




*Tom Leatherwood*  
Shelby County Register

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 <b>07112732</b>	
<b>07/23/2007 - 08:29 AM</b>	
10 PGS : R - SUB RESTRICTION	
DONALD 506921-7112732	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	50.00
DP FEE	2.00
REGISTER'S FEE	0.00
WALK THRU FEE	0.00
<b>TOTAL AMOUNT</b>	<b>52.00</b>
<b>TOM LEATHERWOOD</b>	
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE	

Prepared by and Return to:  
Windsor Grove Owners Association  
6203 Althorp Cove  
Lakeland, TN 38002  
901-829-2341



**RERECORDED TO ADD MISSING PAGE**

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR WINDSOR GROVE SUBDIVISION**

**THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR WINDSOR GROVE SUBDIVISION** (hereafter  
"Declaration"), is executed as of this 18 day of June 2007

**WITNESSETH:**

**WHEREAS**, a Declaration of Covenants, Conditions and Restrictions for Windsor Grove Subdivision was filed of record at Instrument No. KZ8711 at Plat Book 176, page 20, in the Register's Office of Shelby County, Tennessee; and

**WHEREAS**, at a properly called meeting, members of the Windsor Grove Owners Association approved changes to the Declaration.

**NOW THEREFORE**, the undersigned hereby certifies that the following amendments to the Declaration were properly adopted by the members of the Windsor Grove Owners Association:

**Article 1      Definitions**

1.01. "Association" shall mean and refer to the Windsor Grove Owner's Association (the "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 Area 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 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 Althorp Cove roadway and improvements, exclusive of driveways and culverts on individual lots, are made part of the Common Areas.

1.04 “Declarant” shall mean and refer to the Association, 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 record 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 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 rules 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 sixty percent (60%) of the Owners 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 or her family, his or her 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 Owners 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.

### **Article 4 Annexation of Additional Properties**

4.01 Repealed.

4.02 Repealed.

4.03 Repealed.

### **Article 5 Covenant for Maintenance Assessments**

5.01 Creation of the Lien and Personal Obligation of Assessments. The Association 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 or her successors in title unless expressly assumed by them.

5.02 Purposes 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 in the Common Areas, and any reserves necessary and proper for such purposes.

5.03 Maximum Annual Assessment.

(a) From and after January 1<sup>st</sup> of the year immediately following the recording of this Declaration in the Shelby County Register's Office, the maximum annual assessment will be \$600.00 and may be increased each year no more than 10% from the previous year without a vote of the Owners

(b) From and after January 1<sup>st</sup> of the year immediately following the said recordation, the maximum annual assessment may be increased above ten percent (10%) by a vote of sixty percent (60%) of eligible Association members who are voting in person or by proxy, at a meeting dully called for this purpose

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

(d) Fifty per-cent (50%) of the annual assessment fees will become due on January 1 of each year and fifty per-cent (50%) of the annual assessment fees will become due on July 1 of each year. A 15% late charge plus any accumulated interest thereon will be assessed after January 30 with respect to the 50% payment due on January 1 each year and a 15% late charge plus any accumulated interest thereon will be assessed after July 31 with respect to the 50% payment due on July 1 of each year. All fees will be maintained in the Windsor Grove Owner's Association Account. Any check returned for any reason will result in a thirty five dollar (\$35) fee per occurrence which fee shall be added to the amount of the assessment. The Board may annually change the amount of the returned check fee.

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 sixty percent (60%) of

the votes of each Owner who are voting in person or by proxy at a meeting dully 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 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. Proxies may be in written or electronic form.

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 therefore. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board 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 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 the 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 fifteen (15) 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 or her lot, be prohibited, by properly adopted resolution of the Board, 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 lieu 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 form 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 the Board 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 plans 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 the Association, its representative or committee duly appointed by the Board.

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 the Board. Further, no owner shall install any improvements or modify any existing grades in such 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 obnoxious 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 dogs, cats and other common house pets may be kept as pets.

6.07 Repealed.

6.08 All exterior television, radio antennas and satellite dishes shall be screened from view of the street. Satellite dishes in excess of 18" diameter are prohibited unless approved by the Board.

