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PREPARED BY AND RETURN TO  
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**THIS AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR CARTWRIGHT CLOSE**

is made this 3rd day of May, 2016, by and among Tuscan Properties, LLC (the "Declarant") a limited liability company formed in the State of Tennessee and Cartwright Close Homeowners Association (the "Association"), and any and all persons, companies or other entities hereinafter acquiring any of the hereinafter described real property.

WHEREAS, the residential real estate subdivision known as Cartwright Close located in Williamson County, Tennessee as recorded in Plat Book 51 Page 58A-F of the Register's Office for Williamson County, Tennessee (the "Property") was previously subjected to the terms and conditions of that certain Declaration of Covenants, Conditions and Restrictions for Cartwright Close in Book 4545, page 671 of the Register's Office for Williamson County, Tennessee, the "Original Declaration");

WHEREAS, the Declarant and the Association desire to amend and restate the Original Declaration as reflected herein;

WHEREAS, pursuant to Article 12.2.1 of the Original Declaration, the Original Declaration may be amended by the affirmative vote of at least eighty percent (80%) of the Members whose Lots are then subject thereto; and

WHEREAS, as evidenced by the certification of the Declarant and the Association's Secretary below, this Amended and Restated Declaration (hereinafter referred to as the "Declaration") was adopted by at least eighty percent (80%) of the Members whose Lots are subject to the Original Declaration.

WHEREAS, the Declarant is the developer of a certain tract of real property in Williamson County, Tennessee, which real property is more particularly described in Exhibit "A", attached hereto (the "Property") and made a part of by this reference; and

WHEREAS, the Declarant has caused to be prepared an amended plan for the subdivision of said real property shown on Exhibit "A" into residential lots, said subdivision to be known as Cartwright Close (the "Development"), and has attached a revised subdivision plat of the said real property hereto as Exhibit "B", to be formally filed with the Register's Office of Williamson County, Tennessee at a later date (the "Plat"), and made a part of by this reference; and

WHEREAS, Declarant is the owner of the Common Area as shown on the Subdivision Plat; and

WHEREAS, it is to the benefit, interest and advantage of the Declarant and of each and every person or other entity presently owning or hereafter acquiring any interest in any of the aforescribed real property described in Exhibit "A", that certain

covenants, restrictions, easements, assessments and liens governing and regulating the use and occupancy of all of the same be established, fixed, set forth and declared as covenants running with the land;

WHEREAS, the Declarant desires to provide for the preservation and the values and the desirability and attractiveness of the real property in the Development, and for the continued maintenance and operation of common areas or open spaces; and

WHEREAS, the Declarant desires to make provisions concerning the maintenance and ownership of the open space, including the Storm Water Detention Facilities located thereon; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said Development, and to fulfill the foregoing objects, purposes and requirements, to create an entity to which shall be delegated and assigned the powers of maintaining and administering the open space, managing the affairs of the residential development, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Declarant has caused or will cause, to be incorporated under the laws of the State of Tennessee a non-profit corporation having as its members owners of one or more Lots within the Development, and formed for the purpose of exercising the aforementioned functions.

NOW, THEREFORE, the Declarant and the Association, being authorized so to do in Article 12.2.1 of the Original Declaration, adopt the following Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cartwright Close (hereinafter referred to as the "Declaration").

In consideration of the foregoing premises, and the covenants, conditions, and restrictions hereinafter set forth, the Declarant and the Association do hereby publish and declare (1) that all, and each and every part of, said real property shown in Exhibits "A" and "B" is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, improved and otherwise held and used subject to (a) the following covenants, conditions, restrictions, uses, limitations and obligations and (b) all easements, conditions, restrictions, etc., as set out in the Plat, all of which are hereby declared and agreed to be in furtherance of a plan for the development and improvement of said real property, and (2) that said covenants, conditions, restrictions, uses, limitations and obligations shall run with the land and shall be a burden and a benefit to the land and to the Declarant, its successors and assigns, the Association and any person or legal entity acquiring or owning any interest in any portion of said real property or any improvements thereon, and their grantees, successors, heirs, executors, administrators, devisees and assigns. (3) Every person or other party hereafter acquiring any of the within described property made subject to this Declaration, by acceptance of a deed to any interest in or to said property, shall take such property interest subject to this Declaration and to the terms and conditions hereof, and shall be deemed to have assented to same.

## ARTICLE I.

## DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

Section 1. "Association" shall mean and refer to the Cartwright Close Homeowners Association, Inc., a non-profit, non-stock corporation incorporated under the laws of the State of Tennessee, its successors and assigns, organized by the Declarant for the purpose of owning and maintaining the Common Area and which has as its members every Lot Owner subject to assessment as hereinafter provided. The Association's Charter and By-Laws are attached hereto marked Exhibits "C" and "D" respectively and are hereby made a part hereof.

Section 2. "Common Area" shall mean and refer to all real property (including any improvements located thereon and attached thereto) owned and maintained by the Association for the common use and enjoyment of the Lot Owners and designated on any recorded plats or plans of the Property as "Open Space", "Common Area", "Street", or "Private Street". The Common Area shall include the Storm Water Detention Facilities and all Private Streets located, or to be located, on the Property.

Section 3. "Declarant" shall mean Tuscany Properties, LLC, its heirs, successors and assigns.

Section 4. "Declaration" shall mean this Amended and Restated Declaration of Covenants, Conditions, and Restrictions, and any supplementary declaration filed hereinafter, as this Declaration may, from time to time, be amended in accordance with its terms.

Section 5. "Improvements" shall mean the structures, walls, pavement, plantings, and other additions built or placed on the Lots.

Section 6. "Lot" or "Lots" shall mean any lot shown on any now or hereinafter recorded plats or plans of the Property and, regarding maintenance responsibilities of each Lot Owner, shall include the grass strip between the sidewalks and an adjacent public or private street. The term Lot shall not include Common Area or dedicated streets, alleys, or roadways excepting the grass strip as noted above.

Section 7. "Member" shall mean and refer to every Person who holds membership in the Association.

Section 8. "Owner" or "Lot Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot which is part of the Property, but excluding those having such interest merely as security for the performance of an obligation. The purchaser at a foreclosure sale or trustee's sale shall be deemed an Owner.

Section 9. "Person" shall mean an individual, firm, company, corporation, partnership, association, trust or other legal entity or any combination thereof.

Section 10. "Property" or "Development" shall mean all of that certain real property described in Exhibits "A", attached, and such other property as may hereinafter be brought within the jurisdiction of the Association and this Declaration pursuant to the provisions of Article XI.

Section 11. "Storm Water Detention Agreements" shall mean (a) Storm Water Operation and Maintenance Agreement for Residential Development Known as Cartwright Close dated April 24, 2008 entered into between Cartwright Close, LLC and Williamson County of record as Book 4545 Pages 748-768, Register's Office for Williamson County, Tennessee, and (b) any other instruments and documents required by Williamson County to be executed or entered into with respect to Storm Water Detention Facilities associated with the Property.

Section 12. "Storm Water Detention Facilities" shall mean all Storm Water Detention Facilities including, without limitation, ponds, culverts, headwalls, landscaping and banks, now or hereafter located on the Property, including, without limitation, Storm Water Detention Facilities which are or shall be the subject of the Storm Water Detention Agreements.

Section 13. "Subdivision Plat" or "Plat" shall mean the plat attached hereto as Exhibit "B" of said subdivision to be separately filed at a later date, in said Register's Office for Williamson County, Tennessee, Exhibit "A" attached, any amendments, revisions, or re-recordings thereto, and any other such plats that are submitted from this Declaration pursuant to the provisions of Article XI.

## **ARTICLE II.**

### **THE PROPERTY**

Section 1. Property Subject to Declaration. The Property shall be held, sold, conveyed, and used subject to the easements, restrictions, covenants and conditions of this Declaration, which are for the purpose of protecting the value and desirability of the Property, and which shall run with the land and be binding on and inure to the benefit of all parties having any right, title, or interest in the Property or any part thereof, and their heirs, devisees, executors, administrators, successors, and assigns.



