



5 Bedrooms, 4 Bathrooms, 2,836± SF Single Family Home in Nashville, TN



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Architectural review guidelines



ARCHITECTUAL REVIEW GUIDELINES WINFIELD PARK

November 2019

INTRODUCTION

The purpose of these guidelines (the "Guidelines") is to encourage the development of properties which are harmonious with their surroundings and with neighboring properties, and which demonstrate a high standard of design and material quality. Certain standards and requirements have been established in the Declaration of Covenants, Conditions & Restrictions for Winfield Park (the "Declaration"). To supplement the Declaration, these Guidelines are intended as a handbook for owners, designers, and builders to clarify and interpret these requirements and to assist in the design goals and objectives for Winfield Park.

Each house and lot will be considered on a case by case basis. The application of, or waiving of, any part of these Guidelines in any individual approval shall not necessarily affect or bind any other approval action. Owners, architects, and contractors are urged to read the recorded Declaration to become familiar with requirements which may affect them. Nothing contained herein, nor any actions of the Property Management Company (Gasser), any advisors, the Homeowners Association (the "Association"), or their agents are intended to be, nor shall they be construed to be, an approval of the adequacy, reasonableness, or fitness for intended use of any plans, products or construction. The Architectural Review Committee (the "ARC") reserves the right to change, add to, or delete from these Guidelines from time to time at their discretion in accordance with the provisions of the Declaration and after approval by the Board of Directors.

DESIGN PHILOSOPHY

One of the goals for making Winfield Park a beautiful and welcoming place to live is to emphasize homes that provide for diverse tastes and life-styles and create interest and variety within an overall harmonious context of our environment. This balance between individuality and overall harmony exists when houses do not compete with each other for attention, and therefore do not also detract from each other. Exterior colors shall be compatible with the palate of colors currently in use in the neighborhood unless approved by the ARC. Roofing materials style and color shall similarly be compatible with those in use in the neighborhood.

You are encouraged to consult with professional design planners, engineers, contractors and other professionals early in your design process.

GUIDANCE

Supplemental guidance to the provisions of the Declaration concerning architectural reviews is published periodically for distribution to the general membership.

Fundamental to the Declaration is the requirement that all exterior improvements to homeowners' properties be reviewed and approved by the Architectural



Review Committee. Examples of such exterior improvements include, but are not limited to: changing the color/texture of the roof shingles, color of the trim and/or shutters; changes to landscaping, including removal and replacement of trees; installation of fences, patios, decks, and retaining walls.

The Guidelines, as listed below, are intended to supplement and clarify the relevant provisions set forth in the Declaration, and to the extent that any such Guidelines are in conflict with any such provisions of the Declaration, the provisions of the Declaration shall control. They are not all-inclusive, and they do not alter the basic requirement that all exterior improvements and changes must be submitted to the ARC for approval prior to any work being done.

The goal of the ARC is fundamentally to promote maintenance of a quality neighborhood appearance. The ARC may poll homeowners from time to time to assess membership consensus on specific architectural review issues. Inquiries regarding these Guidelines or other architectural review matters should be directed to the ARC, the Board of Directors, or the management company for the Association.

The below listed supplemental Guidelines address only some of the commonly executed exterior improvements and changes homeowners make to their properties. Additional clarification may be obtained from the ARC or the Board of Directors.

PROCEDURES

- **Written approval from the Architectural Review Committee must be obtained before applying for city, county, or state building permits when applicable. The ARC Request for Approval of a Change to Property form can be accessed [here](#).**
- The homeowner must supply an original or emailed copy of the Winfield Park Homeowners Association Request for Change or Addition form detailing the request to the ARC. If a contractor is to be utilized, the name and telephone number for the contractor must be included. Proposals must include street address or Winfield Park development lot number and a description of the change. Depending on the complexity of the project, plat easements, survey drawings, picture examples, material type, color and dimensions in the design, as well as existing elements on adjoining property that may be in conflict should also be included.. The ARC will review and make every effort to respond within 2 weeks either with a notice of approval or a notice of disapproval with the basis for such disapproval.
- The ARC will approve requests based on compliance with the Guidelines and the Declaration. Requests for variances from the Guidelines may be presented to the ARC for a vote, but in these cases, the timing for responses to such requests may run longer than the 2 weeks for simple requests.
- The Request for Change or Addition form and examples should be sent to the attention of the ARC in care of the Chair of the ARC as designated on the request form.

GUIDELINES

1. **FENCES** – Metro Nashville does not require building permits for fences. Metro does have codes for fences, and the codes department should be contacted for that information before a fence is built. Note that since Metro does have agricultural, commercial, industrial, and public property, as well as residential, they allow more types of fencing than the Guidelines allows. Only those fence types listed in these Guidelines will be allowed in Winfield Park.

- Chain link fences are specifically prohibited in Winfield Park.
- **No fence can be installed in drainage easements or a Public Utility Drainage Easement (“PUDE”)** without prior written approval from the appropriate city engineering department.
- Fences of wood, metal, brick pylons with black metal, structural PVC, or planted hedges are acceptable. Fences must present attractive, finished appearance on exterior sides. Fences in general must be designed and located so as to preserve the character of Winfield Park as much as possible.
- The use of “naturalized” landscape planting for privacy, rather than fences or hedges, is encouraged whenever possible.
- Fences must be part of the overall site plan and landscape design and must relate architecturally to the house design.
- **Adjoining fencing is desirable, and it is also desirable to use like design and materials when adjoining fences.**
- **Written notification to owners of adjoining property is required to complete a fence submission to the ARC.** The fence submission should also include the type of finish.
- Fences must be between four and six feet in height.
- Wood fences should be constructed of quality natural wood color/finish, either shadowbox or plank board surface. Spacing of picket or plank boards cannot exceed 2 inches and must present finish on the exterior side.
- Wood fences are required to be properly maintained with clear or translucent finishes. In no case will painted fences (such as pigmented oil, latex, or acrylic latex paints, etc.) be allowed unless approved by the ARC.
- Ornamental metal and masonry fences are also acceptable.
- Fences will not exceed the rear wall of the home as the forward-most point of installation unless approved by the ARC.
- Ordinances for safety fencing and state or county building codes take precedence over these Guidelines, **except** for the type of fence and selection of materials.

2. **PATIOS, DECKS, GAZEBOS, AND ARBORS** require ARC approval.

- Patios, decks, gazebos, arbors, enclosed rear porches, structural additions, installed BBQ pits, and any similar rear-yard only improvements may be of any style to the homeowner’s taste. Overall appearance is to be harmonious with the style and quality of Winfield Park properties.

- Written notification to owners of adjoining property is required to complete a submission to the property management company.
- Metro Nashville requires a building permit for enclosed or screened porches.

3. STORAGE BUILDINGS are not allowed in Winfield Park.

4. TEMPORARY STORAGE CONTAINERS (storage pods, U-box containers etc.)

An ARC request form_ must be submitted if the temporary storage container is on the home owner's property for more than two weeks. The information should include the dates in use and a brief description of its use. Temporary storage containers should be removed no later than 30 days after the initial installation of the container.

5. OUTDOOR CLOTHESLINES of any kind are strictly prohibited.

6. SWIMMING POOLS require ARC approval.

- Installation of above ground pools is prohibited.
- Installation of in-ground pools is acceptable and should include landscape consideration to blend the structure with the surrounding area.
- Metro Nashville requires a building permit for in-ground swimming pools; the code requirements for fencing, etc. can be obtained from the city.
- Ordinances for safety fencing and state or county building codes take precedent over any conflicts with the Guidelines.

7. EXTERIOR LANDSCAPING

- Landscaping and "hardscaping" (timbers, brick flower beds, decorative facades to walkways/porches, etc.) and other such exterior home beautification should be harmonious with the quality of Winfield Park properties. Hardscape projects involving construction materials and/or removal/installation of any trees require ARC approval. Any tree removed to accommodate a project, because it is diseased, or any other reason shall be replaced with a new tree of a type acceptable to the ARC somewhere on the property.
- Where multiple trees are removed for any of the reasons mentioned above, the replacement plantings shall be either one-for-one or one approved tree plus one shrub or other approved substantial planting. The Board and the ARC recognize the small footprint of the majority of the lots within the neighborhood and see that in some cases replacing multiple trees on a small lot or a lot with limited available space may not be practical.

8. EXTERIOR MAINTENANCE (INCLUDING PAINTING AND ROOF REPLACEMENT)

- Maintenance of individual properties is the responsibility of each homeowner
- However, the DeclarationS state that in the event any homeowner fails to maintain premises in a satisfactory condition, the Winfield Park Board of Directors has the right to cause repairs and restorations to be made to such properties, and to assess the cost of such repairs/restoration against the homeowner in question as part of the association assessment to which such property is subject.
- ARC approval is required for projects involving a change of color to the roof, exterior trim, doors or shutters.
- All houses in Winfield Park have brick exterior. Painting over the brick exterior is not permitted. Some issues regarding painting over brick are described in this link: <https://www.networkx.com/article/the-problem-with-painting-a-brick-house>

9. DRIVEWAYS / GARAGES

- Driveways are limited to exposed aggregate finish on Winfield Park Properties.
- Widening of driveways with aprons of the same aggregate color and material as the original driveway is permitted but will require specific approval by the Architectural Review Committee.
- Curbs cannot be altered without the written approval of the Metro Nashville City Engineering Department.
- Homeowners must gain prior approval from the engineering department if the widening will encroach upon a PUDE or other easement area. Homeowners should check their property plat to determine where easements exist. Note that all properties in Winfield Park have easements somewhere on the property.
- Garage doors should remain closed when the garage is not in active use.

10. RETAINING WALLS

- Retaining walls are to be of masonry construction, such as stone or brick veneer.
- While some earlier walls in the development were allowed to be of wooden timbers, all recent change approvals and nearly all builder-installed walls have been of masonry. In any case, all future approvals will be masonry.
- As existing wooden retaining walls that are visible from the street or from adjacent properties rot and deteriorate (which is inevitable with wood) they are to be replaced with masonry walls.

10. SOLAR PANELS

- Solar panels and other roof attachments are within architecture purview, and require specific prior approval of the ARC.

11. STORM DOORS for the main door should be harmonious with the color and décor of the house.

12. DIGITAL SATELLITE DISHES and ANTENNAS

- FCC rules regulate satellite dishes in community associations.
- Winfield Park requests that satellite dishes be installed in a reasonably inconspicuous location to minimize the impact on community aesthetics. They should not be installed in or near the front of houses unless that is the only location that will assure clear reception.
- No exterior antennas, aerials, satellite dishes or other apparatus for the transmission or receipt of television, radio, or other signals of any kind (e.g. HAM Radio et al) may be installed without the prior written approval of the ARC. Each request will be reviewed on a case by case basis and given reasonable accommodation as outlined in the FCC regulations.
- Information regarding FCC Regulations code 207 can be found at <https://www.fcc.gov/media/over-air-reception-devices-rule>.

13. BASKETBALL GOALS AND BACKBOARDS, PLAY-SETS AND/OR TRAMPOLINES

- No permanently mounted basketball equipment (goals/backboards) may be installed on individual properties.
- Temporary basketball equipment (for example, those on wheels) may be used as long as the equipment is stored in the garage and out of view when not in use.
- Installation of play-sets and/or trampolines is acceptable.
- Play-sets and/or trampolines in general should be designed and located so as to preserve the open character of Winfield Park as much as possible.
- Play-sets and/or trampolines are required to be properly maintained.
- Play equipment comprised primarily of metal is prohibited.
- No play-sets and/or trampolines shall be placed in the Common Area of Winfield Park.

14. MAILBOXES

- All mailboxes shall satisfy applicable U.S. Postal Service regulations.
- The required mailbox is the standard black unit perpendicular to the street, on a black ornamental metal post. No mailboxes of other colors are allowed. The preferred mailbox design can be found [at this site](#)
- Street numbers shall be painted white, 2.5-3" in height.
- Decorative seasonal removable magnetic mailbox covers are allowed if the design does indeed portray the appropriate season, and must be removed at the close of the season.

- In no case will other designs such as animal or caricature boxes or posts be allowed.

15. RV/MOTOR COACHES

- Parking of RV / motor coaches is allowed for 24-48 hours after approval by the ARC Committee. Requests should be made in advance and received at least 24 hours prior to the expected parking time.

16. FLAGPOLES ETC.

- Flagpoles, flags (except for American or Military) and sculptures must be approved by the Architectural Review Committee.

16. CONSTRUCTION

- An enclosed portable chemical toilet and approved containers for trash and debris must be provided on each construction site, located in an inconspicuous place. Each construction site must be maintained in a neat and orderly condition, with trash and debris cleaned up weekly, and building maintained in orderly piles. At completion of construction, all mud stains and construction discolorations must be removed from foundation walls, driveways, streets, and other exterior surfaces.
- No construction / contractor signs will be allowed on any lot.
- No construction access is allowable under any circumstances across or on Common Areas, except with specific prior written permission by the ARC.
- The above guidance is promulgated to comply with the requirements of the Declaration, and in the interests of the association general membership. Each homeowner is responsible for compliance with applicable federal, state, and county laws and ordinances concerning his/her property. Compliance with the Guidelines is predicated on the consensus of association membership views, and naturally requires the full cooperation of each homeowner.

