the Owners of Lots within the Properties which shall be responsible for the care, management, supervision, operation, maintenance, repair and replacement of the Common Areas within the Properties. Without limiting the generality of the foregoing, said obligations shall include the keeping of such Common Areas in good, clean, attractive and sanitary condition, order and repair, and the making of necessary or desirable alterations, additions, betterments, or improvements to or on the Common Areas.

1.02 "By-Laws" shall mean and refer to the By-Laws of The Windsor Grove Owners Association and as the same may be amended from time to time.

1.03 "Common Areas" shall mean all real property including the improvements thereon, owned by the Association for the common use and enjoyment of the Owners from time to time. Common Areas include the entrance structures, lighting, electronics and utilities; landscaping, all signage and perimeter fencing, which are granted by easement to the Association. In addition, real property containing Althrop Cove roadway and improvements, exclusive of driveways and culverts on individual lots, are made part of the Common Areas. Declarant may from time to time in its sole discretion convey to the Association and the Association shall accept additions to the Common Areas. The Association will not be required to accept the conveyance of any area on which a lake is situated until the lake is approved in writing by the Tennessee Soil Conservation Department or its successor or any improved area until the improvements thereon are complete.

1.04 "Declarant" shall mean and refer to Snyder Development, its specific successors and assigns as designated in a document placed of record in the Register's Office of Shelby County, Tennessee, which designates such successors and assigns as the party or parties succeeding to the rights of the Declarant hereunder.

1.05 "Lot" shall mean and refer to any plot of land designated for the development of a single family residence as shown upon any plat recorded or to be recorded, subdividing the Properties.

1.06 "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.

1.07 "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, as herein provided.

1.08 "Subdivided" shall mean and refer to any portion of the Properties described in a plat of subdivision filed of record in the Register's Office of Shelby County, Tennessee.

ARTICLE 2 PROPERTY RIGHTS

2.01 **Owner's Easements of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Areas, 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 maintenance and use of any recreational facility situated upon the Common Areas,
- (b) The right of the Association to suspend the voting rights and right to use the Common Areas or any improvements thereon by 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 each infraction of its published rule and regulations,
- (c) The right of the Association to dedicate or transfer all or any part of the Common Areas 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 signed by two thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded,
- (d) The right of the Association to adopt rules and regulations for the benefit of the Owners respecting use of any recreational facility situated upon the Common Areas.

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

ARTICLE 3 MEMBERSHIP AND VOTING RIGHTS

3.01 Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

3.02 The Association shall have two (2) classes of voting memberships:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one (1) 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 (1) vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and become converted to Class A membership on the happening of either of the following events, whichever occurs earlier-

- (i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (ii) December 31, 2003.

ARTICLE 4 ANNEXATION OF ADDITIONAL PROPERTIES

4.01 Declarant also owns or may acquire certain Lots of land "Additional Lots" located in the County of Shelby, State of Tennessee, adjacent to the Properties subject to this Declaration. Declarant may, but is not obligated to, subject all or part of the Additional Lots, and the improvements thereon, to this Declaration. Nothing herein contained shall be construed to require the Declarant to submit any part of the Additional Lots to this Declaration or to limit the use of the Additional Lots in any way, the Declarant reserving unto itself, its heirs or assigns, all rights and privileges with respect to such Additional Lots, including, without limitation, the use thereof in accordance with any present or future zoning regulations, or variations there from, which may be applicable to such Additional Lots, in whole or in part.

4.02 If within twenty-five (25) years from the date hereof, the Declarant should develop Additional Lots, any portion of such Additional Lots may be annexed to the Properties without the necessity of obtaining the approval or assent of the Class A members, or any other person or entity, any other provision of this Declaration to the contrary notwithstanding, and said lands on the date of annexation shall be deemed a part of the Properties and be subject to this Declaration. The annexations shall be made by recording in the Register's Office of Shelby County, Tennessee, a statement of Declarant showing the property to be added, any resulting changes to this Declaration, or any exhibits thereto, and any other information, which Declarant may deem necessary or proper. Additional Lots or portions thereof may be added at one time or at separate times so long as the resulting total property is contiguous. Copies of such recorded statements shall be mailed or delivered to all owners of record of Lots affected and the Board of Directors.

4.03 Except as provided in Sections 4.01 and 4.02, the annexation of Additional Lots shall require the assent of two-thirds (2/3) of the Class A members and the Class B members called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of that for the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat. Annexation under this Section requires the consent of two-thirds (2/3) of each class of members, and shall be evidenced by recording in the Register's Office of Shelby County, Tennessee, an amendment to this Declaration showing the property to be added, any resulting changes to this Declaration, or any exhibits thereto, and any other information deemed necessary or proper.