### ARTICLE III.

#### THE ASSOCIATION

Section 1. Members. Every Person who is a record owner of a fee or an undivided fee interest of any Lot shall be a Member of the Association; provided, however, that anyone who holds such interest merely as security for the performance of an obligation, shall not be a Member. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for Membership.

Section 2. Control by Declarant. The Declarant shall be a Member for each Lot owned by it until the same is sold and title transferred. However and notwithstanding any other provisions of this Declaration, or any related document, or the By-Laws of the Association, the Declarant, or any party or parties to which Declarant may assign its rights and privileges as Declarant, shall retain total and absolute control of the Association, the Property, the development thereof, and the improvements thereon, including, without limitation, Architectural Control (as defined in ARTICLE VIII.), until the development is complete and all of the Lots have been improved with residences and sold and until all of its development contract bonding instruments associated with the construction of the subdivision have been released by Williamson County, Tennessee. However, Declarant may, at its sole discretion, transfer said control to the other Members at such earlier time as it deems appropriate.

Section 3. Voting Rights. The voting rights of the Membership shall be appurtenant to the ownership of a Lot, each Owner of a Lot being entitled to one (1) vote for each Lot owned; provided however, that the Declarant's vote on any matter shall outweigh the aggregate vote of all other Members until the control granted to Declarant in this Article is voluntarily transferred to the other Members.

Section 4. Secured Parties. No individual or legal entity holding title to a Lot as security for any debt or obligation shall be considered an Owner of such Lot, and such individual or entity shall not be entitled to Membership in the Association or to cast a vote on any questions or matter affecting the administration of the Association.

Section 5. Voting. At every meeting of the Members, each of the Members shall have the right to cast his vote on each question. Subject to the Declarant's control and other rights set forth in this Declaration, the vote of the Members representing a fifty-one percent (51%) majority of the total votes cast, with respect to any question, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of statute, the Association's Charter or By-Laws, or this Declaration, a different vote is required. In such case, such express provision shall govern and control. The vote of any Membership which is owned by more than one person may be exercised by any of them present at any meeting unless an objection or protest by a co-owner of such Membership is noted at such meeting. In the event all of the co-owners of any such Membership who are present at any meeting of the Members are unable to agree on the manner in which the vote for such Membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. No Member shall be eligible to vote, either in person or by proxy,

or to be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than fifteen (15) calendar days delinquent in any payment due the Association.

Section 6. Proxies. A Member may appoint any other Member or the Declarant, or any other person permitted by law or by the By-Laws, as his proxy. In no case may any Member, except the Declarant, cast more than one (1) vote by proxy in addition to his own vote. Any proxy must be in writing and must comply with all requirements imposed by the law or by the By-Laws of the Association.

Section 7. Quorum. The presence, either in person or by proxy, of Members representing at least fifty (50%) percent of the total votes entitled to be cast with respect to any question shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of the Members. If the number of Members at a meeting drops below the quorum and the question of a lack of quorum is raised, no business may thereafter be transacted.

#### ARTICLE IV.

##### GENERAL PROPERTY RIGHTS AND EASEMENTS

Section 1. Owner's Easements of Enjoyment Over the Common Area. Every Owner shall have a right and easement of enjoyment over and across the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to this Declaration and the following specific provisions:

- (a) The right of the Association, as provided in this Declaration and in its Charter and/or By-Laws, to suspend any enjoyment rights of any Member;
- (b) The right of the Association, in accordance with this declaration and its Charter and/or By-Laws to improve and maintain the Common Area and any improvements thereon;
- (c) The right of the Association, but not the obligation, to protect and inspect the Common Area;
- (d) The right of the Association to charge reasonable admission and / or other fees for the use of any recreational facility situated upon the Common Area;
- (e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been signed by Members with intact voting rights comprising at least two thirds (2/3) of the votes of the Members of the Association, and has been recorded. Upon any such dedication or transfer, the portion of the Common Area so dedicated or

transferred shall no longer be a part of the Common Area and Lot Owners shall thereafter have no greater right in the property so dedicated or transferred than does the general public;

- (f) The right of the Association to impose regulations for the use and enjoyment of the Common Area and any improvements thereon, which regulations may further restrict the use of the Common Area;
- (g) The right of the Declarant, at its sole expense, to relocate, expand, modify, reduce, extend, or construct utility lines, storm sewers, sanitary sewers or service connections in order to serve the Property.

Section 2. Easements for Utilities and Related Purposes. The Declarant and/or the Association are authorized and empowered to grant such licenses, easements and/or rights-of-way for water lines, electrical cables, telephone cables, television and other communication cables, internal and external wiring and antennae, gas lines, storm drains, underground conduits and/or other common services to the Property over, under or upon the Property, as may be considered necessary, appropriate or desirable for the orderly maintenance, preservation of health, safety, convenience and/or welfare of the Owners and the Declarant.

Section 3. Delegation of Use. Any Lot Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment of the Common Area and facilities to the family members, tenants, or contract purchasers who reside on the Lot.

Section 4. General Easement. The Declarant hereby reserves for itself and the Association the right and easement to the use of any Lot or any portion thereof, as may be needed for repair, maintenance or construction on such Lot, any other Lot, or the Common Area.

## ARTICLE V.

### MAINTENANCE AND REPAIR

Section 1. Association Responsibilities. Except as otherwise stated in this Declaration, the Association shall provide and pay for all maintenance and expenses for the Common Area and all improvements thereon. Upon recordation of the Subdivision Plat in the Williamson County Register's Office, the Association shall be completely and solely responsible for the upkeep, maintenance and repair of the Common Area and any improvements thereon including, without limitation, maintenance of the Storm Water Detention Facilities, maintenance of the irrigation system, if any, maintenance of the entry monument and gate, maintenance of the Private Streets, the replacement of dead, dying, or otherwise unhealthy plant material installed as a part of this development, repair and maintenance of any Common Area erosion control measures, repair and/or replacement of the improvements thereon deteriorated, damaged, vandalized, or stolen,

and furthermore shall reimburse the Declarant for any costs or fees incurred by same due to any negligence or failure by the Association in keeping the Common Area and all improvements thereon including, without limitation, the Storm Water Detention Facilities, in a like new condition.

Section 2. Maintenance and Repair of Storm Water Detention Facilities. The Association shall, at its sole cost and expense, fully maintain and repair the Storm Water Detention Facilities and shall perform the obligations of the Declarant under the Storm Water Maintenance Agreement(s). The Association shall indemnify and hold harmless Declarant of and from all liability, loss, and damages arising from failure of the Association to perform all such maintenance and repairs and the obligations of the Declarant under the Storm Water Detention Agreements. **Notwithstanding anything to the contrary, this Section may not be modified under any circumstances without the express written consent of Declarant.**

Section 3. Maintenance During Construction. During construction of an improvement, the Lot on which the improvement is being constructed and adjacent areas and streets impacted by the construction shall be kept clean on a regular basis (as required but once a week at a minimum) and all trash, rubbish, and debris removed therefrom after any construction work is done thereon. During construction, the Owner shall be responsible for keeping the Lot in reasonably neat condition, preventing the accumulation of trash. The Owner shall also prevent the runoff / migration of soil from the lot onto adjacent properties or into the street through the use of proper erosion control measures. Streets impacted by the construction shall be promptly cleaned by the Owner or the Owner's contractor (as required but once a week at a minimum) to remove soil or trash resulting from the construction. Construction materials and equipment may not be stored in the streets at any time.

Section 4. Individual Lot Owners. Each Owner shall be responsible for the maintenance, painting, and proper upkeep of his Lot and all improvements thereon, including, without limitation, all areas within easements. Grass, weeds and vegetation shall be kept mowed and all debris and animal waste shall be cleared (removed from Lot) at regular intervals (as reasonably required, but not to exceed seven (7) calendar days in any circumstance) from each Lot so as to maintain same in a neat and attractive manner. **This provision shall not apply to any Lots owned by the Declarant.**

Further, each Owner shall keep his residence and all other improvements in a condition comparable to its condition when initially (newly) constructed. In the event that all or any portion of the residence or any other improvement is damaged or destroyed by fire, wind, or other casualty, then the Owner shall rebuild, repair, or reconstruct said residence or other improvement in a manner which will substantially restore same to its original (or better) condition or demolish the residence or improvement, at his discretion. Said, rebuilding, repairing, reconstruction, or demolition shall be completed within nine (9) months of the occurrence of the casualty.