17. BUILDING PERMITS

Metro Nashville Department of Codes and Public Safety is responsible for assisting citizens in determining the zoning of property, drainage easements, and flood plain determination. The codes staffs assist citizens in obtaining information about building code related issues and permit requirements. For more information call Nashville at 862-6500 between 7:30 a.m. and 4:00 p.m.

18 UTILITY EASEMENTS

Utility easements are located along all residential lot lines (front, rear, and sides as shown on final subdivision plat) and anywhere else a utility line may

be located on a private property. Generally speaking you need express permission from the appropriate municipal authority before making changes or improvements in easement areas. If you have a specific question about a specific utility line or areas around utility boxes, contact the utility company directly. For questions about a utility easement on a plat, contact the Metro Nashville Codes and Public Safety Department at 862-6500.

CALL BEFORE YOU DIG! Tennessee law requires a homeowner or contractor to notify the utility companies before any excavation or digging so that underground utilities can be located and protected. Call Tennessee One Call, 1-800-351-1111.

18. ENFORCEMENT

In the event any Owner shall (i) initiate the construction of improvements without the approval of the ARC, (ii) fail to complete the construction of improvements according to the submitted plans or (iii) fail to maintain the improvements situated upon his or her lot in a manner satisfactory to the ARC, the Association may enforce these Guidelines in the same manner and according to the same procedures and remedies as set forth under Section 12 of the Rules and Regulations.



By-Laws of Winfield Park Homeowners Association, Inc.

OUTLINE of By-Laws

- I- Name, Principal Office, and Definitions
 - 1. Name
 - 2. Principal Office
 - 3. Definition
- II- Association: Membership, Meetings, Quorum, Voting, and Proxies
 - 1. Membership
 - 2. Place of Meetings
 - 3. Annual Meetings
 - 4. Special Meetings
 - 5. Notice of Meetings
 - 6. Waiver of Notice
 - 7. Adjournment of Meetings
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 - 10. Majority
 - 11. Quorum
 - 12. Conduct of Meetings
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- III- Board of Directors: Number, Powers, and Meeting
 - 1. Composition and Selection
 - 2. Directors during Class "B" Control
 - 3. Declarant Participation
 - 4. Number of Directors
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 - 6. Election and Term of Office
 - 7. Removal of Directors and Vacancies
 - 8. Organization Meeting
 - 9. Regular Meeting
 - 10. Special Meeting
 - 11. Waiver of Notice
 - 12. Quorum of Board of Directors
 - 13. Compensation
 - 14. Conduct of Meeting
 - 15. Open Meeting
 - 16. Action without a Formal Meeting
 - 17. Powers
 - 18. Management Agent
 - 19. Accounts and Reports
 - 20. Borrowing
 - 21. Rights of the Association

By-Laws of Winfield Park Homeowners Association, Inc.

- 22. Enforcement
- IV- Officers
 - 1. Officers
 - 2. Election, Term of Office, and Vacancies
 - 3. Removal
 - 4. Powers and Duties
 - 5. Resignation
 - 6. Agreements, Contracts, Deeds, Leases, Checks, etc.
- V- Committee
 - 1. General
 - 2. Covenants Committee
- VI- Miscellaneous
 - 1. Fiscal Year
 - 2. Parliamentary Rules
 - 3. Conflicts
 - 4. Books and Records
 - 5. Notices



COPY

BY-LAWS

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OF

WINFIELD PARK HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

Name, Principal Office, and Definitions

Section 1. Name. The name of the Association shall be Winfield Park Homeowners Association, Inc. (hereinafter sometimes referred to as the "Association").

Section 2. Principal Office. The principal office of the Association in the State of Tennessee shall be located in the County of Davidson. The Association may have such other offices, either within or outside the State of Tennessee, as the Board of Directors may determine or as the affairs of the Association may require.

Section 3. Definitions. The words used in these By-Laws shall have the same meaning as set forth in that Declaration of Covenants, Conditions, and Restrictions for Winfield Park, (said Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit.

ARTICLE II

Association: Membership, Meetings, Quorum, Voting, and Proxies

Section 1. Membership. The Association shall have two (2) classes of membership, Class "A" and Class "B", as is more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either within the Properties or as convenient thereto as possible and practical.

Section 3. Annual Meetings. The first meeting of the Association, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. Meetings shall be of the Members or their proxies. Subsequent regular annual meetings shall be set by the Board so as to occur at least ninety (90) but not more than one hundred twenty (120) days before the close of the Association's fiscal year on a date and at a time set by the Board of Directors.

Section 4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by the resolution of a majority of a quorum of the Board of Directors or upon a petition signed by Members representing at least ten (10%) percent of the total votes of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.



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Section 5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meetings of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meetings, not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage thereon prepaid.

Section 6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date, and place thereof unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 7. Adjournment of Meetings. If any meeting of the association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. The reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided the Members or their alternates representing at least twenty-five (25%) percent of the total votes of the Association remain in attendance, and provided further that any action taken is approved by at least a majority of the Members required to constitute a quorum.

Section 8. Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein.

Section 9. Proxies. Members may vote by proxy, provided the proxy is signed, dated and filed with the Secretary prior to the meeting for which it is valid.

Section 10. Majority. As used in these by-laws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total number.

Section 11. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by proxy of Members representing a majority of the total vote of the Association shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 12. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

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Section 13. Action without A Meeting. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if written consent setting forth the action so taken is signed by all of the Members entitled to Vote with respect to the subject matter thereof, and any such consent shall have the same force and effect as a unanimous vote of the Members.

ARTICLE III

Board of Directors: Number, Powers, and MeetingsA. Composition and Selection

Section 1. Governing Body; Composition. A Board of Directors, each of whom shall have one (1) vote shall govern the affairs of the Association. Except with respect to directors appointed by the Declarant, the Directors shall be Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Board at the same time. In the case of an Owner who is a corporation or partnership, the person designated in writing to the secretary of the Association as the representative of such corporation or partnership shall be eligible to serve as a director.

Section 2. Directors during Class "B" Control. The Directors shall be selected by the Class "B" Member acting in its sole discretion, subject only to Article III, Section 6, hereof, and shall serve at the pleasure of the Class "B" Member until the first to occur of the following:

- (a) When seventy-five (75%) percent of the Units planned for the property described on Exhibit "A" of the Declaration have certificates of occupancy issued thereon and have been conveyed to Persons other than the Declarant or builders holding title solely for purposes of development and sale;
- (b) January 1, 2010; or
- (c) When, in its discretion, the Class "B" Member so determines.

Within thirty (30) days thereafter, the Class "B" Member shall cause the Board to call a meeting, as provided in Article II, Section 4, of these By-Laws for special meetings, to advise the membership of termination of the Class "B" Control Period.

Section 3. Declarant Participation. This Section 3 may not be amended without the express, written consent of the Declarant.

After termination of the Class "B" Control Period, the Declarant shall have the right to participate in the decision-making process and the right to disapprove all actions of the Board and the Architectural Review Committee, as is more fully provided in this Section. These rights shall be exercisable only by the Declarant, its successors, and assigns who specifically take this power in a recorded instrument, and shall terminate one (1) year from the date of termination of the Class "B" Control Period. Declarant participation shall be as follows:

No action authorized by the Board of Directors or Modifications Committee shall become effective, nor shall any action, policy, or program be implemented until and unless:

- (a) The Declarant shall have been given written notice of all meetings and proposed actions approved at meetings of the Board or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time which notice complies as to the Board of Directors meetings with Article III, Sections 8, 9, and 10, of these By-Laws and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at said meeting; and



(b) The Declarant shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board, any committee thereof, or the Association. The Declarant, its representatives or agents shall make its concerns, thoughts and suggestions known to the members of the subject committee and/or Board. The Declarant shall have the right to disapprove any policy or program authorized by the Board of Directors or any committee thereof, and any action to be taken by the Board, any committee thereof, the Association, or any individual member of the Association, if Board, committee, or Association approval is necessary for such action. This right may be exercised by the Declarant, its representatives, or agents at any time within ten (10) days following the meeting held pursuant to the terms and provisions hereof. Notwithstanding any provision herein to the contrary, the Declarant shall not have the right to require any action or counteraction on behalf of any committee, the Board, or the Association, and shall not exercise its rights hereunder to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

Section 4. Number of Directors. The number of directors in the Association shall be neither less than three (3) nor more than five (5), as provided in Section 6 below. The initial Board shall consist of three (3) members as identified in the Articles of Incorporation.

Section 5. Nomination of Directors. Except with respect to directors selected by the Class "B" Member, a Nominating Committee shall make nominations for election to the Board of Directors. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and three (3) or more Members of the Association. The nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the Members to serve a term of one (1) year or until their successors are appointed, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of positions to be filled. Nominations shall also be permitted from the floor.

Section 6. Election and Term of Office. Notwithstanding any other provision contained herein:

(a) Within thirty (30) days after the time Class "A" Members, other than a builder holding title solely for purposes of development and sale, own twenty-five (25%) percent of the Units planned for the property described in Exhibit "A" or whenever the Class "B" Member earlier determines, the Association shall call a special meeting to be held at which Class "A" Members shall elect one (1) of the three (3) directors, who shall be an at-large director. The remaining two (2) directors shall be appointees of the Class "B" Member, and shall serve at the pleasure of the Class "B" Member. The director elected by the Class "A" Members shall not be subject to removal by the Class "B" Member acting alone and shall be elected for a term of two (2) years or until the happening of the event described in subsection (b) below, whichever is shorter. If such director's term expires prior to the happening of the event described in subsection (b) below, a successor shall be elected for a like term.

(b) Within thirty (30) days after the time Class "A" Members, other than a builder holding title solely for purposes of development and sale, own fifty (50%) percent of the Units planned for the Property described in Exhibit "A", or whenever the Class "B" Member earlier determines, the Board shall be increased to five (5) directors. The Association shall call a special meeting to be held at which Class "A" Members shall elect two (2) of the five (5) directors, who shall serve as at-large directors. The remaining three (3) directors shall be appointees of the Class "B" Member, and shall serve at the pleasure of the Class "B" Member. The directors elected by the Class "A" Members shall not be subject to removal by the Class "B" Member acting alone and shall be elected for a term of two (2) years or until the happening of the event described in subsection (c) below, whichever is shorter. If such directors' terms expire prior to the happening of the event described in subsection (c) below, successors shall be elected for a like term.

(c) Within thirty (30) days after the termination of the Class "B" Control Period, the Association shall call a special meeting to be held at which Class "A" Members shall elect three (3) of the five (5) directors, who shall serve as at-large directors. The remaining two (2) directors shall



remain appointees of the Declarant and shall serve until the first annual meeting of the membership after the termination of the Class "B" Control Period. The directors elected by the Class "A" Members shall not be subject to removal by the Declarant acting alone and shall be elected for a term of one (1) year or until the happening of the event described in subsection (d) below, whichever is shorter. If such directors' terms expire prior to the happening of the event described in subsection (d) below, successors shall be elected for a like term.

(d) At the first annual meeting of the membership after the termination of the Class "B" Control Period and at each annual meeting of the membership thereafter, the directors shall be selected by vote of the membership. Each Class "A" Member shall be entitled to cast one (1) vote with respect to each vacancy to be filled.

At the expiration of the initial term of office of each member of the Board of Directors, a successor shall be elected to serve for a term of two (2) years. The Directors elected by the Members shall hold office until the Association has elected their respective successors. Directors may be elected to serve any number of consecutive terms.

Section 7. Removal of Directors and Vacancies. Any director elected by the Class "A" Members may be removed, with or without cause, by the vote of Class "A" Members representing a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. A director who was elected at large solely by the votes of Class "A" Members may be removed from office prior to the expiration of his or her term only by the votes of a majority of Class "A" Members. Upon removal of a director, the Class shall then and there elect a successor "A" Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

Any director elected by the Class "A" Members who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of any assessment or other charge due the Association for more than thirty (30) days may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term. In the event of the death, disability, or resignation of a director, the Board may declare a vacancy and it may appoint a successor.

B. Meetings

Section 8. Organization Meetings. The first meeting of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of the meeting shall be communicated to directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association or by a majority of directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (d) by telegram, charges prepaid. All such notices shall be given at the director's telephone number or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set up for the



meeting. Notices given by personal delivery, telephone, or telegraph shall be delivered, telephoned, or given to the telegraph company at least seventy-two (72) hours before the time set for the meeting.

Section 11. Waiver of Notice. The transactions of any meetings of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 12. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business, which might have been transacted at the meeting originally called, may be transacted without further notice.