ARTICLE 5 COVENANT FOR MAINTENANCE ASSESSMENTS

5.01 **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 therefore, whether or not it shall be so expressed in such deed, and except as hereinafter provided, 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. Lots owned by the Declarant, its assigns, or Lots owned by any builder solely for the purpose of constructing a single-family residence thereon for sale and for so long as said property remains unoccupied, are excluded from the payment of assessments; provided, however, that the exclusion of builders shall not exceed nine (9) months from the date any builder accepts a deed for any Lot(s).

5.02 **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, periodic maintenance, repair, and replacement of improvements to the Common Areas, and any reserves necessary and proper for such purposes.

5.03 **Maximum Annual Assessment.** Until January 1st, of the year immediately following the recording of this Declaration in the Shelby County Register's Office, the maximum annual assessment shall be Six Hundred and No/100 Dollars (\$600.00) per Lot.

- (a) From and after January 1st of the year immediately following said recording, the maximum annual assessment may be increased each year by not more than ten percent (10%) above the maximum assessment for the previous year without a vote of each class of the membership.
- (b) From and after January 1st of the year immediately following the said recordation, the maximum annual assessment may be increased above ten percent (10%) 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.
- (d) Fees will become due on January 1 of each year. A 15% late charge will be assessed after January 30 of each year. All fees will be maintained in the Windsor Grove Homeowners Association Account.

5.04 **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 the construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each Class of members who are voting in person or by proxy at a meeting duly called for this purpose.

5.05 **Notice and Quorum for Any Action Authorized Under Sections 5.03 and 5.04.** Written notice of any meeting called for the purpose of taking any action authorized under

Sections 5.03 and 5.04 shall be sent to all members not less than ten (10) 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 percent (60%) 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.

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

5.07 Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each Lot commencing on the day an Owner accepts a deed therefor. 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 Board of Directors shall establish the due dates. 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.

5.08 Effect of Nonpayment of Assessments: Remedies of the Association. 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 due date at the rate set by the Association, not to exceed the maximum interest permitted under Tennessee law. The Association may bring an action at law against the Owner to collect the assessment or foreclosure the lien against the property and the 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 non-use of the Common Area or abandonment of his Lot. The Owner of a Lot on which there are delinquent assessments shall not be permitted to participate or vote in any meeting of the Association, and may, along with his guests and the occupants of his lot, be prohibited, by properly adopted resolution of the Board of Directors of the Association, from using specified Common Areas or other privileges of membership in the Association.

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

ARTICLE 6 ARCHITECTURAL CONTROLS

6.01 Purchaser must comply with the architectural guidelines as set forth in the Declaration of Covenants, Conditions and Restrictions. Purchaser agrees to meet with Declarant prior to design to assure compliance with the Covenants, Conditions and Restrictions as pertains to design, slab placement, field lines, boundaries and easements. A second conference is required prior to construction for architectural review and written approval for compliance with Architectural Guidelines.

6.02 Architectural Control - No residence, building, fence, wall or other structure shall be commenced, erected or maintained upon any lot in said Subdivision, nor shall any exterior addition to, change or alteration thereof be made until the construction plans, site plan and specifications showing the nature, kind, shape, size, height and materials of same shall be submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by Declarant, its representative or committee duly appointed by Declarant.

6.03. Perpetual easements for utility and drainage are reserved as shown on the Final Plat. No owner shall, within any such easement areas or at other locations whether within or without designated areas, place or permit any structures, fencing, plants or other materials which may damage or interfere with the installation and maintenance of utilities and/or interfere with the positive natural drainage established by Declarant. Further, no owner shall install any improvements or modify any existing grades in such a manner as would impair the positive natural flow of water from or onto the owner's lot. The easement area and drainage facilities on each lot shall be maintained continuously by the owner of such lot.

6.04. No noxious or offensive trade or activity shall be carried on upon any lot in said Subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6.05 No trailer or tent shall be erected on any lot in said Subdivision, temporarily or permanently, except for construction purposes only.

6.06 No commercial breeding of animals of any kind is allowed on any Lot. No animals or livestock shall be kept, bred, or raised on any Lot except (i) dogs, cats and other common house pets may be kept as pets, and (ii) horses may be kept in accordance with the restrictions contained in this paragraph, provided that all such animals are not kept, bred or maintained for any commercial purposes. Appropriate buildings may be built for these pets, provided they conform to the restrictions set out in these covenants and the plans for same are approved by Declarant.

6.07 A Tract Owner may keep, on such Owners Tract one (1) horse per full acre of land contained within such Tract and only so long as such horse(s) are maintained in accordance with this Declaration and all applicable laws and ordinances and does not constitute a legal nuisance to other Tract owners. Facilities and structures for the maintenance and housing of a horse or horses shall be approved by Declarant in accordance with all provisions hereof governing Architectural Approval.

