

Fred Stricklin  
2794 Lanthorn  
Cordova TN 38018

Prepared by Terry Edwards Att.

JF 7046

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

Plat Book 176, page 20

THIS DECLARATION, made on the date hereinafter set forth by Jones/Stricklin, LLC, a Tennessee Limited Liability Company, 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 inure to the benefit of each Owner thereof.

**ARTICLE 1 DEFINITIONS.**

1.01 "Association" shall mean and refer to the Windsor Grove Homeowner'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 and supervision of the Common Areas within the Properties.

1.02 "By-Laws" shall mean and refer to the By-Laws of The Windsor Grove Homeowner's 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. Declarant may from time to time in its sole discretion convey to the Association and the Association shall accept additions to the Common Areas. However, 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 Jones/Stricklin, LLC, 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 tracts of land "Additional Tracts" 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 Tracts, and the improvements thereon, to this Declaration. However, nothing herein contained shall be construed to require the Declarant to submit any part of the Additional Tracts to this Declaration or to limit the use of the Additional Tracts in any way, the Declarant reserving unto itself, its heirs or assigns, all rights and privileges with respect to such Additional Tracts, including, without limitation, the use thereof in accordance with any present or future zoning regulations, or variations therefrom, which may be applicable to such Additional Tracts, in whole or in part.

4.02 If within twenty-five (25) years from the date hereof, the Declarant should develop Additional Tracts, any portion of such Additional Tracts 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 Tracts 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 Tracts 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 therefor, 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 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 shall be Six Hundred and No/100 Dollars (\$600.00) per Lot.

- (a) From and after January 1<sup>st</sup> 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 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 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.

**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 due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

**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 which 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 CONTROL.** No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been admitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

**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 which 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.

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.

**ARTICLE 8** **OTHER COVENANTS AND RESTRICTIONS.** Article 9 attached hereafter is considered as part of this document and is incorporated by reference herein.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be executed by and through its duly authorized officials this 17 day of February, 1999.

**JONES/STRICKLIN, LLC, a Tennessee Limited Liability Company**

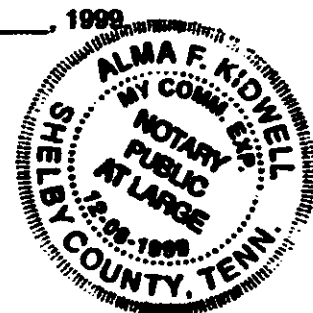
BY: *Fred Stricklin*  
**Fred Stricklin, Chief Manager**

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, the undersigned notary public of the State and County mentioned, personally appeared Fred Stricklin, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Manager of Jones/Stricklin, LLC, a Tennessee Limited Liability Company, the within named bargainer, a limited liability company, and that as such Chief Manager, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Chief Manager.

WITNESS my hand and notarial seal at office this 17 day of FEB, 1999.

My commission expires: *Anna J. Kedwell*  
Notary Public



## ARTICLE 9

**WINDSOR GROVE  
(A GATED PRIVATE COMMUNITY)  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

A. This Declaration shall apply to all lots of Windsor Grove Subdivision, a residential subdivision located on Stewart Road in Shelby County, Tennessee and shown on plat of record in the Office of the Register of Shelby County, Tennessee, in Plat Book \_\_\_\_\_, Page \_\_\_\_\_. This Declaration is established by Jones/Stricklin LLC, hereinafter referred to as "Declarant." This Declaration shall be binding upon all future owners of said lots, and is to be construed as Covenants running with the land, and it will be conclusively presumed that any purchaser of any of said lots has assumed the affirmative obligations of these Covenants, which shall be binding upon all parties and all persons owning any of said lots, or claiming under them. These Covenants may be amended at any time by an instrument signed by the Declarant or by not less than 75% percent of the owners of lots within all phases of Windsor Grove Subdivision.

Any amendment must be properly recorded to be effective. During the first five (5) years from the date of the recording of this Declaration, any amendment must also be approved by the Declarant.

Declarant hereby reserves the right to modify and consolidate this Declaration with that of the Declaration of Covenants, Conditions and Restrictions for all other phases of Windsor Grove, upon final completion of the residential subdivision known as Windsor Grove. Notwithstanding the above, it is the intent of Declarant that Declarations, while enforceable by owners of lots within any present phase or property which shall become a phase upon final completion of the residential subdivision known as Windsor Grove, shall apply only to those lots in Windsor Grove, as recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, in the Register's Office of Shelby County, Tennessee..

B. Equitable and Legal Recourse. Declarant or any lot owner within any phase of Windsor Grove shall have the right to specific performance, enforcement and/or damages by any proceeding at law or in equity.

C. Invalidation of any of these Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

D. Covenants and Restrictions:

1. All lots in said Subdivision shall be used for private residential purposes only. All of such lots shall be known and described as single family residential lots and are not to be resubdivided into smaller lots. All buildings or structures erected upon said lots shall be of new construction, and no building nor structure shall be moved from other locations onto said lots.

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2. **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.

3. **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.

4. **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.

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

6. **No animals, livestock or poultry** of any kind shall be raised, bred or kept on any of said lots, except dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

7. **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.

8. **No metal, wire or chain link fences** shall be allowed. All fences must be approved by Declarant.

9. **All fireplace chimneys** must be 100% brick.

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.

11. **No outside clothes lines** allowed.



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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 a two story home, the minimum square feet for ground level shall be 2,500 square feet, excluding garages and porches.

13. All garages must be at least double car garages and open from the side of dwelling so doors are not exposed to street.

14. 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.

15. 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.

16. 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 which may result on said Subdivision since water accumulation can be expected with rainfalls which exceed the design standards.

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

18. The owner of any lot agrees that all secondary electric service shall be run underground from its primary source to the residence.

19. Headwalls shall be required for all driveway culverts. Headwalls shall not project above driveway pavement. ~~All headwalls shall be brick faced.~~ All driveways shall be concrete.

20. All lot owners will be assessed at the rate of \$600.00 annually. Fees to be used to maintain Windsor Grove Subdivision grounds, streets, etc. 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.

JONES/STRICKLIN LLC.

BY:

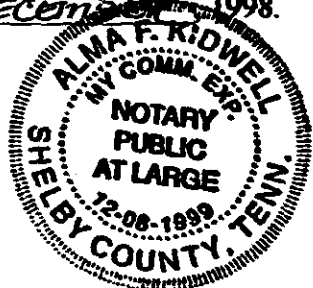
  
Fred Stricklin, Chief Manager

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STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public, in and for the state and county aforesaid, personally appeared Fred Stricklin, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Chief Manager of JONES/STRICKLIN LLC., being authorized so to do, executed the foregoing instrument for the purpose therein contained, on behalf of and as the free act and deed of JONES/STRICKLIN LLC.

WITNESS my hand and seal, at office in Memphis, Tennessee, this 3rd day of December, 1998.



Alma F. Kidwell  
NOTARY PUBLIC

My Commission Expires: 12-8-99

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No.	
D/C	<u>DR #1</u>
Pgs.	<u>10</u> itm.
Val	
STATE TAX	
REGISTER'S FEE	
RECORDING FEE	<u>600</u>
D.P. FEE	<u>200</u>
WT <input type="checkbox"/> MISC FEE	
TOTAL	<u>4200</u>
STATE OF TENNESSEE SHELBY COUNTY GUY B. EATES REGISTER	

JF7046

SHELBY COUNTY  
REGISTER OF DEEDS  
99 MAR 30 AM 9:25

Return to: office of Planning and Dev.