Section 13. Compensation. No director shall receive any compensation from the Association for acting as such unless approved by Members representing a majority of the total vote of the Association at a regular or special meeting of the Association; provided, any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of other directors.

Section 14. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings.

Section 15. Open Meetings. Subject to the provisions of Section 16 of this Article, all meetings of the Board shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Member may speak.

Section 16. Action without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties

Section 17. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as directed by the Declaration, Articles, or these By-Laws to be done and exercised exclusively by the Members or the membership generally.

The Board of Directors shall delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.

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In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and shall be responsible for the following, in way of explanation, but not limitation:

- (a) Preparation and adoption of annual budgets in which there shall be established the contribution of each Owner to the Common Expenses;
- (b) Making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment; provided, unless otherwise determined by the Board of Directors, the annual assessment for each Unit's proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month;
- (c) Providing for the operation, care, upkeep, and maintenance of all of the Area of Common Responsibility;
- (d) Designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Area of Common Responsibility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (e) Collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;
- (f) Making and amending rules and regulations;
- (g) Opening of bank accounts on behalf of the Association and designating the signatories required;
- (h) Making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;
- (i) Enforcing by legal means the provisions of the Declaration, these By-Laws and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;
- (j) Obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;
- (k) Paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;
- (l) Keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;
- (m) Making available to any prospective purchaser of a Unit, any Owner of a Unit, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Unit, current copies of the Declaration, the Articles of Incorporation, the By-Laws, rules governing the Unit and all other books, records, and financial statements of the Association; and
- (n) Permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties.

Section 18. Management Agent.

- (a) The Board of Directors may employ for the Association a professional management agent or agents at compensation established by the Board of Directors to perform such duties and

services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these By-Laws, other than the powers set forth in subparagraphs (a), (b), (f), (g), and (i) of Section 17 of this Article. The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager.

(b) No management contract may have a term in excess of two (2) years and must permit termination by either party without cause and without termination fee on sixty (60) days' written notice.

Section 19. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) Accrual accounting as defined by generally accepted accounting principles, shall be employed;

(b) Accounting and controls should conform to generally accept accounting principles,

(c) Cash accounts of the Association shall not be commingled with any other accounts;

(d) No remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service, fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association;

(e) Any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;

(f) Commencing at the end of the month in which the first Unit is sold and closed, financial reports shall be prepared for the Association at least quarterly containing;

(i) An income statement reflecting all income and expense activity for the preceding period on an accrual basis;

(ii) A statement reflecting all cash receipts and disbursements for the preceding period;

(iii) A variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) A balance sheet as of the 31 day of the preceding period; and

(v) A delinquency report listing all Owners who are delinquent in paying the monthly installments of assessments at the time of the report and describing the status of any action to collect such installments which remain delinquent (A monthly installment of the assessment shall be considered to be delinquent on the fifteenth (15th) day of each month unless otherwise determined by the Board of Directors);

(g) An annual report consisting of at least the following shall be distributed to all Members within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. The annual report referred to above may be prepared on an audited or reviewed basis, as determined by the Board, by an independent public accountant; provided, during the Class "B" Control Period, the annual report shall include certified financial statements.

Section 20. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of maintenance, repair or restoration of the Area of Common Responsibility without the approval of the Members of the Association. The Board shall also have the power to borrow money for other purposes; provided, the Board shall obtain Member approval in the same manner provided in Article X, Section 4, of the Declaration for special assessments in the event that the proposed

borrowing is for the purpose of modifying, improving, or adding amenities and the total amount of such borrowing exceeds or would exceed five (5%) percent of the budgeted gross expenses of the Association for that fiscal year.

Section 21. Rights of the Association. With respect to the Area of Common Responsibility, and in accordance with the Articles of Incorporation and By-Laws of the Association, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, or cooperatives, and other owners or residents associations, both within and without the Properties. Such agreements shall require the consent of two-thirds (2/3) of all Directors of the Association.

The Association shall not be bound, either directly or indirectly, by any contract, lease, or other agreement (including any management contract) executed during Class "B" Control Period unless such contract, lease or other agreement contains a right of termination exercisable by either party without penalty at any time, with or without cause, upon not more than ninety (90) days notice to the other party.

Section 22. Enforcement. The Board shall have the power to impose reasonable fines against Owners or occupants, which shall be an assessment on the Unit, shall constitute a lien upon the property of the violating Owner, and may be collected in the same manner provided for the collection of assessments in Article X of the Declaration. The Board also shall have the authority to suspend an Owner's right to vote, or to use the Common Area, for violation of any duty imposed under the Declaration, these By-Laws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Unit. In the event that any occupant of the Unit violates the Declaration, By-Laws, or a rule or regulation and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, By-Laws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

- (a) **Notice.** Prior to imposition of any sanction hereunder, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than ten (10) days within which the alleged violator may present a written request to the Covenants Committee, if any, or Board of Directors for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.
- (b) **Hearing.** If a hearing is requested in a timely manner, the hearing shall be held in executive session affording the Owner a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if the officer, Director, or agent who delivered such notice enters a copy of the notice, together with a statement of the date and manner of delivery. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any imposed. The Board of Directors or the Covenants Committee, if any, may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ten- (10) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.
- (c) **Appeal.** Following a hearing before the Covenants Committee, if any, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, the manager,

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President, or Secretary of the Association within thirty (30) days must receive a written notice of appeal after the hearing date.

(d) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, these By-Laws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent possible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

ARTICLE IV

Officers

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer, to be elected from among the members of the Board. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. The Board of Directors may remove any officer whenever in its judgment the best interests of the Association will be served thereby.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 5. Resignation. Any officer may resign at any time given written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors.

ARTICLE V

Committee



Section 1. General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Section 2. Covenants Committee. In addition to any other committees which may be established by the Board pursuant to Section 1 of this Article, the Board of Directors may appoint a Covenants Committee consisting of at least three (3) and no more than five (5) members. Acting in accordance with the provisions in the Declaration, these By-Laws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Article III, Section 22 of these By-Laws.

ARTICLE VI

Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board of Directors. In the absence of such a resolution, the fiscal year shall be the calendar year.

Section 2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Tennessee law, the Articles of Incorporation, the Declaration, or these By-Laws.

Section 3. Conflicts. If there are conflicts between the provisions of Tennessee law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Tennessee law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

Section 4. Books and Records.

(a) Inspection by Members and Mortgagees. The Declaration and By-Laws, membership register, books of account, and minutes of meetings of the Members, the Board and committees shall be made available for inspection and copying by any Mortgagee, Member of the Association, or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within the Properties as the Board shall prescribe.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (i) Notice to be given to the custodian of the record;
- (ii) Hours and days of the week when such an inspection may be made; and
- (iii) Payment of the cost of reproducing copies of the documents requested

(c) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical property owner or controlled by the Association. The right of inspection by a Director includes the right to make extracts and a copy of relevant documents at the expense of the Association.



Section 5. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid:

- (a) If to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Member; or
- (b) If to the Association, the Board of Directors, or the managing agent, at the principal office of the Association of the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

Section 6. Amendment. Prior to the conveyance of the first Unit, Declarant may unilaterally amend this By-Laws. After such conveyance, the Declarant may unilaterally amend these By-Laws so long as it shall remain a Class "B" member and so long as the amendment has no material adverse effect upon any right of any Owner; thereafter and otherwise, these By-Laws may be amended only by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Class "A" Members representing seventy-five (75%) percent of the total votes of the Association, and the written approval of the Class "B" Member, so long as the Class "B" membership exists. So long as the Class "B" membership exists, any amendment to these By-Laws shall also require the written consent of the U. S. Veterans Administration ("VA") if the VA has guaranteed the Mortgage on any Unit. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. No amendment shall be effective until recorded in the public records of Williamson County and Davidson County, Tennessee.

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CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Winfield Park Homeowners Association, Inc., a Tennessee Corporation;

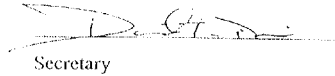
That the foregoing By-Laws constitute the original By-Laws of said Association, as

Duly adopted at a meeting of the Board of Directors thereof held on the 15th day of

September, 1978.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of

Said Association this 15th day of September, 1978.


Secretary

PICK-UP

1175 09/15 0101 03CHECK 158.00

98 SEP 15 PM 3:27
FELIX Z. JAMES II REGISTER
DAVIDSON COUNTY, TN.

0488217
IDENTIF. & REFERENCE

Covenants, Conditions and Restrictions



Declaration of Covenants, Conditions, and Restrictions for Winfield Park Homeowners Association, Inc.

OUTLINE of Declaration of Covenants, Conditions, and Restrictions

- I. Definitions
 - 1. Area of Common Responsibility
 - 2. Articles of Incorporation
 - 3. Association
 - 4. Base Assessment
 - 5. By-Laws
 - 6. Class B Control Period
 - 7. Common Area
 - 8. Common Expenses
 - 9. Additional Maintenance Area
 - 10. Community-Wide Standard
 - 11. Declarant
 - 12. Member
 - 13. Mortgage
 - 14. Mortgagee
 - 15. Mortgagor
 - 16. Owner
 - 17. Person
 - 18. Properties
 - 19. Special Assessment
 - 20. Supplemental Declaration
 - 21. Unit
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- III. Membership and Voting Rights
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 - 1. Association's Responsibility
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- V. Insurance and Casualty Losses
 - 1. Insurance
 - 2. Individual Insurance
 - 3. Damage and Destruction
 - 4. Disbursement of Proceeds
 - 5. Repair and Reconstruction
- VI. No Partition
- VII. Condemnation
- VIII. Annexation of Additional Property
- IX. Rights and Obligations of the Association
 - 1. Common Area



Declaration of Covenants, Conditions, and Restrictions for Winfield Park Homeowners Association, Inc.

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3. Personal Property and Real Property for Common Use
4. Rules and Regulation
5. Implied Rights
- X. Assessments
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 2. Computation of Base Assessment
 3. Special Assessments
 4. Lien for Assessments
 5. Capital Budget and Contribution
 6. Date of Commencement of Annual Assessments
 7. Subordination of the Lien to First Mortgages
 8. Capitalization of Association
- XI. Architectural Standards
 1. Size of Residences
 2. New Construction
 3. Architectural Review Committee
 4. No Waiver of Future Approvals
 5. Variance
- XII. Use Restrictions
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 3. Occupants Bound
 4. Animals and Pets
 5. Nuisance
 6. Unsightly or Unkempt Conditions
 7. Infection, Plant Diseases or Insects
 8. Antennas
 9. Basket balls Equipment, Clothes lines, Garbage Cans, Tanks etc.
 10. Subdivision of Unit
 11. Guns
 12. Swimming Pools
 13. Tents, Trailers and Temporary Structures
 14. Drainage and Septic Systems
 15. Tree Removal
 16. Sight Distance at Intersections
 17. Utility Lines
 18. Air Conditioning Units
 19. Lighting
 20. Artificial Vegetation, Exterior Sculpture, and Similar Items
 21. Mailboxes
 22. Energy Conservation Equipment

Declaration of Covenants, Conditions, and Restrictions for Winfield Park Homeowners Association, Inc.

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- 24. Occupancy Before Completion
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- 28. Parks
- 29. Fences
- 30. Business Use
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 - 2. Amendment
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COPY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINFIELD PARK

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, is made this 15th day of September 1998, by Danco Property Investments, L.L.C., a Tennessee-based

Limited Liability Company, hereinafter sometimes referred to as the "Declarant":

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference. Declarant intends by this Declaration to impose upon the Properties (as defined herein) mutually beneficial restrictions under a general plan of improvement for the This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, is made benefit of all owners of residential property within the Properties, and the entire subdivision is made subject to this Declaration and amendments thereto by the recording of this Declaration. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Properties, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Properties as are now or may hereafter be subjected to this Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the Properties described in Exhibit "A" and any additional property as is hereafter subjected to this Declaration by Supplemental Declaration (as defined herein) shall be held, transferred, sold, and conveyed subject to the following easements, restrictions, covenants and conditions which shall run with the real property. Such easements, restrictions, covenants and conditions are for the purpose of protecting the value and desirability of the Properties, and shall bind and benefit those having any right, title, or interest in the described Properties or any part thereof, then heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof. This Declaration does not and is not intended to create a condominium within the meaning of the Tennessee Horizontal Property Act, Tenn. Code Ann. 64.2701, ET seq.

ARTICLE I

Definitions

Section 1. "Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, which by the terms of this Declaration or by contract becomes the responsibility of the Association. The office of any property manager employed by or contracting with the Association, if located on the Properties or any public rights-of-way within or adjacent to the Properties, may be part of the Area of Common Responsibility.

Section 2. "Articles of Incorporation" or "Articles" shall mean and refer to the Articles of Incorporation of Winfield Park Homeowners Association, Inc., as filed with the Secretary of State of the State of Tennessee.