In the event the Owner of the Lot shall fail to comply with the terms and conditions of this Article in a manner reasonably satisfactory to the Board of Directors and in keeping with other Lots, the Declarant, in its sole discretion, or the Association, after approval of a majority vote of the Board of Directors, shall have the right, through

agents and/or employees, to enter upon said Lot and to repair, maintain and restore the Lot and to repair, maintain restore or demolish the damaged residence and/or other improvements thereon. The costs thereof, together with reasonable interest thereon and costs of collection thereof, including reasonable attorney's fees, shall be a binding personal obligation of such Owner, as well as a continuing lien upon the subject Lot upon the recording of a notice of lien with the Office of the Register of Williamson County, Tennessee. The rights and remedies given to the Association by the Article of this Declaration dealing with assessments and non-payment thereof shall apply fully to the debt obligations, including reasonable interest and costs of collection, and the lien rights created in this Section. Likewise, the terms and conditions of said Article dealing with subordination and mortgage protection shall be fully applicable.

## ARTICLE VI.

### INSURANCE

Section 1. Common Area. The Association shall maintain and keep in force such hazard, public liability, or other real or personal insurance as it shall deem necessary relating to the Common Area. The Association may also insure other property owned by it against such hazards as deemed desirable by the Association. Premiums for all insurance carried by the Association shall be a part of the expenses covered by the annual assessments of the Association.

Section 2. Lot Casualty and Liability Insurance. The owner of each Lot shall carry in full force and effect casualty insurance in limits for the replacement value of Lot improvements located thereon and normal and reasonable general liability insurance.

Upon request by the Association, the Owner shall provide the Association a copy of the policies providing such coverage, and the policies shall contain a thirty (30) day notice of cancellation provision running to the benefit of the Association. Insurance on the Common Area shall be carried and paid by the Association.

Section 3. Other Insurance. The Association may also obtain such other insurance as the Board of Directors deems desirable, in such amounts and from such sources and in such forms at they deem appropriate, insuring the Common Area owned and maintained by the Association and insuring each member of the Board and each officer of the Association, and each member of any committee appointed pursuant to this Declaration or the By-Laws of the Association, from liability arising from the fact that said person is or was a director of officer of the Association, or a member of such a committee. The premiums for such insurance and bonds shall be a common expense of the Association.

Officers and Directors of the Association shall not be liable to any Lot Owner for any act or omission unless the act or omission constitutes gross negligence or willful misconduct. If a Director or Officer of the Association prevails in any legal action brought against him in his official capacity by a Lot Owner, that Lot Owner shall pay

such Director or Officer all reasonable legal fees incurred in defending such legal action (unless paid by insurance or other means). Such legal fees shall become an assessment charged to such Lot Owner's Lot until paid or otherwise discharged.

## ARTICLE VII.

### ASSESSMENTS

#### Section 1. Creation of the Lien and Personal Obligation of Assessments.

Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association the assessments provided in this Article. Said assessments shall be fixed, established and collected from time to time as herein provided. All such assessments, together with such reasonable interest thereon and costs of collection thereof, including reasonable attorney's fees, as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with reasonable interest thereon and cost of collection thereof, shall also be a personal obligation of the Owner of such lot at the time when the assessment becomes due.

#### Section 2. Annual Assessments.

(a) The initial annual assessment shall be Six Thousand and NO/100 Dollars (\$6,000.00) for each Lot. Each Member shall pay to the Association an annual sum equal to the Member's proportionate share of the sum required by the Association, as estimated by its Board of Directors, to meet its annual expenses, including without limitation:

- (1) The cost of all operating expenses of the Association and services furnished, including charges by the Association for its facilities, if any, any repayment of any indebtedness incurred by the Association and interest thereon; and
- (2) The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any; and
- (3) The cost of extended liability insurance, directors and officers insurance, and the cost of other such insurance as the Association may effect; and
- (4) The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and/or reserve for replacements; and

- (5) The estimated cost of repairs, maintenance and replacements of the Common Area and any other items for which the Association is responsible.
  - (6) The cost of retaining the services of a property management company to manage the Association on behalf of the Members and under the direction of the Board of Directors.
- (b) For each Lot, the Annual Assessment shall first become due (commence) on the date of the closing of the sale of said Lot from Declarant to the Owner. The assessment shall be prorated for the month of its commencement. **Lots owned by the Declarant shall be excluded from Association dues or assessments of any kind.**
  - (c) **Until such time as the Declarant turns control of the Association over to the other Members, the Annual Assessment per lot, late fees, fines or interest rates, any Special Assessments and Emergency Assessments shall be as determined and set by the Declarant at its sole and absolute discretion.**
  - (d) After the Declarant has granted control of the Association to the other Members, the Board of Directors shall determine the amount of the annual assessment against each Lot at least thirty (30) calendar days in advance of each annual assessment period, but may do so at more frequent intervals should circumstances so require as provided in the By-Laws. The general annual assessment for each Lot shall be computed by dividing the total assessment attributable to the Property by the total number for Lots excluding any Common Space. Unless modified by the Declarant or the Board of Directors, the annual assessment shall be due and payable on **January 2** of each calendar year. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall, upon demand, furnish a certificate signed by an officer of the Association setting forth whether the assessment of a specified Lot has been paid. The Association may, at its option, charge a reasonable fee for the furnishing of such a certificate.
  - (e) Both annual and special assessments must be fixed at a uniform rate for all Lots upon which assessments have commenced as herein provided.
  - (f) The annual assessment may be increased each year without a vote of the membership of the Association by the Declarant or the Board of Directors by an amount not to exceed twenty-five percent (25%) of the previous year's annual assessment.
  - (g) The annual assessment may be increased by an amount greater than allowed in (f) above only by a two-thirds (2/3) affirmative vote of the total number of votes eligible to be cast based upon the voting rights set forth herein by Association Members who are voting in person or by proxy at a

meeting duly called for this purpose with notices sent to the Members as required in Section 5 below.

Section 3. Special Assessments. In addition to the regular assessments authorized by this Article, the Association may levy a special assessment or assessments in any assessment year, in whole or in part, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement for which the Association is responsible or for such other purposes as the Board of Directors may consider necessary, provided that such assessment shall have the assent of the Members representing two-thirds (2/3) of the total number of votes eligible to be cast based upon the voting rights set forth herein. A meeting of the Members shall be duly called for this purpose, with notices sent to the Members as required in Section 5 below. Such special assessment shall be prorated among the Members on the same basis as the annual assessment and shall be due and payable at such time and date as determined by the Board of Directors.

Section 4. Notice and Quorum for Any Action Authorized Under Sections 2 (g) and 3. Written notice of any meeting called for the purpose of taking any action authorized under Article VII Section 2 (g) and Article VII Section 3 above shall be sent to all Members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty (50%) of all votes of the Membership shall constitute a quorum. If the required quorum is not present another meeting may be called subject to the same notice requirement and the quorum at such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than ninety (90) days following the preceding meeting.

Section 5. Emergency Assessments. In the event of any emergency situation, condition, or occurrence affecting the life, health, safety or welfare of the Members or the property of the Members, the Board of Directors may declare an emergency assessment in such amount and payable at such time as the Board, in its sole discretion, shall deem necessary. Such emergency assessment, except for the amount and time of payment, shall be governed by all other provisions of this Declaration. Such assessment shall be prorated among the Members on the same basis as the annual assessments. The Board of Directors shall be fully protected and not liable for any mistake in judgment hereunder if the emergency assessment was made in good faith.

Section 6. Funds for the Common Area. Notwithstanding any other provision of this Declaration, all expenses incurred by reason of the Common Area and other easements maintained by the Association shall be paid from assessments on all Lots without regard as to whether any such Lot is contiguous to or touches the Common Area and shall be used to maintain the Common Area in accordance with this Declaration.