6.08 All exterior television or radio antennas shall be screened from the view of the street. Satellite dishes in excess of eighteen (18") inches in diameter are prohibited.

6.09 No metal, wire or chain link fences shall be allowed. Declarant must approve all fences.

6.10 No building material of any kind or character shall be placed or stored upon any lots until the owner is ready to commence construction. Building materials shall not be placed or stored in the street or between the curb and property lines.

6.11 No outside clothes lines are allowed.

6.12 The minimum interior heated living area of a single family dwelling, exclusive of open porches and garages, shall be 3,000 square feet. For a two-story home, the minimum square feet for ground level shall be 1,200 square feet, excluding garages and porches.

6.13 All dwelling structures shall be constructed with a masonry veneer on at least one story of three sides of the structure, to the top of the first story windows, except under porches, gables, second story levels and fronts of residences, which may be constructed with masonry veneer at the option of the builder. No 4 x 8 foot siding may be used on the exterior of any structure. All residences are required to have wood windows or windows with the appearance of wood. Some variations will be allowed on screened porches that are in the rear of the house.

6.14 Attached garages must be at least double car garages with provision for no more than six vehicles and open from the side or rear of dwelling so doors are not exposed to street. Detached garage or building must match the architectural design and materials of the main dwelling. A detached garage may have a side entry and must be set back a minimum of forty feet (40') behind the front line of the main structure.

6.13 No recreational nor commercial vehicles including, but not limited to, boats, boat trailers, house trailers, camping trailers, motor homes, or hobby vehicles shall be placed upon any lot unless stored in an enclosed garage. Recreational vehicles must be shielded a minimum of 75% from street view.

6.14 All heating and air conditioning equipment, garbage cans, service yards, woodpiles, storage areas and electric utility boxes shall be screened by adequate planting or fencing order to be concealed from view.

6.15 The lot and Subdivision improvements in said Subdivision have been designed and shall be installed in accordance with all prevailing local governmental standards and requirements. Declarant makes no warranty covering the amount and degree of rainwater accumulation that may result on said Subdivision since water accumulation can be expected with rainfalls that exceed the design standards.

6.16 No sign shall be placed upon any lot without the written consent of Declarant, its successors and assigns.

6.17 No owner of any lot agrees that all secondary electric service shall be run underground from its primary source to the residence.

6.18 Each residence shall have a floodlight installed in the front yard in order to illuminate the front of the residence.

6.19 Headwalls shall be required for all driveway culverts. Headwalls shall not project above driveway pavement. All driveways shall be concrete.

ARTICLE 7 GENERAL PROVISIONS

7.01 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. Failure by the Declarant or 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.

7.02 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions that shall remain in full force and effect.

7.03 Amendment. The covenants and restrictions of the 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 percent (75%) of the Lot Owners. Any amendment must be recorded.


7.04 Easements. The Declarant reserves and the Association shall be bound to convey to Declarant, or its designees, any easement requested by the Declarant for the development and maintenance of any portion of the Properties, Common Areas, or proposed Common Areas. Furthermore, if ingress or egress to any residence is through the Common Area, any conveyance or encumbrance of such area is subject to that Lot Owner's easement or rights of ingress or egress. The Association and its employees and contractors shall have a perpetual non-exclusive easement across all Lots on which Common Areas are situated for the purpose of performing its duties as set forth in this Declaration.

7.05 Declarant's Reservation of Rights Respecting Use of the Properties. The Declarant shall not be obligated to improve, develop or subdivide any part of the Properties in any specific manner or time, or for any specific use, the Declarant reserving unto itself, its heirs or assigns, all rights and privileges with respect to any portion of the Properties which it owns.

Declarant may delete from the operation of this Declaration any portion of the Properties owned by Declarant and not subdivided, or any portion of the Properties owned by Declarant and within the boundaries of a recorded subdivision plat, provided that no Lots within such recorded subdivision plat have been conveyed by Declarant by Warranty Deed.

EXECUTED THIS 23 DAY OF February, 2001,

WINDSOR GROVE SUBDIVISION



Mark Snyder, Declarant



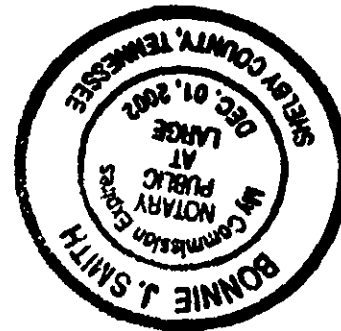
Richard Snyder, Declarant

**STATE OF TENNESSEE
COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Mark Snyder, with whom I am personally acquainted and hereby witnessed his signature affixed this 23 day of February, 2001.