Section 3. "Association" shall mean and refer to Winfield Park Homeowners Association, Inc., a Tennessee non-profit corporation, its successors or assigns. The "Board of Directors" or "Board" shall be the elected body having its normal meaning under Tennessee corporate law and shall be responsible for managing the affairs of the Association.

Section 4. "Base Assessment" shall mean and refer to assessments levied against all Units in the Properties to fund Common Expenses.



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Section 5. "By-Laws" shall mean and refer to the By-Laws of Winfield Park Homeowners Association, Inc., attached hereto as Exhibit "B" and incorporated herein by reference, as they may be amended from time to time.

Section 6. "Class "B" Control Period" shall mean and refer to the period of time during which the Declarant, as the Class "B" Member, is entitled to appoint at least a majority of the members of the Board of Directors, as provided in Article III, Section 2(b), of the Declaration, and Article III, Section 2 of the By-Laws.

Section 7. "Common Area" shall mean all real and personal property, and any improvements on the real property, which the Association now or hereafter owns or otherwise holds for the common use and enjoyment of all Owners. The initial Common Area shall be conveyed to the Association prior to the conveyance of a Unit to any Unit purchaser other than a builder or developer holding title for the purpose of development and resale. Common Area shall also be known as "Common Open Space".

Section 8. "Common Expenses" shall mean and include the actual and estimated expenses incurred by the Association for the general benefit of all Unit Owners, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation of the Association.

Section 9. "Additional Maintenance Area" shall not include the yards or landscaping for any Units. It shall include the entrance landscaping.

Section 10. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined by the Board of Directors and the New Construction Committee.

Section 11. "Declarant" shall mean and refer to Danco Property Investments, Inc., a Tennessee Limited Liability Company, or its successors, successors-in-title or assigns who take title to any portion of the property described on Exhibit "A" for the purpose of development and sale and who are designated as the Successor Declarant hereunder in a recorded instrument executed by the immediately preceding Declarant.

Section 12. "Member" shall mean and refer to a Person entitled to membership in the Association, as provided herein.

Section 13. "Mortgage" shall mean and refer to a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed.

Section 14. "Mortgagee" shall mean and refer to a beneficiary or holder of a Mortgage.

Section 15. "Mortgagor" shall mean and refer to any Person who gives a Mortgage.

Section 16. "Owner" shall mean and refer to one (1) or more Persons or entities, including the Declarant, who hold the record title to any Unit which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a recorded contract of sale, and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the Owner.

Section 17. "Person" shall mean a natural person, a corporation, a partnership, trustee, or other legal entity.

Section 18. "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto, together with such additional property as is hereafter subjected to this Declaration by Supplemental Declaration.

Section 19. "Special Assessment" shall mean and refer to assessments levied in Accordance with Article X, Section 3 of this Declaration.

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Section 20. "Supplemental Declaration" shall mean an amendment or supplement to this Declaration which subjects additional property to this Declaration or imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or both.

Section 21. "Unit" shall mean a portion of the Properties, whether developed or undeveloped, intended for development, use and occupancy as a detached residence for a single family. The term shall include all portions of the lot owned, including any structure thereon.

In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to contain the number of Units planned for such parcel until such time as a certificate of occupancy is issued on all or a portion thereof by the local government entity having jurisdiction, after which the portion designated in the certificate of occupancy shall constitute a separate Unit or Units as determined above and the number of Units on the remaining land, if any, shall continue to be determined in accordance with this paragraph.

ARTICLE II

Property Rights

Every Owner shall have a right and easement of enjoyment in and to the Common Area, subject to this Declaration as it may be amended from time to time and to any restrictions or limitations contained in any deed conveying such property to the Association. Any Owner may delegate his or her right of enjoyment to the members of his or her family, tenants and social invitees, as applicable, subject to reasonable regulation by the Board and in accordance with procedures it may adopt. An Owner who leases his or her Unit shall be deemed to have delegated all such rights to the Unit's lessee. Declarant reserves the right to amend this Declaration unilaterally at any time, without prior notice and without the consent of any Person, for the purpose of removing certain portions of the Properties then owned by the Declarant or its affiliates or the Association from the provisions of this Declaration to the extent originally included in error or as a result of any changes whatsoever in the plans for Winfield Park desired to be effected by the Declarant, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for Winfield Park.

ARTICLE III

Membership and Voting Rights

Section 1. Membership. Every Owner, as defined in Article I, shall be deemed to have a mandatory membership in the Association.

No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Unit owned. In the event the Owner of a Unit is more than one (1) Person, votes and right for use and enjoyment shall be as provided herein. The rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the By-Laws. The membership rights of a Unit owned by a corporation or partnership shall be exercised by the individual designated by the Owner in a written instrument provided to the Secretary, subject to the provisions of this Declaration and the By-Laws.



Section 2. Voting The Association shall have two (2) classes of membership, Class "A" and Class "B", as follows:

(a) Class "A" Class "A" Members shall be all owners with the exception of the Class "B" Members, if any.

Class "A" Members shall be entitled to one (1) equal vote for each Unit in which they hold the interest required for membership under Section 1 hereof; there shall be only one (1) vote per Unit.

In any situation in which more than one (1) Person holds the interest in a Unit required for membership, the vote for such Unit shall be exercised as those Persons determine among themselves and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the Unit's vote shall be suspended if more than one (1) Person seeks to exercise it.

(b) Class "B" Class "B" Members shall be the Declarant and any successor to the Declarant who takes title for the purpose of development and sale and who is designated as such in a recorded instrument executed by Declarant or its successor. The rights of the Class "B" Member, including the right to approve actions taken under this Declaration by the By-Laws, are specified elsewhere in the Declaration and the By-Laws. The Class "B" Member shall be entitled to, in its sole discretion, appoint the members of the Board of Directors during the Class "B" Control Period, subject only to Article III, Section 6, of the By-Laws. For a period of one (1) year after the date of termination of the Class "B" Control Period the Declarant shall have the right to participate in the decision-making process and the right to disapprove all actions of the Board of Directors and any committee as provided in Article III, Section 3, of the By-Laws. The Class "B" Control Period shall terminate, and the Class "B" membership shall terminate and become converted to Class "A" membership, upon the earlier of:

(i) when seventy-five (75%) percent of the Units planned for the property described in Exhibit "A" of the Declaration have certificates of occupancy issued thereon and have been conveyed to Persons other than the Declarant or builders holding title solely for the purpose of development and sale;

(ii) January 1, 2010; or

(iii) when, in its discretion, the Class "B" Member so determines. Notwithstanding any provisions to the contrary contained in this Declaration or the By-Laws, during the Class "B" Control Period, any action, policy or program of the Association requiring approval by the vote of the Members of the Association shall not be taken or adopted until also approved in writing by the Class "B" Member.

ARTICLE IV

Maintenance

Section 1. Association's Responsibility. The Association shall maintain and keep in good repair the Area of Common Responsibility, such maintenance to be funded as hereinafter provided, subject to any insurance then in effect. This maintenance shall include, but need not be limited to, maintenance, repair, and replacement of all landscaping and other flora, structures, and improvements situated upon the Common Areas. Maintenance may also include such portions of any additional property included within the Area of Common Responsibility as may be dictated by this Declaration, or by a contract or agreement for maintenance thereof by the Association.



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Except as otherwise specifically provided herein, all costs associated with the maintenance, repair and replacement of Common Areas shall be a Common Expense to be allocated among all Units as part of the Base Assessment.

The association may maintain property which it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

Section 2. Owner's Responsibility. Each Owner shall maintain his or her Unit and all structures, exterior surfaces of the Unit, parking areas, fences and other improvements comprising the Unit in a manner consistent with the Community-Wide Standard and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to the Association. If any Owner fails properly to perform his or her maintenance responsibility, the Association may perform it and assess all costs incurred by the Association against the Unit and the Owner thereof, in accordance with Article X, Section 4 of this Declaration; except, however, when entry is required due to an emergency situation. In that instance, Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry.

ARTICLE V

Insurance and Casualty Losses

Section 1. Insurance. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if reasonably available, for all insurable improvements on the Common Area. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred (100%) percent of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

In addition to casualty insurance on the Common Area, the Association may, but shall not under any circumstances be obligated to, obtain and continue in effect adequate blanket all-risk casualty insurance, if reasonably available, and if not reasonably available, fire and extended coverage, in such form as the Board of Directors deems appropriate for one hundred (100%) percent of the replacement cost of all structures located on Units.

The Board shall also obtain a public liability policy covering the Common Area, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a One Million (\$1,000,000.00) Dollar single person limit as respects bodily injury and property damage, a Three Million (\$3,000,000.00) Dollar limit per occurrence, if reasonably available, and a Five Hundred Thousand (\$500,000.00) Dollar minimum property damage limit.

Premiums for all insurance shall be Common Expenses of the Association and shall be included in the Base Assessment, as defined in Article I and as more particularly described in Article X, Section 1. The policy may contain a reasonable deductible, and, in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be liable for the loss of repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

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All insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for the respective benefited parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in Tennessee which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.

(b) All policies shall be for the benefit of the Association and its Members and their Mortgagees, as their interests may appear.

(c) Exclusive authority to adjust losses under policies obtained by the Association on the Properties shall be vested in the Association's Board of Directors provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees.

(e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Davidson County, Tennessee, area.

(f) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners, and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(iii) a statement that no policy may be canceled, invalidated, suspended, or subject to nonrenewal on account of the actions of any one or more individual Owners;

(iv) a statement that no policy may be canceled, invalidated, suspended, or subject to nonrenewal on account of the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or Mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or non-renewal.

In addition to the other insurance required by this Section, the Board shall obtain, as a common expense, worker's compensation insurance, if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, a fidelity bond or bonds on directors, officers, employees, and other Persons handling or responsible for the Association's funds, if reasonably available, and flood insurance, if required. The amount of fidelity coverage shall be determined in the directors' best business judgment but, if reasonably available, may not be less than three (3) months' assessments on all Units, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty-(30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

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Section 2. Individual Insurance. By virtue of taking title to a Unit subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on the Unit(s) and structures constructed thereon meeting the same requirements as set forth in Section 1 of this Article V for insurance on the Common Area, unless the Association carries such insurance (which they are not obligated to do hereunder). Each Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction of structures comprising his Unit, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article XI of this Declaration. The Owner shall pay any costs of repair or reconstruction, which is not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Unit of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Owner shall continue to maintain the Unit in a neat and attractive condition consistent with the Community-Wide Standard.

Section 3. Damage and Destruction.

(a) Immediately after damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with filing and adjusting all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

(b) Any damage or destruction to the Common Area shall be repaired or reconstructed unless the Members representing at least seventy-five (75%) percent of the total vote of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either 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 of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available, provided, however, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Area shall be repaired or re-constructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Properties shall be restored to their natural state and maintained by the Association in a neat and attractive condition consistent with the Community-Wide Standard.

Section 4. Disbursement of Proceeds. If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as herein provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Area shall be retained by and for the benefit of the Association and placed in a capital improvement account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

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Section 5. Repair and Reconstruction. If the damage or destruction of the Common Area is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against all Owners on the same basis as provided for Base Assessments. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE VI

No Partition

Except as is permitted in the Declaration or amendments thereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in the Properties or any part thereof seek any judicial partition unless the Properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property, which may or may not be subject to this Declaration.

ARTICLE VII

Condemnation

Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Members representing at least two-thirds (2/3) of the total Association vote and the Declarant, as long as the Declarant owns any property described on Exhibit "A") by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant, so long as the Declarant owns any property described in Exhibit "A" of seventy-five (75%) percent of the total vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.



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ARTICLE VIII

Annexation of Additional Property

As the Owner thereof, Declarant shall not have the right to make any property, other than that described in Exhibit "A" subject to this Declaration.

ARTICLE IX

Rights and Obligations of the Association

Section 1. Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including, without limitation, furnishings and equipment related thereto and common landscaped areas), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof and consistent with the Community-Wide Standard.

Section 2. Additional Maintenance Obligation. In addition to those duties of the Association as set forth in Section 1 above, the Association may provide each unit owner with yard maintenance, and other landscaping maintenance as may be agreed upon from time to time. The Association acting by and through its Board of Directors, shall have the power and authority to contract for the lawn maintenance, cultivation, and weed control of each unit. If the Association elects to provide for such services, it shall be mandatory that the owners of each unit utilize said services and provide access to their premises for the performance of lawn maintenance. The entire cost of the lawn maintenance under Section 1 and 2 of this article shall be divided and paid equally among all of the Unit owners.

Section 3. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within the Properties conveyed to it by the Declarant.

Section 4. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines and suspension of the right to vote and the right to use the recreational facilities. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided by the By-Laws of the Association.

The Association, acting through the Board by contract or other agreement, shall have the right to enforce county ordinances or permit Davidson County, Tennessee, to enforce ordinances on the Properties for the benefit of the Association and its Members.