Section 7. Non-Payment of Assessments. Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid when due, shall be delinquent and shall, together with reasonable interest thereon, any fines or late fees, all as determined by the Board of Directors in their sole and absolute discretion and the cost of collection thereof including reasonable attorneys' fees, as hereinafter provided,



thereupon become a continuing lien upon the Lot or Lots belonging to the Member against whom such assessment is levied and shall bind such Lot or Lots in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. In order to evidence said lien, a notice of lien setting forth the amount of the indebtedness, the Owner's name, and a description of the Lot shall be recorded with the Office of the Register of Davidson County, Tennessee. However a failure to record or a delay in recording any such notice of lien shall not operate as a waiver of said lien. The personal obligation of the Member to pay such assessment shall, however, remain his personal obligation for the statutory period and a suit to recover a money judgment for non-payment of any assessment levied pursuant to the By-Laws, or any installment thereof, may be maintained without foreclosing or waiving the lien herein.

Any assessment levied pursuant to this Declaration or any installment thereof, which is not paid within ten (10) calendar days after it is due may, upon resolution of the Board of Directors, bear interest at a rate not to exceed the highest rate allowed under the laws of the State of Tennessee and may, in addition, by resolution of the Board of Directors, subject the Member obligated to pay the same to the payment of such penalty or "late charge" as the said Board may fix. The Association may bring an action of law against the Member personally obligated to pay the same, or foreclose the lien against the Lot or Lots subject to prior mortgages or deeds of trust upon the Lot or Lots. In either event, the Association may collect from the Member reasonable interest, costs, penalties, late charges, fines, and reasonable attorneys' fees. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Property or abandonment of his lot.

For the purpose of enforcing the lien of any unpaid and delinquent assessment, each Owner irrevocably grants the Board of Directors of the Association the power to sell his Lot at public outcry to the highest and best bidder for cash. The Board of Directors is authorized to make such a public sale if and only if such sale conforms with Sections nine (9) and ten (10) of this Article. The Association is hereby authorized to take any and all courses of action available to it for collection of the assessment which the laws of the State of Tennessee allow. Any such sale shall be made after first advertising the sale of said property for twenty-one (21) calendar days by three (3) weekly publications in some newspaper in the County of Williamson, State of Tennessee, giving notice of the time and place of such sale. Any sale of a Lot to enforce a lien for delinquent and unpaid assessments shall be free from equity of redemption, statutory right of redemption, marital rights, homestead, and dower and all other exemptions, all of which are expressly waived by the Owners; and any such sale and the lien enforced thereby shall take precedence over any all other liens of every nature against the Lot except real estate and advalorem taxes assessed against the Lot and prior recorded mortgages or deeds of trust described in Section nine (9) of this Article. The proceeds of any such sale, whether under the power of sale or foreclosure suit, shall be applied first to the payment of the expenses protecting the Property and the expenses of litigation, attorneys' fees, and sale commission; and second, to the payment of real estate and advalorem taxes assessed against the Lot and any prior recorded mortgages or deeds of trust as described above; and third, to the payment of all amounts due the Association under the terms of the Declaration and By-Laws; and the balance, if any, to the Owner whose Lot is sold, and his assigns. Upon any default in the payment of the assessment, the Board of Directors shall have the right to all rents, issues, and profits from the Lot in default and shall have

the right to secure the payment through notice to those in possession of the Lot or by entry into possession in the same manner as the mortgage entering into possession following default.

All rights, remedies and privileges granted to the Board of Directors or an Owner, pursuant to any terms, provisions and covenants and conditions of the Declaration and By-Laws, shall be deemed to be cumulative, and the exercise of one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party by the Declaration and the By-Laws at law or in equity.

Section 8. Acceleration of Installments. Upon default in the payment of any one or more installments of any assessment levied pursuant to this Declaration, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

Section 9. Priority of Lien. The lien established by this Article shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

- (a) General and special assessments for real estate taxes on a Lot; and
- (b) The liens of any deeds of trust or mortgage instruments duly recorded on the Lot prior to the assessment of the lien thereon or duly recorded on said Lot after receipt of a written statement from the Association reflecting that payments on said lien were current as of the date of recording of said deed of trust or mortgage instrument.

Section 10. Subordination and Deed of Trust/Mortgage Protection.

Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to this Declaration upon any Lot shall be subordinate to, and shall in no way affect the rights of the holder of any indebtedness secured by, and recorded first deed of trust or mortgage (meaning a lien with priority over all other liens), if such deed of trust or mortgage is made in good faith and for value received; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure, and shall not in such instance apply to claims for a share of such assessments or charges resulting from a reallocation of such assessments or charges to all Owners, including the mortgaged units. Such sale or transfer shall not relieve the purchaser at such sale of the Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. Said lien, if any, shall have the same effect and be enforced in the same manner as provided herein.

No amendment to this Section shall affect the rights of the holder of any such deed of trust or mortgage (or the indebtedness secured thereby) recorded prior to

recording of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

Section 11. Additional Default. Any recorded first deed of trust or mortgage secured by a Lot shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Declaration, or any installment thereof, shall likewise be a default in such deed of trust or mortgage (or the indebtedness secured thereby), but failure to include such a provision in any such instrument shall not affect the validity of priority thereof, and the protection extended to the holder of such instrument (or the indebtedness secured thereby) elsewhere in this Article shall not be altered, modified, or diminished by reason of such failure.

## ARTICLE VIII.

### ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. An Architectural Control Committee (the "Committee") is hereby established and, until control of the Association is transferred to the Members, shall consist solely of the Declarant. After the Declarant has transferred control of the Association to the Members, the Committee shall consist of the three (3) entities or persons as appointed by the Board of Directors. These Committee members shall serve for a period of two (2) years unless they resign, or otherwise fail to serve. Upon the expiration of two (2) years from the date hereof, or the earlier termination of any Committee member, the Board shall then appoint substitute Committee members provided, however, that the Declarant shall have the absolute right to be one of the three (3) Committee members until the development is complete, all development bonds have been released, and all of the Lots have been sold and residences built thereon. The affirmative vote of a majority of the membership of the Committee shall be required to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permanent authorization or approval pursuant to directives or authorizations contained herein.

The Declarant and / or the Committee may, at its sole discretion, engage a licensed Architect / Landscape Architect to review submittals made to the Committee. If an Architect / Landscape Architect is retained for submittal review, said Architect / Landscape Architect shall be allowed to charge a reasonable fee for making such review. **The Lot Owner / prospective Lot Owner shall be responsible for paying the Architect's / Landscape Architect's review fee in advance of any such review.**

Section 2. Approvals Necessary, Rules of Committee and Remedies for Violation. **With the exception of improvements desired by the Declarant, no structure, including the primary residence, or improvement of any kind or nature, including any landscaping whatsoever, or any fence or barrier shall be commenced, erected, placed, moved onto, or permitted to remain on any of the Lots, nor shall any existing structure, including the primary residence, improvement, landscaping, fence or barrier upon any Lot be altered in any way which materially changes the exterior appearance (including color) thereof, without the written consent of the Committee; nor shall any new use be commenced on any Lot without the written consent of the Committee. Plans and specifications of all such improvements and uses shall be**

submitted to and retained by the Committee. They shall be in such form and shall contain such information as may be required by the Committee, but in any event shall include, without limitation, (1) a building plan and site plan showing the floor plans, exterior elevations, color scheme, kind, shape, height, materials and location with respect to said Lot (including proposed front, rear, and side setbacks) of all structures, fences or barriers, and location of all parking spaces and driveways on the Lot and the proposed surface thereof and (2) grading and landscaping plans. Declarant recommends (1) that each owner procure a soil test report prepared by a soils engineering firm approving the intended use of the Lot; and (2) **unless waived in writing by Declarant, it is required that all plans and specifications be prepared by a State of Tennessee registered and licensed, professional Architect, Civil Engineer, or Landscape Architect as each submittal may require.**

The Committee may promulgate rules governing the forms and content of plans to be submitted for approval or requiring specific improvements on the Lots, including, without limitation, the exterior lighting and planting, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details or other matters which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Committee at any time, and no inclusion in, or omission from or amendment of any such rule of statement shall be deemed to bind the Committee to approve or disapprove any feature or matter subject to approval or to waive the exercise of the Committee's discretion as to any such matter; however, no change of policy shall affect the finality of any approval granted prior to such change. Approval for use on any Lot of any plans or specifications shall not be deemed a waiver by the Committee in its discretion to disapprove such plans, specifications, features or elements as are subsequently submitted for use on any other Lot. Approval of any such plans and specifications relating to any Lot shall be final as to that Lot, and such approval may not be revoked or rescinded thereafter provided that the plans and specifications as approved and as conditions attached to any such approval have been adhered to and complied with in regard to all structures, improvements, landscaping, fences or barriers on and uses of the Lot in question.