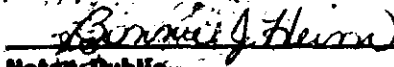


Notary Public



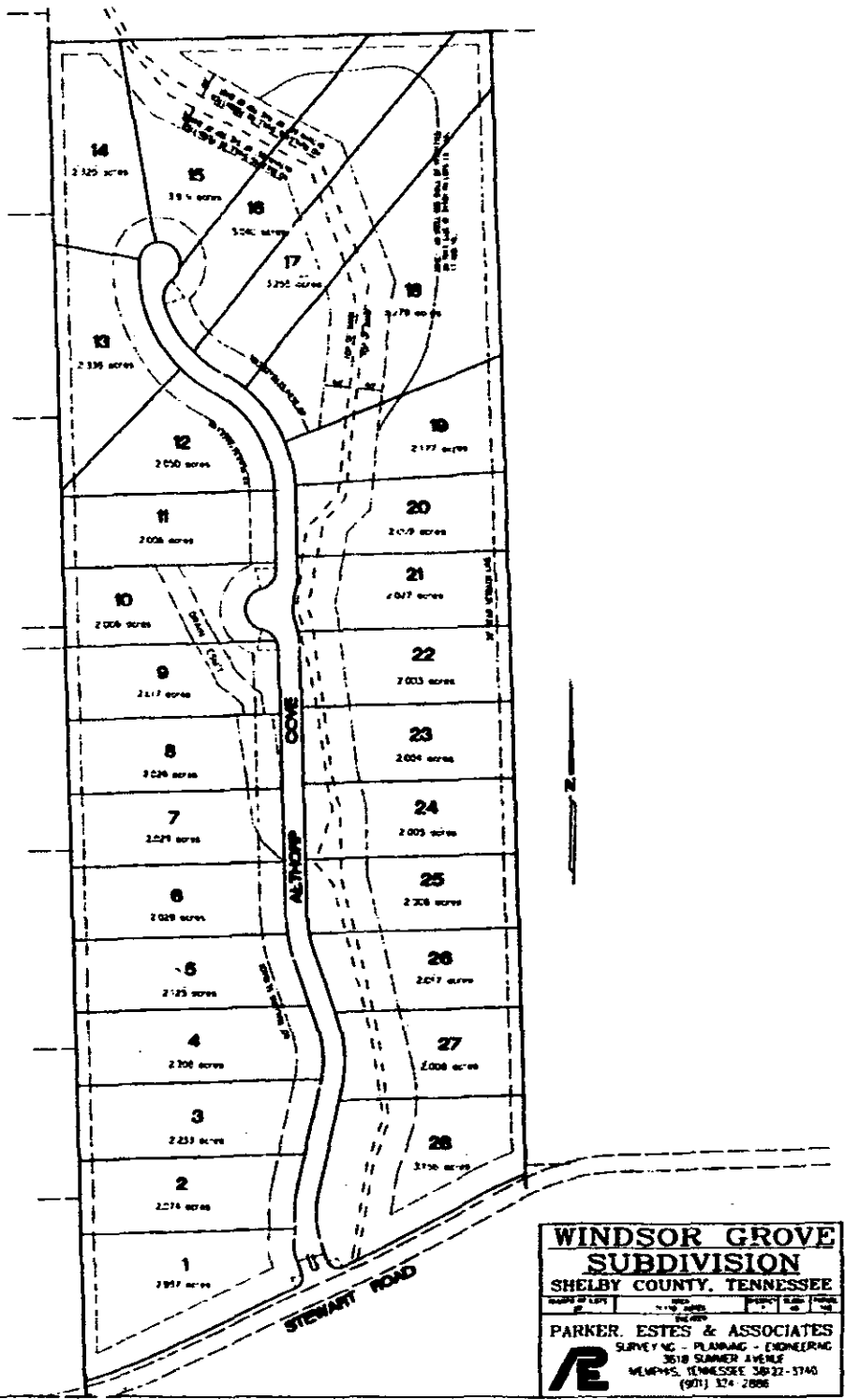
**STATE OF TENNESSEE
COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Richard Snyder, with whom I am personally acquainted and hereby witnessed his signature affixed this 23 day of February, 2001.



Notary Public

MY COMMISSION EXPIRES SEPT. 8, 2003





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Plats: Subdivision Restrictions		52
D/C: 22 - HARRY PLUNK		
VALUATION	N / A	
TN MORTGAGE TAX	N / A	
TN TRANSFER TAX	N / A	
RECORDING FEE		44.00
OP FEE		2.00
REGISTER'S FEE	N / A	
WALK THRU FEE	N / A	
TOTAL AMOUNT		46.00
PAGE COUNT: 11	PAGE ADDED: No	GROUP ID: X0006681T
STATE of TENNESSEE, COUNTY of SHELBY Tom Leatherwood, REGISTER		