Section 5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or by the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE X

Assessments



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Section 1. Creation of Assessments. There are hereby created assessments for Association expenses as may from time to time specifically be authorized by the Board of Directors to be commenced at the time and in the manner set forth in Section 7 of this Article. There shall be two (2) types of assessments: (a) Base Assessments to fund Common Expenses for the benefit of all Members of the Association; and (b) Special Assessments as described in Section 4 below.

Base Assessments shall be levied equally on all Units. Special Assessments shall be levied as provided in Section 3 below. Each Owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and agree to pay these assessments.

All assessments, together with interest at a rate not to exceed ten (10%) percent or the highest rate allowed by Tennessee law as computed from the date the delinquency first occurs, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each 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 Unit at the time the assessment arose, but his or her grantee shall not be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance unless the obligation is expressly assumed by them. No first Mortgagee who obtains title to a Unit pursuant to the remedies provided in the Mortgage shall be liable for unpaid assessments which accrued prior to acquisition of title.

The Association shall, upon demand at any time, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid as to any particular Unit. Such certificate shall be conclusive evidence of payment to the Association of such assessment therein stated to have been paid. The Association may require the advance payment of a processing fee not to exceed Fifty (\$50.00) Dollars for the issuance of such certificate.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual Base Assessment for delinquents, including Owners delinquent in the payment of fines imposed in accordance with Article III, Section 22, of the By-Laws. Unless the Board otherwise provides, the Base Assessment shall be paid in monthly installments.

No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Areas or abandonment of the Unit. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessment or setoff shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or to perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Until such time as the Declarant elects to be obligated for a unit share of the Association expenses times the number of units owned by Declarant, the following shall apply: unless assessments have commenced, pursuant to Section 7 below, on all Units subject to this Declaration as of the first day of any fiscal year, the Declarant shall be obligated for the difference between the amount of assessments levied on all Units subject to assessment and the amount of actual expenditures required to operate the Association during the fiscal year. This obligation may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of these.

The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of these services or materials or a combination of services and materials with Declarant or other entities for the payment of some portion of the Common Expenses.

Section 2. Computation of Base Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a budget covering the estimated Common Expenses of the Association during the coming year. The budget may include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared. The Base Assessment to be levied for the coming year against each Unit subject to assessment under Section 7 below shall be computed by dividing the budgeted Common Expenses by the total number of Units subject to assessment as of sixty (60) days before the end of the current fiscal year. The Board shall cause a copy of the Common Expense budget and notice of the amount of Base Assessment to be levied against each Unit for the following year to be delivered to each Owner at least thirty (30) days prior to the beginning of the fiscal year. Such budget and assessment shall become effective unless disapproved at a meeting of the members by the vote of Members representing at least a majority of the total Class "A" vote in the Association, and by the Class "B" Member, if such exists. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in Article II, Section 4, of the By-Laws.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately pre-ceding year shall continue for the current year.

Section 3. Special Assessments. In addition to the assessments authorized in Section 1 of this Article, the Association may levy a Special Assessment or Special Assessments from time to time; provided, such assessment shall have the affirmative vote or written consent of Members representing at least fifty-one (51%) percent of the total vote in the Association and the written consent of the Class "B" Member, if such exists. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determine.

The Board may also levy a Special Assessment against any Member, without the necessity of a vote of the Members, to reimburse the Association for costs incurred in bringing a Member and his Unit into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the By-Laws, the Association rules, and any applicable governmental ordinances, which Special Assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing.

Section 4. Lien for Assessments. Upon recording of a notice of lien on any Unit, there shall exist a perfected lien for unpaid assessments prior and superior to all other liens except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure.

The Association, acting on behalf of the Owners, shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Unit is owned by the Association following foreclosure, (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be assessed or levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid common expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

Section 5. Capital Budget and Contribution. The Board of Directors may annually prepare a capital budget to take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board may set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the

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Association, as shown on the capital budget, with respect both to amount and timing by annual assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the Board and included within and distributed with the budget and assessment, as provided in Section 2 of this Article.

Section 6. Date of Commencement of Annual Assessments. The assessments provided for herein shall commence as to all Units upon conveyance of the first Unit to a person other than a builder or developer holding title solely for purposes of development and/or resale. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessments shall be adjudged according to the number of days remaining in the fiscal year at the time assessments commence on the Unit.

Section 7. Subordination of the Lien to First Mortgages. The lien of assessments, including interest, late charges (subject to the limitations of Tennessee law), and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Unit. The sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to judicial or noncommittal foreclosure of a first Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from lien rights for any assessments thereafter becoming due. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Unit obtains title pursuant to remedies under the Mortgage, its successors and assigns shall not be liable for the share of the common expenses or assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquire. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from Owners of all the Units, including such acquirer, its successors and assigns.

Section 8. Capitalization of Association. Upon acquisition of record title to a Unit by the first purchaser thereof other than the Declarant or an owner who purchases solely for the purpose of constructing a dwelling thereon for resale, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to one-sixth (1/6) of the amount of the annual Base Assessment per Unit for that year as determined by the Board. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use to cover operating expenses and other expenses incurred by the Association pursuant to the terms of this Declaration and the By-Laws.

Section 9. Exempt Property. Notwithstanding anything to the contrary herein, all Common Area shall be exempt from payment of Base Assessments and Special Assessments.

ARTICLE XI

Architectural Standards

The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in Sections 1 and 2 of this Article XI. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land subject to this Declaration or subject to annexation to this Declaration.



No construction, which term shall include within its definition staking, clearing, excavation, grading, and other site work, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements thereof have been fully met, and until the approval of the appropriate committee has been obtained.

Section 1. Size of Residences. The minimum living area of any residence constructed on any lot, exclusive of basements, garages, carports, porches, breezeways, terraces, and similar appurtenances shall be as follows:

- (a) A one-story residence shall have a minimum of 2,500 square feet, excluding garage, basement, crawl space, breezeways, terraces, and similar appurtenances.
- (b) A one-story residence with full basement shall have a minimum of 2,500 square feet, excluding garage, basement, breezeways, terraces, and similar appurtenances.
- (c) A one and one-half story residence shall have a minimum of 2,500 square feet, excluding garage, basement, crawl space, breezeways, terraces, and similar appurtenances.
- (d) A two-story residence shall have a minimum of 2,500 square feet, excluding garage, basement, crawl space, breezeways, terraces, and similar appurtenances.
- (e) **Exterior Materials to be Used.** The exterior portion of a residence must be of brick in the following areas: the front and sides of the house, excluding gable areas, windows, doors, soffit and other trim areas, where siding is allowed. All residences must be at least sixty percent (60%) brick, excluding doors and windows. The exterior material must be at grade level or as close to grade level as possible.

Section 2. New Construction Committee. The New Construction Committee ("NCC") shall have exclusive jurisdiction over all original construction on any portion of the Properties. The NCC shall prepare and, on behalf of the Board of Directors, shall promulgate design and development guidelines and application and review procedures. Copies shall be available from the New Construction Committee for review. The guidelines and procedures shall be those of the Association, and the NCC shall have sole and full authority to prepare and to amend the guidelines and procedures. It shall make the guidelines and procedures available to Owners, builders, and developers who seek to engage in development of or construction upon all or any portion of the Properties and such Owners, builders and developers shall conduct their operations strictly in accordance therewith. Until one hundred (100%) percent of the Properties have been developed and conveyed to purchasers in the normal course of development and sale, the Declarant retains the right to appoint all members of the NCC, which shall consist of at least three (3), but no more than five (5), persons. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members of the NCC in the same manner as provided in Section 3 of this Article for the Architectural Review Committee ("ARC").

Section 3. Architectural Review Committee. The Board of Directors may appoint an Architectural Review Committee ("ARC") to consist of at least three (3) and no more than five (5) members, all of whom shall be appointed by the Board of Directors. The ARC, if established shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Units or structures containing Units and the open space, if any, appurtenant thereto.

The Architectural Review Committee shall promulgate detailed standards and procedures governing its areas of responsibility and practice, consistent with the guidelines and procedures of the NCC. In addition thereto, the following shall apply. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the ARC for approval as to quality of workmanship and design and as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to repaint in accordance with an

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originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his Unit, or to paint the interior of his Unit any color desired. In the event that the ARC fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved.

Section 4. No Waiver of Future Approvals. The approval of either the NCC or ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

Section 5. Variance. The NCC may authorize variances from compliance with any of the provisions of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) stop the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

ARTICLE XII

Use Restrictions

The Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, offices for any property manager retained by the Association or business offices for the Declarant or the Association) as may more particularly be set forth in this Declaration or amendments hereto.

The Association, acting through its Board of Directors, shall have the authority to make and to enforce standards and restrictions governing the use of the Properties, in addition to those contained herein, and to impose reasonable user fees for use of Common Area facilities. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, canceled or modified in a regular or special meeting of the Association by the vote of Members representing a Majority of the total Class "A" votes in the Association and with the consent of the Class "B" Member, so long as such membership shall exist.

Section 1. Signs and Billboards. No sign or billboard of any kind shall be displayed to the public view or any Residential Lot or portion of the Common Area, except for (1) directional or informational signs, established by Declarant or the Association, (2) signs used by Declarant, or by its successors or assigns, to advertise the Properties, provided such signs are located on the Common Area or on Residential Lots owned by Declarant and (3) a single sign not in excess of four (4) square feet per side erected by an Owner or an Owner's agent upon that Owner's Residential Lot for the sole and exclusive purpose of advertising the sale or lease of that Unit upon which it is erected.

Section 2. Parking and Garages. Each residence must have at least a single-car garage, attached to the residence, or provisions for at least a single-car garage in the basement and the entrance may be to the side, rear, or front of the residence. Vehicles shall be parked only in the garages or in the driveways, if any, serving the Units or in appropriate spaces or designated areas in which parking may or may not be assigned and then subject to such reasonable rules and regulations as the Board of

Directors may adopt. No more than two (2) vehicles may be parked in any driveway. No parking shall be permitted on any street, except temporarily for social gatherings or other functions held in a Unit as may be approved by the Board. Commercial vehicles, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked for a period of up to forty-eight (48) hours to accommodate or allow owners time to find other storage or parking space, other than the Winfield Park community. Garage doors shall remain closed except when garage is in use.

Section 3. Occupants Bound. All provisions of the Declaration, By-Laws and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests, and invitees of any Unit.

Section 4. Animals and Pets. No animals, reptiles, rodents, livestock, birds, fish or poultry of any kind shall be raised, bred, or kept on any portion of the Properties, except that dogs, cats, or other usual and common household pets not to exceed a total of two (2) may be permitted in a Unit. However, those pets which are permitted to roam free, or, in the sole discretion of the Association, which endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or the owner of any portion of the Properties shall be removed upon request of the Board; if the owner fails to honor such request, the pet may be removed by the Board and turned over to the appropriate agency for keeping or disposal. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs which are household pets, or any dog allowed outside a unit, shall at all times be confined on a leash held by and under the physical control of a responsible person. No dog runs are allowed. In any event, each Owner shall be absolutely liable to all remaining Owners, their families, guests, invitees, and tenants and to the Association for any and all damage to person or property caused by any pets brought to their unit by any member of his family, guests, or invitees.

Section 5. Nuisance. No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Properties. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of Properties.

Section 6. Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Unit. 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, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties.

Section 7. Infections, Plant Diseases or Insects. No Owner shall permit any thing or condition to exist upon any portion of such Owner's Residential Lot that shall induce, breed, or harbor infections, plant diseases, vermin, or noxious insects.

Section 8. Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Properties, including any Unit, without the prior written consent of the Board or its designee. The Declarant and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna or cable system for the benefit of all or

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a portion of the Properties, should any such master system or systems be utilized by the Association and require any such exterior apparatus.

Section 9. Basketball Equipment, Clotheslines, Garbage Cans, Tanks etc. No basketball hoops and backboards, clotheslines, above-ground tanks, and other similar items shall be placed, allowed, or maintained upon any portion of the Properties, including any Unit. All garbage cans shall be located or screened so as to be concealed from the view of neighboring Units, streets, and property located adjacent to the Unit, except that garbage cans may be placed at curbside on days designated for trash pick-up for that particular Unit. All rubbish, trash, and garbage shall be regularly removed from the Properties and shall not be allowed to accumulate thereon.

Section 10. Subdivision of Unit. No Unit shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association. Declarant, however, hereby expressly reserves the right to re-plat any Unit or Units owned by Declarant. Any such division, boundary line change, or re-platting shall not be in violation of the applicable subdivision and zoning regulations.

Section 11. Guns. The discharge of firearms within the Properties is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types.