In the event the Committee fails to approve or disapprove any plans and specifications as herein provided within **sixty (60) days** after submission thereof, the same shall be deemed to have been approved as submitted and no further action shall be required. **Once approval for construction is given by the Committee, the Owner must begin construction within sixty (60) days. If the Owner fails to begin construction within this sixty (60) day time period then the Committee's approval shall expire and the Owner shall have to reapply.**

If any structure, improvement, landscaping, fence or barrier shall be altered, erected, placed or maintained upon any Lot or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Committee as required herein, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of the restrictions herein and without the approval required herein; and upon written notice from the committee, such structure, improvement, landscaping, fence or barrier so altered, erected, placed or maintained upon any Lot, in violation hereof, shall be removed or altered, and such use shall be terminated so as to extinguish such violation.

If **fifteen (15)** days after the notice of such violation, the Owner of the Lot in question shall not have taken reasonable steps toward the removal, alteration or termination of the same, the Association, by its officers or directors, shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation and the costs thereof, including reasonable attorney's fees, shall be a binding personal obligation of such Owner, as well as, a continuing lien with the Office of the Register of Williamson County, Tennessee. The provisions of the Article of this Declaration dealing with assessments and non-payment thereof, including, without limitation, the rights and remedies given to the Association therein, shall apply fully to the debt obligations, including interest and costs of collection including reasonable attorneys' fees, and the lien rights created in this section. Likewise, the terms and conditions of said Article dealing with subordination and mortgage protection shall be fully applicable.

Upon completion of the construction or alteration of any structure in accordance with the plans and specifications approved by the Committee, the Committee shall, upon written request of the Owner thereof, issue a letter of compliance identifying such structure and the Lot on which such structure is placed and stating that the plans and specifications, location of such structure and the use or uses to be conducted thereon have been approved and that such structure complies therewith. Preparation of such letter shall be at the expense of the Owner of such Lot. Any compliance letter issued in accordance with the provisions of this paragraph shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such compliance letter shall be conclusive evidence that all structures and improvements described therein, and the use or uses described therein, comply with all the requirements of these restrictions.

Any agent of the Declarant or the Committee, may, at reasonable times, enter upon and inspect any Lot and any improvements thereon for the purposes of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of structures and improvements thereon are in compliance with the provisions of this Declaration, and no such persons shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

#### **ARTICLE IX.** **CONSTRUCTION OF RESIDENCE**

**Section 1.** Construction of a residence shall commence within eighteen (18) months after closing on the Lot. In addition to any other provision or requirement contained herein, failure of Lot Owner to commence construction within eighteen (18) months, shall, in the sole discretion of Developer (or the HOA, if governing authority has transitioned to the HOA) incur a daily fine in the amount of Seventy Five and No/100 (\$75.00) Dollars until Lot Owner commences construction on the Lot. Prior to Commencement of Construction of any improvement or landscaping on any Lot, the Owner must have the written approval of the Architectural Control Committee as described in Article VIII. Additionally, unless waived in writing by the Declarant, the Owner must provide the Association with a **Fifteen Thousand and NO/100 Dollar (\$15,000.00) cash deposit** to be held by the Association until the completion of

construction of the principal residence and all other improvements, including landscaping, as shown on the plans approved by the Committee. The cash deposit shall secure the Association against damage incurred to streets, alleys, curb and gutter, Common Area, landscaping, or any other improvements within the subdivision. The deposit shall be held by the Committee, without interest, for the duration of the construction. The cost of repair of any damages, or any other costs and expenses, incurred by virtue of such construction shall be paid from the deposit. Any balance shall be returned to the Owner at the conclusion of construction and any shortfall in the costs incurred to repair any damage incurred by the construction shall become an assessment against the Owner's Lot due and payable within thirty (30) days of invoicing to Owner. The Committee shall have the exclusive right to determine in its sole discretion how the deposit should be disbursed and whether any of the deposit should be returned to the Owner.

All construction of residences within the Property shall be performed by contractors licensed to perform such work in the State of Tennessee.

Within thirty (30) days of the Owner's notice to the Association (see Section 2. below) of the issuance of a Certificate of Occupancy for the primary structure the Association's Architect and / or Landscape Architect will conduct an inspection of the improvements required to be on the Lot provided that the inspection of the primary residence shall include exterior elements only. If necessary the Architect and / or Landscape Architect will provide the Committee and the Owner with a list of items ("the Punch list") that are either absent, incomplete, deviate from the approved submittal, or are aesthetically unacceptable. Owner shall have thirty (30) days from the date the Punch list is provided to Owner to correct all items listed thereon. Upon completion of items listed on the Punch list, the Owner shall notify the Association and the Architect and / or Landscape Architect will conduct a follow up inspection to ensure that the items listed on the Punch list have been satisfactorily addressed by the Owner. These inspections shall continue until such time as all items on the Punch list have, at the Architect's and / or Landscape Architect's sole and absolute discretion, been satisfactorily addressed by the Owner. If, after three (3) such inspections there remain unaddressed items on the Punch list, the Association has the right but not the obligation to expend as much of the Owner's cash bond as is necessary to complete the Punch list with any amount spent in excess of the bond amount becoming a Special Assessment on the Lot in question due and payable by the Owner within ten (10) days of demand for payment by the Association. **The Lot Owner shall be responsible for paying the Architect's / Landscape Architect's inspection fees, if any.**

*These inspections and/or approvals are not a certification of any type or kind and shall not in any way transfer any liability whatsoever to the Association, the Committee, or the Architect and / or Landscape Architect regarding, without limitation, the design, materials, or construction of any improvement on the Lot. Such approvals and inspections are merely for aesthetic purposes and conformity with the approved plans.*

Section 2. Completion of Construction. Once construction of a residence is commenced, the particular Owner shall proceed diligently therewith and complete construction within twelve (12) months after said commencement. Owner shall notify

the Association within three (3) days of the issuance of the Certificate of Occupancy for the primary residence on the Lot.

If said construction is not completed within said twelve (12) months, then unless a time extension is granted in writing by the Declarant, the Owner shall owe to the Declarant a penalty equal to twenty percent (20%) of the original price of the Lot. Said amount shall be payable within thirty (30) days after the end of said twelve month and shall increase by an additional penalty of one percent (1%) of said price for each additional thirty (30) days it remains unpaid. Said penalties, together with costs of collection thereof, including reasonable attorneys' fees, shall be a binding personal obligation of such Owner, as well as, a continuing lien upon the subject Lot upon the recording of a notice of lien with the Office of the Register of Williamson County, Tennessee. The rights and remedies given to the Association by the Articles of this Declaration dealing with assessments and non-payment thereof shall apply fully to the debt obligations, including costs of collection, and the lien rights created in this Section for the benefit of the Declarant.

The terms and conditions of this Section, including, without limitation, the time period set forth for completion of construction, shall apply fully to any subsequent purchasers of any Lot.

Section 3. Pre-Existing Soil Conditions. Cartwright Close Subdivision may be on filled or partially filled land. The Declarant makes no representation as to this development being on undisturbed ground. Declarant shall not be responsible nor liable for any claims of any kind or character regarding fill material or underground conditions of any nature within this development that existed prior to the construction of this subdivision or planned development.

Section 4. Subordination and Mortgage Protection. The subordination and mortgage protection provisions of the Article of this Declaration dealing with assessments and non-payment thereof shall be fully applicable to all the rights and remedies of the Declarant created by this Article.