6.09 No wire or chain link fences shall be allowed. The Board must approve all fences.

6.10 No building material of any kind or character shall be placed or store 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 3,500 square feet. For two-story homes, the minimum square feet for ground level shall be 1,800 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 unless the Board gives written permission to vary this requirement.

6.14 Attached garages must be at least three 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.

6.13a 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.

6.14a 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 in order to be concealed from view.

6.15 The lots and Subdivision improvements in said Subdivision have been designed and shall be installed in accordance with all prevailing local governmental standards and requirements.

6.16 No sign shall be placed upon any lot without the written consent of the Board



with the exception of real estate signs.

6.17 All secondary electric service shall be run underground from its primary source to the residence.

6.18 Deleted

6.19 Headwalls shall be required for all driveway culverts. All driveways shall be concrete.

6.20 Lot owner must commence construction within two (2) years of the purchase of the Lot which construction must be completed within eighteen (18) months of the commencement of construction. An owner commencing construction, including but not limited to a pond, dwelling or garage, on a lot after Althorp Cove roadway, has been completed, must deposit \$10,000 into an escrow account designated by the Board of Directors of the Association to insure against any damage done to the completed Althorp Cove roadway by the owner's agents, contractors or sub-contractors unless approved in writing by the Board.

6.21 No Lot shall be subdivided unless otherwise approved by the Board of Directors of the Association.

6.22 Each Lot, including all structures of any kind thereon and any improvements of any kind thereon, shall be continuously maintained in good repair by the Owner. Grass must not exceed 6" in height.

6.23 Work on machines, equipment and other devices for an extended period of time (more than one month) which might tend to cause disorderly, unsightly, and unkept conditions shall not be pursued or undertaken unless in an enclosed garage or hidden from view.

6.24 All playground and recreational equipment, with the exception of tree swings, hammocks, decorative equipment, or temporary equipment (less than one month), must be used, erected, placed or maintained to the rear of all lots.

6.25 All personal property and chattels of any kind that are on a Lot (other than any which are situated or placed in a structure on a Lot), including but in no way limited to trash containers of any kind, that are within the view or sight of other Owners, shall be removed every day with the exception of trash containers that are placed on the Lot or the street for next day pick up.

6.26 All Owners shall forthwith remove any trash or debris from their respective Lots regardless of whether they caused such trash or debris to be placed on their respective Lots and regardless of the amount or type of debris.

6.27 All commercial vehicles, including but in no way limited to buses and trailers are prohibited from parking anywhere in the Subdivision without the prior written approval of the Board of Directors of the Association.

6.28 In the event of partial or total destruction of a structure on a Lot, the Owner may rebuild or repair the structure provided that such rebuilding or repair is commenced within the earlier of one hundred and eighty (180) days of any insurance settlement or the conclusion of any legal proceedings brought by the Owner against his or her insurer in respect of the destruction. In the event that no insurance claim is made, or a claim is made but is not prosecuted with reasonable diligence by the Owner, the Owner must commence rebuilding or repair forthwith after the destruction.

6.29 Any rebuilding or repair provided for under Section 6.28 must be made in conformity with the plans, specifications, painting and decor of the (partially or totally) destroyed structure subject to any changes or modifications as approved by the Board of Directors of the Association and the Architectural Review Committee as the case may be.

## **Article 7      General Provisions**

7.01 Enforcement. The Board shall have the right to enforce, by an 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 Board 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 the validity of 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 they which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by note less than sixty-five (65%) of the Lot Owners. Any amendment must be recorded.

7.04 Easements. 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 Repealed.

7.06 Enforcement. In addition to any other remedies set out in this Declaration, the Board and the Association may seek any form of relief from a Court of competent

jurisdiction to enforce the Covenants, Conditions and Restrictions contained herein and to enforce the Association Bylaws.

IN WITNESS WHEREOF, the undersigned has caused these Amendments to the Declaration to be signed by the officer duly authorized to do so as of the day and year first above written.

Windsor Groves Owners Association

By:  RICKEY L. MEADOWS

Title: 2007 WGOA PRESIDENT