Section 12. Swimming Pools. Swimming pools below ground level for the use of residence occupants and their guests may be constructed on lots provided that: (1) the location, plans and specifications thereof are approved by the Developer, (2) all applicable laws, ordinances, rules and regulations of governmental agencies are complied with, and all necessary governmental permits are obtained; and (3) such construction is not commenced until after construction of the residence has begun. Should a residence become vacant, that is, not occupied for residential purposes, the owner shall see that the pool is drained and kept drained during the period of such non-occupancy, so as to prevent health and safety hazards. Aboveground pools are prohibited on the Properties. (Not withstanding the above paragraph, no pools shall be allowed in the Winfield Park subdivision).

Section 13. Tents, Trailers, and Temporary Structures. Except as may be permitted by the NCC during initial construction within the Properties, no tent, utility, shed, shack, trailer, camper, or other boat equipment, or structure of a temporary nature shall be placed upon a Unit or any part of the Properties. Declarant or its agents shall have the right to conduct any business necessary for the sale of Residential Units, including showing model units and maintaining a sales and/or construction office on the Common Area or in any Residential lots owned by Declarant. In furtherance thereof, Declarant shall have an easement over all of the Common Area for ingress, egress, and parking for itself, its agents, employees, and prospective buyers of Residential Lots for so long as Declarant or any subsidiary or affiliated company owns any interest in the Properties.

Section 14. Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No person other than Declarant may obstruct or rechannel the drainage flows after location and perpetual easement across the Properties for the purpose of altering drainage and water flow. Septic systems are prohibited on the Properties.

Section 15. Tree Removal. Except as may be permitted by the NCC during initial construction within the Properties, no trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, and no trees may be added, unless approved in accordance with Article XI of this Declaration.

Section 16. Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 17. Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Properties, except for temporary lines as required during construction and high voltage lines if required by law or for safety purposes.

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Section 18. Air Conditioning Units. Except as may be permitted by the Board or its designee, no window air conditioning units may be installed in any Unit.

Section 19. Lighting. Except for seasonal Christmas decorative lights, which may be displayed between December 1 and January 10 only, all exterior lights must be approved in accordance with Article XI of this Declaration.

Section 20. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Properties. Exterior sculpture, fountains, flagpoles, flags, and similar items must be approved in accordance with Article XI of this Declaration.

Section 21. Mailboxes. All mailboxes shall satisfy applicable postal regulations and shall conform to specifications established by the Declarant or the Architectural Review Committee.

Section 22. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the appropriate committee pursuant to Article XI hereof.

Section 23. Driveways and Sidewalks. All driveways and turnaround areas shall be paved with concrete, asphalt, or approved equal. Sidewalks within street right of ways shall be concrete.

Section 24. Occupancy Before Completion. No Residential Unit shall be occupied until the construction thereof has been completed in accordance with the plans and specifications as approved by Declarant or the NCC except with reference to (1) final grading, planting, sidewalks, walkways and retaining walls, which items shall be finished with sixty (60) days after day of occupancy; and (2) patios and paved driveways which shall be completed within nine (9) months from date of occupancy. (The Declarant may waive portions of the above for special conditions).

Section 25. Reasonable Inspection. During reasonable hours, any member or representative of the Board shall have the right to enter upon and inspect any portion of the Properties and the improvements thereon for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with. Such Persons shall not be deemed guilty of trespass by reason of such entry, provided 24 hours' prior written notice has been given to the Owner of any Residential Unit entered upon.

Section 26. Additional Use Restrictions. The Board of Directors shall be entitled to invoke additional rules and regulations from time to time for the operation, use, and maintenance of the Properties, including Common Area, provided such rules and regulations are not inconsistent with this Declaration.

Section 27. Leasing of Units.

(a) Definition. "Leasing" for purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

(b) General. Units may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Units or assignment of leases unless prior written approval is obtained from the Board of Directors. No transient tenants may be accommodated in a Unit. All leases shall be in writing and shall be for an initial term of no less than six (6) months, except with the prior written consent of the Board of Directors. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Unit Owner within ten (10) days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, By-Laws, and the rules and regulations.

(c) Compliance with Declaration, By-Laws and Rules and Regulations. Every Owner shall cause all occupants of his or her Unit to comply with the Declaration, By-Laws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto.

Section 28. Parks. Any park or other areas or equipment furnished by the Association or erected within the Properties, if any, shall be used at the risk of the user, and the Association shall not be held liable to any person for any claim, damage, or injury occurring thereon or related to use thereof.

Section 29. Fences. Fences may be permitted as part of any pre-designed construction plan for Units and thereafter, as may be permitted by the ARC or "Developer" or their assigns in accordance with Article XI of the Declaration. No dog runs, animal pens shall be permitted. No chain link or similar type of fencing will be allowed.

No fence shall be erected on any lot or building site closer to the street than the front corners of the house, and on corner lots, the front setback requirements on both streets shall apply. No fence will be permitted that is over six (6) feet in height. Fences will be allowed to property line on models only. All fence specifications and location must be submitted to "Developer" or their assigns for written approval or disapproval. Developer's sole and absolute discretion shall govern.

Section 30. Business Use. No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit 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 Unit; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve persons coming onto the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Unit in accordance with Section 23 of this Article shall not be considered a trade or business within the meaning of this section.

ARTICLE XIII

General Provisions

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Properties subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

Section 2. Amendment. Prior to the conveyance of the first Unit, Declarant may unilaterally amend this Declaration. After such conveyance, the Declarant may amend this Declaration so long as it has voting rights as a Class "B" Member, provided that the amendment has no material adverse effect upon any right of any Owner; thereafter and otherwise, this Declaration may be amended only by the affirmative vote (in person or by alternate) or written consent, or any combination thereof, of Members representing seventy-five (75%) percent of the total votes of the Association, and the written approval of the Class "B" Member so long as the Class "B" Membership exists. So long as the Class "B" membership exists, any amendment to this Declaration shall also require the written consent of the U. S. Veterans Administration ("VA") if the VA has guaranteed the Mortgage on any Unit. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the public records of Davidson County, Tennessee.

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

Section 3. Indemnification. The Association shall indemnify every officer, director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being, or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 4. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association his or her right of enjoyment to the Common Area and facilities to the members of his or



her family, tenants, and social invitees, subject to such rules and regulations as the Board of Directors may adopt.

Section 5. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Unit and such portion or portions of the Common Area adjacent thereto or as between adjacent Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary between each Unit and the adjacent portion of the Common Area or as between said adjacent Units, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, tenant, or the Association.

Section 6. Easements for Utilities, etc.. There is hereby reserved unto Declarant, so long as the Declarant owns any property described on Exhibit "A", the Association and the designees of each (which may include, without limitation, Davidson County, Tennessee, and any utility), blanket easements upon, across, over, and under all of the Common Area and, to the extent shown on any plat, over the Units for ingress, egress, installation, replacing, repairing, and maintaining cable television systems, master television antenna systems, security, and similar systems, roads, walkways, bicycle pathways, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas, and electricity.

Without limiting the generality of the foregoing, there are hereby reserved for the local water supplier easements across all Units on the Properties for ingress, egress, installation, reading, replacing, repairing, and maintaining water meter boxes.

Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Properties except as may be approved by the Association's Board of Directors or as provided by Declarant. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement on said Properties without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Properties.

The Board shall have by a two-thirds (2/3) vote, the power to dedicate portions of the Common Area to Davidson County, Tennessee, or any other local, state, or federal governmental entity, subject to such approval requirements as may be contained in Article XIV, Section 2 of this Declaration.

Section 7. Severability. Invalidity 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.

Section 8. Right of Entry. The Association shall have the right, but not the obligation, to enter into any Unit for emergency, security, and safety which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Unit to cure any condition which may increase the possibility of fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board.

Section 9. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until January 1, 2010.

Section 10. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five (75) percent of the Members. This section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the



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imposition and collection of assessments as provided in Article X hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 11. Use of the Word Winfield Park. No Person shall use the term "Winfield Park" or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant. However, Owners may use the term, "Winfield Park" in printed or promotional matter where such term is used solely to specify that particular property is located within the Winfield Park community.

ARTICLE XIV

Mortgagee Provisions

The following provisions are for the benefit of holders of first Mortgages on Units in the Properties. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

Section 1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Unit number, therefore becoming an "eligible holder"), will be entitled to timely written notice of:

- (a) any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Unit on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;
- (b) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Unit of any obligation under the Declaration or By-Laws of the Association which is not cured within sixty (60) days;
- (c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or
- (d) any proposed action which would require the consent of a specified percentage of eligible holders.

Section 2. Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least two-thirds (2/3) of the first Mortgagees or Members representing at least two-thirds (2/3) of the total Association vote entitled to be cast thereon consent, the Association will not:

- (a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);
- (b) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a Unit (A decision, including contracts, by the Board or provisions of any declaration subsequently recorded on any portion of the Properties shall not be



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subject to this provision where such decision or subsequent declaration is otherwise authorized by this Declaration.);

(c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Units and of the Common Area (The issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waive, or abandonment within the meaning of this provision.);

(d) fail to maintain insurance, as required by this Declaration; or

(e) use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

Section 3. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 4. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of the Mortgage encumbering such Owner's Unit.

Section 5. Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 6. Applicability of Article XIV. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Tennessee law for any of the acts set out in this Article.

Section 7. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request.

ARTICLE XV

Declarant's Rights

Section 1. Transferring Rights. Any or all of the special rights and obligations of the Declarant may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the public records of Davidson County, Tennessee.

Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Units shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole

BOOK 11113 PAGE 713

opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Units, including, but not limited to, business offices, signs, model units, and sales offices, and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use Units owned by the Declarant and any clubhouse or community center which may be owned by the Association, as models and sales offices, respectively.

So long as Declarant continues to have rights under this paragraph, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

Section 2. Landscape Buffers. Within the areas designated on the Preliminary Plan as the exterior boundary Landscape Buffers, healthy trees larger than eight (8) inches in diameter at a distance of five (5) feet above the ground level shall not be cut or removed without the prior written consent of the Board of Directors of the Homeowners Association, except to the extent (a) install or maintain utilities; (b) ensure adequate drainage; or (c) allow construction of improvements within approved building sites adjacent to the Landscape Buffer. If trees are removed for any of the above three reasons, then, if feasible and desirable in the sole discretion of the Board of Directors, the tree buffer will be replaced within one hundred and eighty (180) days by the Homeowners Association and the expense thereof shall be a common expense of the Association.

In the event an eight (8) inch tree or larger is removed without the prior written consent of the Board of Directors, and for reasons other than items (a) through (c) above, then eight (8) two-inch or larger trees or four (4) three-inch or larger trees, measured five (5) feet above ground level, will be put back in the place of the tree removed within ninety (90) days. Such replacement shall be the responsibility and cost of the owner of the Residential Unit on which that portion of the Landscape Buffer is situated or to which it is adjacent.

Trees under eight (8) inches in diameter which are removed shall be replaced within ninety (90) days by the owner of the Residential Unit on which the Landscape Buffer is situated.

The Board of Directors may determine, in its sole discretion, under what conditions and requirements trees may be removed and replaced, and may impose additional reasonable restrictions and requirements as it deems appropriate, in its sole discretion, in connection with the maintenance and preservation of the Landscape Buffers. In the event the owner of a Residential Unit is required, and fails, to replace trees or other vegetation, the Homeowners Association may do so, in which event it shall charge the amounts reasonably expended in this regard to said homeowner, which amount shall be paid as part of the next monthly assessment, or may be spread over several months in the discretion of the Board of Directors, and, if not timely paid, shall become a lien against said Residential Unit and collected in the same fashion as delinquent assessments. The Homeowners Association, its Board of Directors, and their designees and agents, are hereby granted the right of access across Residential Units and Landscape Buffers to the extent necessary to comply with and enforce the provisions of this section.

Section 3. Amendment by Declarant. These Restrictions shall apply to that property described in Exhibit "A", attached hereto and incorporated here in by reference.

BOOK 11113 PAGE 71

This article may not be amended without the express written consent of the Declarant. The rights contained in this article shall terminate only upon the recording by Declarant of a written statement that all sales activity has ceased and that Declarant releases rights by express reference thereto.

ARTICLE XVI

Common Open Space - Zoning Ordinance Section 81.51

Any common open space established by an adopted final master development plan for planned unit development shall be subject to the following:

(a) Organization for Ownership and Maintenance. The Metropolitan Planning Commission and the Metropolitan County Council may require that the land-owner provide for and establish an organization for the ownership and maintenance of any common open space, and such organization shall not be dissolved nor shall it dispose of any common open space, by sale or otherwise (except to an organization conceived and established to own and maintain the common open space), without first offering to dedicate the same to the Metropolitan Government of Nashville and Davidson County and the said dedication be approved by the Metropolitan Planning Commission. However, the conditions of any transfer shall conform to the adopted final master development plan.