## ARTICLE X. RESTRICTIVE COVENANTS

Section 1. Land use and Building Type. No Lot shall be subdivided without the written consent of the Declarant and / or the Association. No Lot shall be used except for single-family residential purposes and except for those uses permitted to the Declarant as shown in this Declaration. The minimum heated / cooled finished living area of any house shall be **five thousand (5,000) square feet** exclusive of open porches and attached or detached garage. However, nothing contained in these restrictions is intended to limit or restrict, and same shall not limit or restrict Declarant from constructing any structure upon, or moving any mobile home or trailer onto, the Property whether any of same be new or used, for use as an office or any other purpose related to the development, marketing and management of the Property, nor shall same limit or restrict Declarant from placing such signs or billboards or engaging in such trades, businesses or activities on the Property which Declarant, in its sole and absolute discretion, shall deem

appropriate and proper related to the development, marketing and management of the Property.

Section 2. Easements. In addition to and without limitation of any other easements or rights reserved elsewhere in this Declaration, the following rights and easements are hereby reserved and the Property and each individual Lot thereon is hereby made subject to the following restrictions.

(a) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on any Plat and as otherwise shown by the public records. Within those easements no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or which may change the direction or flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Lot Owner except for those improvements for which a public authority or utility company is responsible.

(b) Easements are reserved as shown on any Plat and as otherwise shown by the public records for the purpose of permitting underground wires of cables of public utilities including, without limitation, electric, telephone, and cable television.

(c) Each Lot Owner shall be required to grant such easements upon the Lot as are necessary to serve the Property for water, sewer, telephone, gas, electricity, storm drainage, and any other utility that the Declarant, in its sole discretion, deems necessary for the proper development of the Property, for the erection and maintenance of the necessary poles and other equipment, wires and conduits, sewer and water lines, on, above, or below any Lot; provided however, no Lot Owner shall be required to grant any easement that which would constitute an unreasonable interference with the use and enjoyment of his Lot. Any easement granted hereby shall impose on the grantee of said easement the obligation to (i) maintain said easement so that the use thereof will not unreasonably interfere with the use and enjoyment of any Lot and (ii) repair and restore that portion of any Lot upon which the easement is located to its original condition or as near as is reasonably practicable to its original condition.

(d) Until completion of Declarant's intended development of the Property, an easement is reserved to the Declarant for ingress and egress generally across the Property including any Lot at reasonable places for the purpose of completing the Declarant's intended development of the Property, provided that said easement shall be reasonable and shall not prevent the construction of improvements on a Lot nor the reasonable use and enjoyment of a Lot by a Lot Owner.



(e) A permanent easement is reserved to the Declarant to enter the Common Area and any Lot owned by Declarant to maintain thereon such facilities and perform such operations as in the sole opinion of the Declarant may be reasonably required, convenient, or incidental to the maintenance or development of the Property by the Declarant including, without limitation, a business office, sales office, storage area, construction yards, signs, and model homes.

(f) An easement is granted and reserved to the Declarant and the Association, their officers, agents, employees, including employees of any management company having a contract with the Association, over and upon the Common Area to perform the duties of maintenance and repair of the Common Area, to maintain any utilities for which an easement has been granted and to prevent damage to the Common Area or any Lot or structure situated thereon.

(g) In accordance with the specifications of the governmental body or agency having jurisdiction over the construction of the private streets and any other public or private improvements, the right is expressly reserved to the Declarant to construct all streets, roads, alleys, public ways, and any other public or private improvements, as now or as hereafter may be shown on any Plat, at such grades or elevations as Declarant, in its sole and absolute discretion, may deem proper for the purpose of constructing any such streets, roads, alleys, public ways, and any other public or private improvements.

(h) Each Lot and any Common Area shall be subject to and there is hereby reserved an easement for encroachment created by construction, settling, shifting, engineering or surveying errors, or overhangs for all buildings or other improvements constructed by the Declarant, its agents, contractors, or employees, and any maintenance, repair, correction, or alteration of same.

(i) The right of the Declarant to subject the Common Area to easements for access, ingress, egress, utilities, and use as may be necessary or required by any governmental body or agency having jurisdiction over the Property to serve other phases of the Development.

(j) At the sole and absolute discretion of the Declarant, if access, ingress, or egress to or from any Lot is necessary through any Common Area, an easement across the Common Area at reasonable places is reserved to the Lot Owner for the purpose of access, ingress, or egress to and / or from such Lot.

Section 3. Basketball Goals. No basketball goals either permanent or temporary shall be allowed in the front or side yards of any Lot in this development nor shall any basketball goals be allowed at any time in the Common Area or within the streets within the Property.

Section 4. Building Location. The location of any building constructed shall be in accordance with the Williamson County, Tennessee subdivision and zoning regulations. However, in no case shall a building be located nearer than the minimum building setback from any street in the subdivision. For the purpose of this covenant,

eaves, steps, and open porches shall not be considered as a part of the building, providing however, that this provision shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

Section 5. Business Use. No trade or business may be conducted in or from any Lot except that an Owner or occupant of a Lot may conduct business activities within the Lot so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell or vibration from outside the Lot; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming onto the Property who do not reside on the Property or door-to-door solicitation of residents of the Property; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offense use, or threaten the security or safety of other residents of the Properties, as may be determined by the Association in its sole discretion. 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 includes 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.

Section 6. Clotheslines. No clotheslines or other outside apparatus for the drying of clothes shall be allowed in this development.

Section 7. Fences. No fence shall be constructed or erected on any Lot unless the design and location thereof have been approved by the Declarant or the Committee as per the provisions of Article X, Section 18 and Article VIII of this Declaration. No fence constructed on any Lot shall extend forward of the front line of the residence constructed on the Lot. Wooden fences shall not be allowed within this development.

Section 8. Garbage and Refuse Disposal. No Lot nor any Common Area shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers/ All equipment for the storage or disposal of such material shall be kept in a clean, sanitary, and workmanlike condition and shall be screened from view of neighbors and the public.

Section 9. Gardening, Pets, and Livestock. Vegetable gardening will be allowed only to the rear of the residence.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, and other non-exotic household pets may be kept provided that they are confined to the Lots of their owners by leash and by fence and further that they are not bred or kept for commercial purposes nor kept in such numbers as to become a nuisance as defined in Article 10 Section 17 Nuisances below.

All pets, (no exceptions, including cats) must be held or kept leashed at all times when not confined excessive barking is prohibited. The Association is entitled to a

mandatory injunction for the removal of any animal in violation of this or any other provision of this Declaration upon ten (10) days written notice to the owner of the animal.

Animal waste within each individual Lot must be disposed of on a regular basis so as not to become an eyesore or other type of nuisance.

Animal waste while walking your pet must be immediately disposed of with scoopers or plastic bags.

Section 10. Guns. The discharge of any firearm within the Property is prohibited. The term "firearm" includes "BB guns" and pellet guns, as well as firearms of all types, regardless of size.

Section 11. Leasing. Notwithstanding any other provision of this Declaration, the purchase of a Lot solely for the purpose of leasing it is strictly prohibited. An Owner may not lease a Lot or any improvements located thereon unless (a) the Owner has first continuously occupied the residence located on the Lot for a period of at least two (2) years or (b) the Association's Board of Directors, in its sole and reasonable discretion based on all relevant factors, approves in writing a hardship exception expressly authorizing the leasing of the Lot. For purposes of the leasing restriction contained in this Section, the term "owner" shall include any person or entity who is related to the Owner by blood or marriage, an entity controlled in whole or in part by the Owner, or any person or entity which obtained title to said Lot in anything other than an arms-length transaction. All leases shall be for a minimum term of one (1) year.

Section 12. Lot Grading and Drainage. Each Lot owner is prohibited from obstructing the free flow of storm or irrigation water drainage, or diverting or changing any such drainage pattern in any manner which may result in damage, ponding of water, or inconvenience to any other Lot, Common Area, or Lot Owner.

Section 13. Lot Maintenance. In the event any Lot Owner shall fail to maintain his Lot or the improvements thereon in a manner consistent with the provisions of this Declaration or the By-Laws, the Association, after approval by a vote of its Board of Directors, shall have the right but not the obligation, through its agents and employees, to enter upon said lot to repair, maintain and restore the Lot and the exterior of the residence and any other structures erected on the Lot, in accordance with the provisions of this Declaration particularly Article V. All landscaping, including grassed lawns, shall be kept in like new condition and shall be maintained in neat and workmanlike manner. Grass lawns shall be kept neatly trimmed and beds shall be kept weeded. Mulch shall be removed and replaced at least once a year.