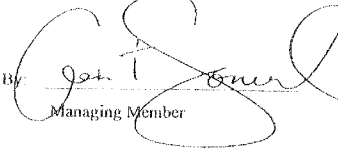
(b) Failure of Organization to Maintain. In the event that the organization established to own and maintain common open space, or any successor organization, shall at any time after the establishment of the planned unit development fail to maintain the common open space in reasonable order and condition in accordance with the adopted master development plan, the zoning administrator may serve written notice upon such organization and/or the owners or residents of the planned unit development and hold a public hearing. After thirty (30) days when deficiencies of maintenance are not corrected, the zoning administrator shall call upon any public or private agency to maintain the common open space for a period of one (1) year. When the zoning administrator determines that the organization is not prepared for the maintenance for the common open space, such agency shall continue maintenance for yearly periods.

(c) Cost of Maintenance Assessment. The cost of such maintenance by such agency shall be assessed proportionally against the properties within the planned unit development that have a right of enjoyment of the common open space, and shall become a lien on said properties.

BOOK 11113 PAGE 715

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration
this 15 day of September, 1998

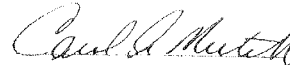
DANCO PROPERTY INVESTMENTS, L.L.C.
a Tennessee Limited Liability Company

By 
Managing Member

STATE OF TENNESSEE
COUNTY OF DAVIDSON

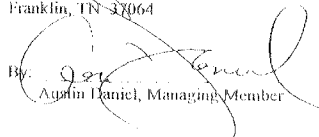
Before me, the undersigned, a Notary Public of the State and County aforesaid, personally
appeared Austin Daniel, with whom I am personally acquainted, and who,
upon oath, acknowledged himself to be Managing Member of Danco Property Investments, L.L.C., the
within bargainor, a Limited Liability Company and that he, as such Managing Member, be so
authorized to do, executed the foregoing instrument for the purpose therein contained, by signing the
name of the Limited Liability Company by himself, as Managing Member.

WITNESS my hand and seal, at office in Franklin
Tennessee, this 15 day of September, 1998.


NOTARY PUBLIC
My Commission Expires 7/20/2002

Prepared by:

Danco Property Investments, L.L.C.
109 Holiday Court, Suite B3
Franklin, TN 37064

By 
Austin Daniel, Managing Member

seal



Exhibit "A"

BOOK 11113 PAGE 716

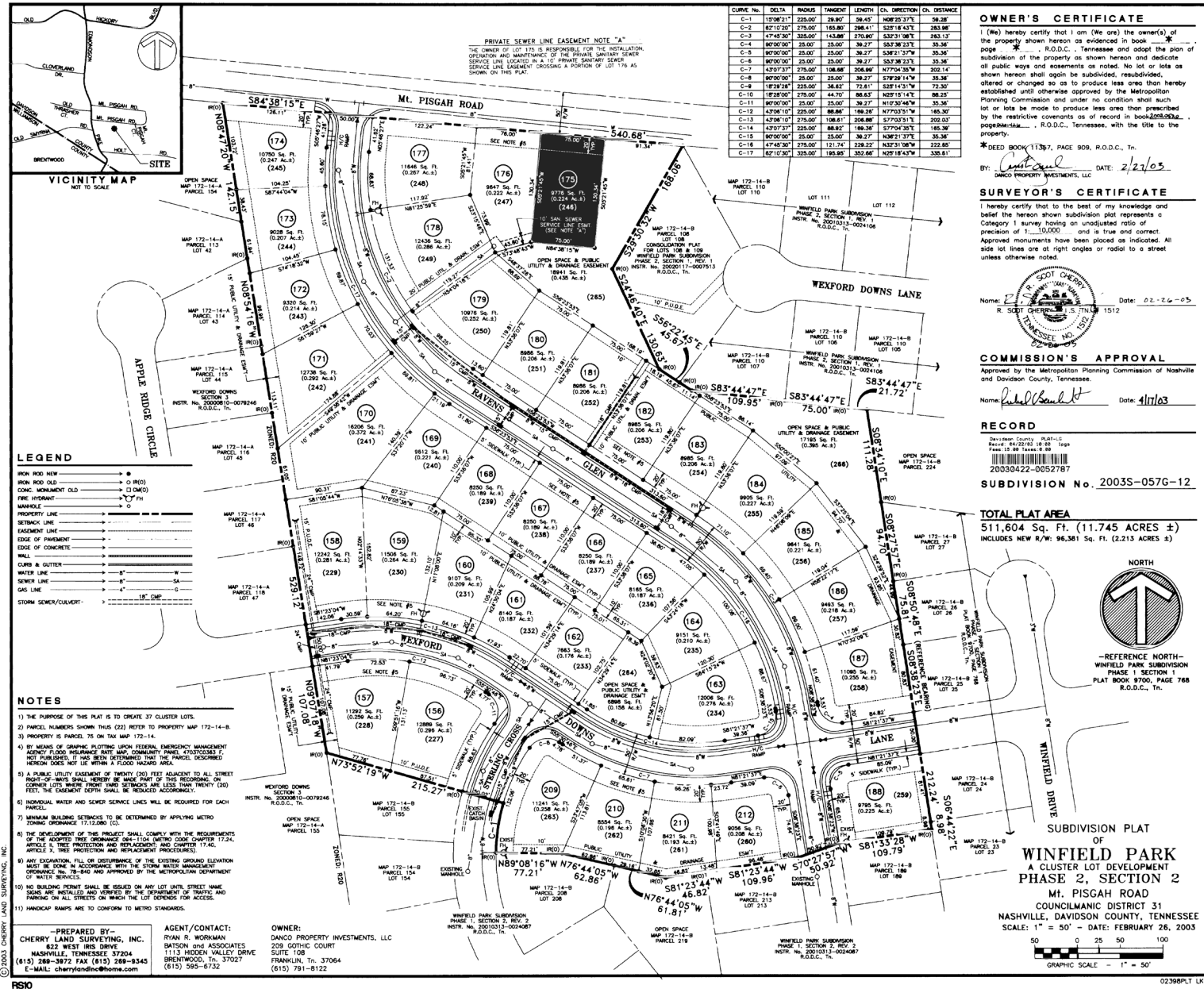
PROPERTY DESCRIPTION:

The following described tract or parcel of land situated in Davidson County, Tennessee, being more particularly described as follows, to wit:

Beginning at an iron pin found (ipf) in the northerly right of way Holt Road (50' ROW) at the southwesterly corner of Holt Hills Subdivision as recorded in Plat Book 5050, page 77, R.O.D.C.; thence leaving Holt Hills 30.35 feet to an iron pin set (ips) at the southeasterly corner of Adelaide Caldwell Simpson as recorded in deed book 5552, page 853, R.O.D.C.; thence leaving Holt Road and with Simpson the following calls: North 05 deg. 03' 49" East, a distance of 333.56 feet to an ips; North 08 deg. 45' 45" West, a distance of 806.18 feet to an ipf; South 84 deg. 36' 13" East, a distance of 690.03 feet to an ipf at the northwesterly corner of Lot 1 of Mt. Pisgah Heights as recorded in Plat Book 5210, page 302, R.O.D.C.; thence leaving Mt. Pisgah Road and with Mt. Pisgah Heights Subdivision the following calls: South 14 deg. 59' 57" East, a distance of 798.58 feet to an ipf; South 62 deg. 12' 29" East, a distance of 88.98 feet to a concrete monument found (cmf); South 34 deg. 36' 48" East, a distance of 400.23 feet to a (cmf) at the northwesterly corner of Buford Deford as recorded in Deed Book 6357, page 860, R.O.D.C.; thence leaving Deford and with said Holt Hills Subdivision the following calls: South 10 deg. 34' 18" East, a distance of 172.97 feet to an ipf; South 84 deg. 09' 36" West, a distance of 1332.71 feet to an ips; South 05 deg. 03' 49" West, a distance of 327.41 feet to the point of beginning. Containing 38.77 acres, more or less, as surveyed by Arrowhead Survey of May 11, 1998.

Being the same property conveyed to Danco Property Investment, L.L.C. by deed from Marvin E. Jinnette and wife Iva Nelle Ward Jinnette of record in Book ~~10937~~ Page ~~835~~, Register's Office of Davidson County, Tennessee.





Rules and Regulations

Revision 8/17/20



RULES AND REGULATIONS OF WINFIELD PARK

An informational guide to your Covenants Conditions and Restrictions
for Winfield Park Subdivision

WINFIELD PARK HOMEOWNERS ASSOCIATION

August 17, 2020



Pursuant to the Declaration of Covenants, Conditions, and Restrictions for Winfield Park, heretofore are set forth the RULES AND REGULATIONS.

Homeowners are cautioned that this document is meant to serve only as a quick reference. It is not a complete compilation of the responsibilities of owners. Please consult the Declaration of Covenants Conditions and Restrictions for Winfield Park as the final authority on questions of an Owner's responsibilities. If you do not have a copy, one can be found on our website (<http://winfieldpark.com> under Reference Documents on the left side of the page titled CC&R).

- 1) No owner may waive or otherwise exempt themselves from paying assessments, by illustrating they do not use the Common Area or the services provided by the Homeowners Association of Winfield Park. This obligation is a separate covenant on the part of each owner and Winfield Park. Article X Section 1
- 2) No signage other than security company or "for Sale" signs are allowed to be displayed for public viewing from a residence or lot. "For Sale" signs shall consist of 1 sign per yard and may be no larger than 4 square feet in area. One additional sign indicating an "Open House" is also allowed while such an event is being conducted.
 - a) Security Company signage shall be posted no more than 6 feet from front building line. If you have multiple security companies, one (1) sign per company is allowed. Residences with open frontage to more than one street, i.e., corner lots, may have up to two (2) signs per company, one for each side with a street front. The placement shall not be more than 6 feet from the front building line of the home. Article XII Section 1.
 - b) Due to recent passage of House Bill 1199, political signage is allowed 60 days prior to primary election and must be removed immediately after the general election. If the candidate loses the primary election, the sign must be removed the following day after the primary. The signs may not be more than 4 sq. ft in total dimension and only one sign per candidate or cause is permitted on the property. The placement shall not be more than 6 feet from the front building line of the home.
 - c) Other signage such as "Congratulations", "Destination", "School Participation", "Religious and Charitable Organization" advertising signs are allowed for periods of no more than 30 days. The placement shall not be more than 6 feet from the front building line of the home.
- 3) Vehicles shall not block the sidewalk right-of-way when a pedestrian path crosses a driveway. If parking on the street, all vehicles must park in the direction of traffic with front & rear passenger side tires completely off the asphalt. They may not block the view of oncoming traffic or intersections at any time or block the access for trash collection or mail delivery at any time. Long term extended parking is allowed for 24-48 hours for RV/Motor Coaches after approval of the ARC Committee of Winfield Park. Requests for approval must be made in advance and received at least 24 hours prior to parking time expected. Garage Doors must remain closed except for entering or exiting the garage. Article XII Section 2.
- 4) Excessive barking is a violation of Metro Davidson County ordinances regarding noise with penalties assessed against the violator(s). No animals of any kind may be kept or bred on any properties for commercial purposes. Only common and usual household pets such as dogs or cats may be kept, and none are permitted to roam free and unattended. Dogs & Cats must be confined when out of the home by either a leash or fence and when exercising your animal, control must be maintained at all times. Pet waste deposited at a location other than your own property must be collected and disposed of in a safe and sanitary manner. Article XII Section 4
- 5) Nothing can be stored on individual property that would cause an unsightly or unkempt appearance. Noxious or foul odors or loud music shall not emit from any unit that would disturb other homeowners as explained in the Declaration of Covenants Conditions and Restrictions of Winfield Park. Article XII, Section 5. Temporary storage containers (storage pods, U-box containers, etc.) require approval by the

Architectural Review Committee (ARC) if they will be on the homeowner's property for more than two weeks. They must be removed no later than 30 days after installation.

- 6) It is against the Covenants Conditions and Restrictions of Winfield Park to store any mechanical items or vehicles that are not in working condition, in a state of repair, not currently registered in any state and that is not visually pleasing in view of other neighbors. Violation of the Covenants Conditions and Restrictions could result in a fine. Article XII Section 6
- 7) In accordance with keeping conditions in the neighborhood as described in Article XII Section 6, yard debris (including grass, sticks, or limb) is not allowed to accumulate anywhere on the property or curb except on days of trash collection or the 4 days prior to Metro brush collection in our area. (See **"BRUSH AND LARGE TRASH"** topic under the **"You Need To Know"** tab on the website) Collection occurs in the months of March, June, September and December (you must go to their website to register and get specific pick-up dates and **WE ARE IN ZONE 6** (<http://www.nashville.gov/Public-Works/Neighborhood-Services/Yard-Waste-Composting/Brush-Yard-Waste-Collection/Brush-Routes.aspx>)).
- 8) Homeowners are always responsible for their guests and tenants as it pertains to property maintenance and common area usage to ensure their property is maintained in a condition that is in keeping with the standards of the subdivision. No dead or diseased plant materials, including trees, shall be kept on the property. All **MAJOR** modifications to landscaping need to approval in advance by the Architectural Review Committee. No weeds shall be kept in the grass or planting beds and lawn grass must be maintained in a groomed fashion while growing- year round in some cases. Edging is required around the hard surfaces (curbs, sidewalks, driveways) as well. No artificial vegetation is allowed except in planting containers and only during festive times of the year. Any sculpture, flagpole, flags including mailbox covers (except for American or Military) must be approved by the Architectural Review Committee. Article XI Sections 7, 15, 20
- 9) All exterior portions of the home must be maintained in good order with quick replacement or repair of any rotting wood, to include fencing, peeling or fading of paint on shutters or trim. No external aerials or antennae are allowed in Winfield Park without prior written consent by the **Board of Directors**. Permanently installed Basketball hoops and backboards, clotheslines, permanent tents (meaning permanent structures with canvas tops), trailers, walk-in utility sheds, campers (see Rule #3), boat trailers and other temporary structures (such as pop-up tents), above ground tanks or above ground pools are likewise not permitted. Article XI Sections 8, 9, 12, 13. Regarding basketball hoops and backboards, it is the decision of the board that as long as the equipment is temporary (meaning on wheels), being actively used with players on site, and stored indoors and out of sight from any view at the end of each day, they may be allowed under certain conditions. Requests must be submitted to the ARC for approval.
- 10) Garbage shall not be allowed to pile up at a residence. Garbage receptacles shall always be concealed from the sight of the street or neighboring properties and may be placed at the curb no earlier than the **EVENING** before the day of trash collection, but must be hidden by the evening on the **DAY OF COLLECTION**. Article XI Section 9
- 11) Mailboxes shall satisfy postal regulations and shall conform to the established Architectural Committee Guidelines for Winfield Park as found on the website under "Reference Documents" tab. Article XI Section 11
- 12) Seasonal lighting or other such décor is only permitted during the Christmas holiday season beginning December 1st and lasting until January 10th of each year. Article XI Section 19

- 13) Discharging a firearm in the city limits is prohibited, including but not limited to: paintball, BB, air and pellet guns. Article XI Section 21
- 14) Due to the lack of response in the past, the HOA will no longer sponsor neighborhood yard sales. However, Metro Code does allow each homeowner up to (2) two such sales activities per year per household. If you elect to have an independent sale, please contact the ARC committee in advance and be responsible for your own advertisement. Signage rules shall apply as stated in rule #2 (<http://www.nashville.gov/Codes-Administration/Property-Standards/Code-Enforcement/Codes-Violation-Types-Quick-List.aspx>)

Tax Information



Saturday, September 19, 2020

LOCATION

Property Address 6192 Mt Pisgah Rd
Nashville, TN 37211-6700

Subdivision Winfield Park

County Davidson County, TN

PROPERTY SUMMARY

Property Type Residential

Land Use Single Family Dwelling

Improvement Type Single Family

Square Feet 2836

GENERAL PARCEL INFORMATION

Parcel ID/Tax ID 172-14-0B-246.00-CO

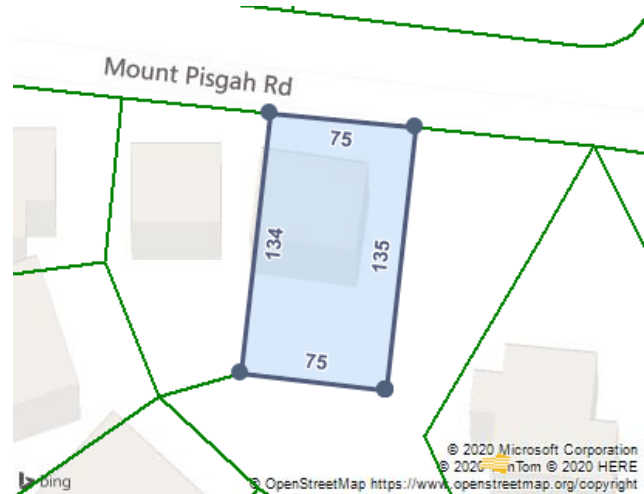
Alternate Parcel ID

Account Number

District/Ward GSD

2010 Census Trct/Blk 191.15/1

Assessor Roll Year 2020



CURRENT OWNER

Name Shoemaker Mary Carroll Matthew

Mailing Address Po Box 110511
Nashville, TN 37222-0511

SALES HISTORY THROUGH 09/11/2020

Date	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
11/30/2006	\$372,834	Shoemaker Mary Carroll & Matthew	Tolooqolzari Hamid	Warranty Deed		200701170006662
4/12/2005	\$110,000	Tolooqolzari Hamid & Shahhosseini Azadeh J		Warranty Deed	2	200504140041755
2/25/1999		Danco Property Investments LLC		Warranty Deed	142	11357/909

TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount	Jurisdiction	Rate
Appraisal Year	2019	Assessment Year	2019		
Appraised Land	\$79,000	Assessed Land	\$19,750	General Services District	2.755
Appraised Improvements	\$335,900	Assessed Improvements	\$83,975		
Total Tax Appraisal	\$414,900	Total Assessment	\$103,725		
		Exempt Amount			
		Exempt Reason			

TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2019		\$2,857.62	\$2,857.62
2018		\$2,857.62	\$2,857.62
2017		\$2,857.62	\$2,857.62
2016		\$3,486.47	\$3,486.47
2015		\$3,486.47	\$3,486.47

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Information Deemed Reliable But Not Guaranteed.



Tax Information



Property Report for 6192 MT PISGAH RD. cont.

2014	\$3,486.47	\$3,486.47
2013	\$3,486.47	\$3,486.47

MORTGAGE HISTORY

Date	Loan Amount	Borrower	Lender	Book/Page or Document#
08/09/2012	\$276,500	Shoemaker Mary Carroll Shoemaker Matthew Joseph	Fifth Third Bank	201208150072875
08/03/2007	\$73,980	Shoemaker Mary Carroll Shoemaker Matthew	Fifth Third Bank	200709120109404
11/30/2006	\$74,800	Shoemaker Mary Carroll Shoemaker Matthew	Fifth Third Bank	200701170006664
11/30/2006	\$295,920	Shoemaker Mary Carroll Shoemaker Matthew Joseph	Fifth Third Bank	200701170006663

PROPERTY CHARACTERISTICS: BUILDING

Building # 1

Type	Single Family	Condition	Units	1	
Year Built	2006	Effective Year	Stories	2	
BRs	4	Baths	4 F H	Rooms	9

Total Sq. Ft. 2,836

Building Square Feet (Living Space)	Building Square Feet (Other)
Base Area 1409	Att Br Gar 474
Basement 1157	High Ceiling 390
Second Flr 1019	Open Porch 105
Upper Sty Br 408	Frame Deck 216

- CONSTRUCTION

Quality	Roof Framing
Shape	Roof Cover Deck
Partitions	Cabinet Millwork
Common Wall	Floor Finish
Foundation	Interior Finish
Floor System	Air Conditioning
Exterior Wall	Heat Type
Structural Framing	Bathroom Tile
Fireplace	Plumbing Fixtures

- OTHER

Occupancy	Building Data Source
-----------	----------------------

PROPERTY CHARACTERISTICS: EXTRA FEATURES

Feature	Size or Description	Year Built	Condition
Gar Door	1		

PROPERTY CHARACTERISTICS: LOT

Land Use	Single Family Dwelling	Lot Dimensions	75 X 130
Block/Lot	/175	Lot Square Feet	9,583
Latitude/Longitude	36.020900°/-86.736507°	Acreage	0.22

PROPERTY CHARACTERISTICS: UTILITIES/AREA

Gas Source	Road Type
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Tax Information



Property Report for 6192 MT PISGAH RD. cont.

Electric Source		Topography
Water Source		District Trend
Sewer Source		Special School District 1
Zoning Code	Rs10: Single Family -(10,000 Square Foot Lot) / Ov-Air: Airport Overlay	Special School District 2
Owner Type		

LEGAL DESCRIPTION


Subdivision	Winfield Park	Plat Book/Page
Block/Lot	/175	District/Ward GSD
Description	Lot 175 Winfield Park Ph 2 Sec 2 / Neighborhood Code And Name: 6431 Winfield Park	

FEMA FLOOD ZONES

Zone Code	Flood Risk	BFE	Description	FIRM Panel ID	FIRM Panel Eff. Date
X	Minimal		Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	47037C0388H	04/05/2017

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Davidson County DEEDWARR
Recvd: 01/17/07 09:38 2 pg:
Fees: 13.00 Taxes: 1379.49

20070117-0006662

This instrument prepared by:
TrustLand Title & Escrow, LLC
1720 West End Avenue Suite 400
Nashville, TN 37203
(615) 522-0140

After Recording Return to:
Heritage Title Services, LLC
8115 Isabella Lane, Ste. 5
Brentwood, TN 37027

File No.: 06-1602

WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars (\$10.00), cash in hand paid by the hereinafter named Buyer, and other good and valuable considerations, the receipt of which is hereby acknowledged **Hamid Toloogolzari and Azadeh Jafari Shahhosseini, ("Sellers")**, has bargained and sold, and by these presents does transfer and convey unto **Mary Carroll Shoemaker and Matthew Shoemaker, wife and husband ("Buyer")**, and Buyer's successors and assigns all of Seller's interest in a certain tracts of land located in **Davidson County, Tennessee**, to wit:

Land in Davidson County, Tennessee, being Lot 175, WINFIELD PARK, PHASE 2, SECTION 2, as shown on plat of record in Instrument No. 20030422-0052787, in the Register's Office, Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Being part of the same property conveyed to Hamid Toloogolzari and Azadeh Jafari Shahhosseini by Warranty Deed from Danco Property Investments, L.L.C., a limited liability company, recorded on the 14th day of April, 2005 in Instrument No. 20050414-0041755, in the Register's Office of Davidson County, Tennessee.

This conveyance is made subject to (1) all applicable zoning ordinances (2) utility, sewer, drainage and other easements of record, (3) all subdivision/condominium assessments, covenants, bylaws, restrictions, declarations and easements of record, (4) building restrictions, and (5) other matters of public record.

This property has never been the primary residence of either Grantor.

Parcel ID # 172-14-B-246 CO

☒ Improved OR
☐ Unimproved property located at: **6192 Mt Pisgah Road, Nashville, TN 37211**

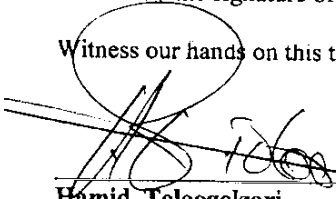
TO HAVE AND TO HOLD the aforesaid Real Estate together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, his/her heirs, successors and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that he/she is lawfully seized in fee simple of the aforescribed real estate; that he/she has good right to sell and convey the same; that the same is unencumbered, EXCEPT as set forth herein, and that the title and quiet possession thereto he/she warrants and forever defends against the lawful claims of all persons.

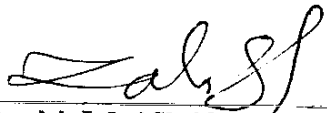
The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the party of the first part of the day and year first above written.

Witness our hands on this the **30th** day of **November, 2006**.



Hamid Toloogolzari



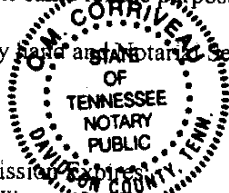
Azadeh Jafari Shahhosseini

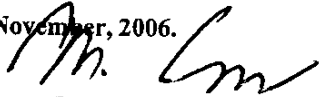
STATE OF **Tennessee**

COUNTY OF **Davidson**

Before me, the undersigned a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared **Hamid Toloogolzari and Azadeh Jafari Shahhosseini** to me known to the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same for the purposes therein contained as his/her free Act and Deed.

Witness my hand and Notary Seal on this the **30th** day of **November, 2006**.


My Commission Expires **MAR 21, 2009**
TN FA DEED-Warranty 01/17/07 November 29, 2006



Notary Public

STATE OF **Tennessee**

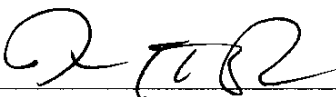
COUNTY OF **Davidson**

I, or we, hereby swear and affirm that, to the best of the affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is **\$372,834.00** which amount is equal or greater than the amount which the property transferred would command at a fair and voluntary sale.



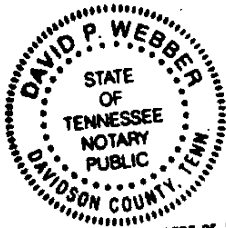
Affiant

Subscribed and sworn to before me on this the **30th** day of **November, 2006**.



Notary Public

My Commission Expires: 9-25-10



***** My Commission Expires SEPT. 25, 2010 *****

Owner's Name: **Mary Carroll Shoemaker and Matthew Shoemaker**

and Address: **6192 Mt Pisgah Road, Nashville, TN 37211**

Mail tax bills to, (Person or Agency responsible for payment of taxes)
 SAME AS NEW OWNER