Any costs, including reasonable attorney's fees and other costs of collection, incurred by the Association in making any such repair, maintenance, or restoration shall be added to and become part of assessment to which the Lot is subject

Section 14. Mailboxes. All mailboxes and posts must be brick or stone matching the architecture and style of the primary residence and must be approved by the Declarant / Committee.

Section 15. Membership. All Lot Owners shall be required to maintain membership in the Cartwright Close Homeowners Association and shall be jointly responsible for the maintenance and repair of the Common Area.

Section 16. Metal and Plastic Buildings. With the possible exception of children's play equipment (See Section 19, Playground Equipment below), no metal or plastic buildings shall be allowed.

Section 17. Nuisances. No noxious or offensive activity, whether legal or not, shall be carried on upon or in any Lot, or any of the Property, or any public or private streets or alleys shown on the Plat nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood as defined and determined, in their sole and absolute discretion, by the Declarant and / or the Association.

Section 18. Plan Approval. No structures of any kind including but not limited to buildings, swimming pools, patios, walls, and fences shall be erected on or moved onto any lot until the design and plot / site plan thereof have been approved in writing by the Declarant, a committee or a design professional appointed by them. However, in the event that Declarant, such committee, or design professional fails to approve or disapprove such design and plot plan within **sixty (60)** days after submission to them, then such approval shall not be required. The approval of Declarant, its committee, or design professional may restrict the quality of workmanship, materials, harmony of external design with the existing structures, and as to location with respect to topography and finished grade elevation. Reference is hereby made to Article VIII of this Declaration for additional terms and conditions regarding approval of plans.

Notwithstanding the foregoing language and any approval granted by the Architectural Control Committee, the Owner of any Lot shall be solely responsible for procuring any City or County permits that may be required for the construction or placement of any improvement of any kind and further shall be responsible for ensuring that the construction and location of any improvement of any kind meets all applicable ordinances, codes, and regulations.

Section 19. Playground Equipment. No playground equipment including but not limited to, swing sets, trampolines, soccer goals, basketball goals, skateboard ramps, and play houses shall be allowed in any front or side yard and shall not be allowed in rear yards unless the property is screened to the satisfaction of and in the sole and absolute discretion of the Committee.

Section 20. Satellite Dishes. No satellite dishes having a diameter greater than eighteen inches (18") shall be allowed. Any permitted satellite dishes must be located in the rear yard (not front or side yards) and must be at least ten feet (10') from all Lot lines.

Section 21. Sexual Offenders. Convicted sexual offenders are prohibited from visiting, working or residing within Cartwright Close. For purposes of this restriction, the term "convicted" shall be defined consistent with the term "conviction" in Tenn. Code Ann. § 40-39-202(1). The term "sexual offender" includes all persons so defined in

Tenn. Code Ann. § 40-39-202(19), as well as any person convicted of a similar crime under federal law or the laws of any other State.

Section 22. Signs. Except for signs provided by the Declarant, no signs, billboards, unsightly objects, or nuisances of any kind shall be erected, placed, displayed, or permitted to remain on any Lot except Committee approved, professionally lettered builder's or realtor's signs not exceeding 24" x 30" in size. Lot Owners may only display one such sign at a time. No signs may be placed in the Common Area except by Declarant.

Section 23. Statuary. There shall not be any statues or fountains of any kind within the front or side yard of any Lot within this development.

Section 24. Stone and Gravel Yards and Drives. Stone and gravel yards and drives are strictly prohibited within this development.

Section 25. Swimming Pools. No above ground swimming pools shall be allowed in this development. The construction of any swimming pool is subject to the provisions of Article X, Section 18 and Article VIII of this Declaration.

Section 26. Subdivision Conditions. The approved conditions of Cartwright Close as shown on the recorded Subdivision Plat are incorporated into this document by this reference.

Section 27. Temporary and Incomplete Structures. No temporary structure or incomplete structure may be used on the Property at any time, temporarily or permanently as a residence. Likewise, no tent, shack, outbuilding, barn, shed, camper, mobile home, motor home, basement, or dwelling not substantially completed may be used as a residence, temporarily or permanently; provided however, that this restriction shall not serve to prohibit the Declarant from maintaining temporary structures for the purposes of a sales office, construction office, and / or storage facility during the period of development and construction of the Property.

Section 28. Vehicles. Junk vehicles, inoperable vehicles, unlicensed vehicles not for immediate use or vehicles of any kind in disrepair may not be kept or parked on the Property or any public or private street or alley in the Development. No Lot Owner shall permit any motor vehicles (operable or inoperable) owned by him, his tenants, his guests, or his invitees to remain parked on the public or private streets or alley within the Development for more than twelve (12) hours in any week.

Vehicles may not be assembled, disassembled or serviced on the Property on any public or private street or alley in the Development unless completely hidden from public view.

No recreational vehicle, boat, or any type trailer may be parked or stored on any Lot unless same is in a garage or approved storage building.

All passenger automobiles shall be parked either on the driveway or in the garage or carport.

No commercial vehicle or trailer of any type may be parked on any Lot or in the public or private streets and alleys in the Development.

Section 29. Window Air Conditioning / Heating Units. No window mounted air conditioning or heating units shall be allowed in this subdivision.

Section 30. Additional Restrictions. The Declarant reserves unto itself the right to unilaterally approve additional and separate restrictions at the time of sale or any time thereafter of any of the Lots, which restrictions may differ from Lot to Lot. This right shall not transfer to the Association nor any of its Members at the time they assume control of the Association.

Section 31. Declarant's Facilities. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for the Declarant to maintain, during the time period necessary for the sale of said Lots, upon such portion of the premises as the Declarant deems necessary, such facilities, vehicles, and equipment as, in the sole opinion of the Declarant, may be reasonably required, convenient or incidental to the development of the Property and the sale of the Lots, including, without limitation, a business office, storage area, construction yard, signs, model units, and sales office.

Section 32. No Violations. There shall be no violation of any rules which may from time to time be adopted by the Declarant or the Board of Directors for the operation and use of the Property and promulgated among the membership by them in writing. The Declarant and the Board of Directors is hereby authorized to adopt such rules including the levying of fines for violations of these covenants and restrictions.

Section 33. Enforcement. The Declarant, in its sole discretion, or the Association, after approval by a majority vote of the Board of Directors, shall have the right, through agents and/or employees to enforce the aforesaid restrictive covenants and to enter upon any Lot in violation thereof for such purpose. Upon written notice from either the Declarant or the Association, any such violation shall be corrected by the Owner of the subject Lot. If fifteen (15) days after the notice of such violation, the Owner shall not have taken reasonable steps toward correction thereof, the Declarant or the Association, by their officers and directors, shall have the right to levy fines, and through agents and employees, to enter upon such Lot and take such steps as necessary to extinguish such violation. The costs thereof shall be the binding personal obligation of such Owners, as well as, a continuing lien upon the subject Lot upon the recording of a notice of lien with the Office of the Register of Williamson County, Tennessee. The provisions of the Article of this Declaration dealing with assessments and non-payment thereof, including, without limitation, the right and remedies given to the Association therein, shall apply fully to the debt obligations including interest, reasonable attorney's fees, and all costs of collection, and the lien created in this section. Likewise, the terms and conditions of said Article dealing with subordination and mortgage protection shall be fully applicable.

## ARTICLE XI.

MISCELLANEOUS GENERAL PROVISIONS

Section 1. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, shall inure to the benefit of the Declarant, the Association, and the Owners of any real estate subject to this Declaration, their respective legal representatives, heirs, successors and assigns, and shall remain in effect until *January 1, 2057*, unless otherwise expressly limited herein, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by sixty-seven percent (67%) of the then Owners of the Lots, in accordance with the voting rights set forth herein, has been recorded, agreeing to change said covenants and restrictions in whole or in part. Any amendment hereto must be properly recorded to be effective.

**NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DECLARANT RESERVES AND SHALL HAVE THE RIGHT FOR A PERIOD OF TEN (10) YEARS FROM THE DATE OF THE INITIAL RECORDING HEREOF TO UNILATERALLY AMEND THIS DECLARATION IN WHOLE OR IN PART IN ORDER (1) TO CONFORM THIS DECLARATION TO THE REQUIREMENTS OF ANY GOVERNMENTAL AGENCY, FEDERAL STATE OR LOCAL, (2) TO CONFORM TO THE REQUIREMENTS OF ANY MORTGAGE LENDER, OR (3) TO INSURE, IN ITS SOLE AND ABSOLUTE DISCRETION, THE REASONABLE DEVELOPMENT OF THE PROPERTY.**

Section 2. Enforcement The Declarant, the Association, or any Member, shall have the right to enforce the terms and conditions of this Declaration by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violations, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement by the Declarant or the Association including, without limitation, reasonable attorney's fees shall be chargeable to the Owner of the Lot violating these covenants and restrictions and shall constitute a lien on the Lot, collectible in the same manner as assessments hereunder.

Section 3. Annexation. Additional property and common area may be annexed to the Property at the sole and absolute, unilateral discretion of the Declarant, by execution and recording of an amendment to this Declaration.

Section 4. Hold Harmless and Owners' Responsibility. Each Owner, recognizing that certain risks are inherent in the building of houses, in activities in and about lakes and silt / sediment basins and in other aspects of building and recreation, does upon taking title to a Lot, hold harmless (1) the Declarant, (2) the Association and its Board Members, Directors, and Officers (3) any other entity managing or supervising the aforesaid activities which is owned and/or controlled or employed by the Declarant, by the Association or by some or all of the Members, and (4) their directors, officers and

employees, from any and all losses, liabilities, or damages which said owner, his family, or guests may sustain resulting from the acts, and/or omissions of said entities, except for their gross negligence. Further, said Owner shall be fully responsible for any and all losses or damages which might be caused by himself, his family, or their invitees.

Section 5. Subsurface Conditions Disclaimer. The Property may include some land that is filled or partially filled or that contains abandoned wells, underground springs or other characteristics which may affect its suitability for building. The Declarant makes no warranty or representation, express, implied or otherwise, as to the Property being undisturbed land or suitable for building, and shall not be liable for claims, losses or damages of any kind or character resulting from such conditions.

Section 6. Interest and Late Charges. Any amount due to the Association, which is not paid within ten (10) days after it is due, may, upon resolution of the Board of Directors of the Association, bear interest at a rate not to exceed the highest rate allowed under the laws of the State of Tennessee, and may, by resolution of said Board, be subject to such penalty or "late charges" as said Board may fix.

Section 7. Notices. Any notice required to be sent to any Member under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member on the records of the Association at the time of such mailing.

Section 8. Headings. All headings appearing herein are for convenience only and shall be disregarded in construing the substantive provisions hereof.

Section 9. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the validity of any other provisions, which shall remain in full force and effect.

Section 10. Waiver. No restriction, condition, obligation or provision of this Declaration shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 11. Gender, etc. Whenever in this Declaration the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

Section 12. Superseding Effect. Should there be any conflict between any of the provisions of this Declaration and the terms and conditions of the protective covenants shown on the Subdivision Plat previously filed, then the terms and conditions contained in this Declaration shall supersede and control.

Section 13. Days. All days referenced in this Declaration are calendar days unless otherwise stated.





SECRETARY'S CERTIFICATE

I, LINDSAY BUTLER, Secretary of Cartwright Close Homowners Association, Inc., DO HEREBY CERTIFY, and attest that, in accordance with Section 12.2.1 of the Original Declaration for Cartwright Close, as evidenced by their acknowledged signatures above, Owners of at least eighty percent (80%) of the total Lots have adopted this amendment and all lien holders of record have been notified hereof by certified mail.

Dated this 3 day of APRIL, 2016.

G R J

\_\_\_\_\_  
Secretary, Cartwright Close Association, Inc.

STATE OF TENNESSEE            )  
COUNTY OF Williamson    )

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he/she executed the foregoing instrument for the purposes therein contained and who further acknowledged that he/she is Secretary of Cartwright Close Homeowners Association, Inc., a Tennessee nonprofit corporation, and is authorized to execute this instrument on behalf of Cartwright Close Homeowners Association, Inc.

Sworn to and subscribed before me this 3<sup>rd</sup> of May, 2016.

Tara L. Voss  
\_\_\_\_\_

Notary Public  
My commission expires: 7-18-2016



**EXHIBIT "A"**  
**(Legal description and Plat of Subdivision)**

**TO**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
CARTWRIGHT CLOSE HOMEOWNERS ASSOCIATION**

Being a parcel of land in the Eighth Civil District of Williamson County, Tennessee, located between Hidden Valley Road and Berry's Chapel Road and being more particularly described as follows:

Beginning at a point in the east line of Michael R. Corn of record in Book 944, page 710, R.O.W.C., said point being in the center of Cartwright Creek at the southerly terminus of a 60 foot right of way west of Lot 45, as shown on the plan of Hidden Valley Estates of record in Plat Book 7, page 44B, R.O.W.C.;

Thence, with the approximate center of Cartwright Creek and the rear of Lots 45 thru 53 of said Hidden Valley Estates the following calls:

S 89° 43' 04" E, 308.22 feet to a point,  
S 76° 39' 09" E, 275.00 feet to a point,  
S 57° 01' 49" E, 500.00 feet to a point,  
N 82° 33' 11" E, 100.00 feet to a point,  
S 69° 05' 39" E, 289.25 feet to a point,  
S 44° 25' 39" E, 95.95 feet to a point,  
S 60° 40' 09" E, 59.35 feet to a point,  
S 32° 22' 09" E, 80.09 feet to a point,  
S 38° 47' 49" E, 147.87 feet to a point,  
S 51° 12' 49" E, 147.44 feet to a point,  
S 71° 46' 14" E, 119.89 feet to a point at the southeast corner of Lot 53;

Thence, with the west line of Lot 54, S 09° 13' 10" West, 47.64 feet to a point at the northwest corner of Lot 35 of Revision of Lot 35 and part of tracts of record in Plat Book 26, page 37, R.O.W.C.;

Thence, with Lot 35 the following calls:

N 80° 46' 50" W, 50.00 feet to a point,  
S 09° 13' 10" W, 620.98 feet to a point,  
S 80° 46' 50" E, 50.00 feet to an iron pin;

Thence, with the west line of Lots 36-A and 36-B of Revision of Lot 36, Hidden Valley Estates of record in Plat Book 25, page 110, R.O.W.C., the following calls:

S 09° 56' 29" W, 306.30 feet to an iron pin,  
S 07° 16' 53" E, 135.17 feet to an iron pin,  
S 08° 15' 08" W, 180.37 feet to an iron pin,  
S 85° 07' 14" W, 175.76 feet to an iron pin,  
S 06° 29' 51" E, 949.36 feet to a point in the north line of Leonard McKay of record in Book 1143, page 253, R.O.W.C.;

Thence, with said McKay and generally following an old fence the

following calls: N 82° 15' 01" W, 474.59 feet to a metal post,  
 S 54° 32' 58" W, 468.89 feet to a point,  
 S 64° 52' 33" W, 257.40 feet to a point,  
 S 56° 25' 38" W, 433.42 feet to a point,  
 S 71° 01' 10" W, 182.07 feet to a point at the southeast corner of Gullford McKay, et. al. of record in Book 1223, page 986, R.O.W.C.;

Thence, with said McKay, N 14° 55' 15" W, 1016.64 feet to a  
 point; Thence, N 83° 26' 50" W, 486.18 feet to an iron pin;

Thence, with the east line of Michael R. Corn and wife, Cynthia of record in Book 1316, page 667, R.O.W.C. and Book 944, page 710, R.O.W.C., as shown on Boundary Survey of Robert Young Property of record in Plat Book 8, page 52A, R.O.W.C., the following call:

N 08° 41' 51" E, 215.52 feet to a point,  
 N 04° 59' 45" E, 146.84 feet to a point,  
 N 07° 29' 50" E, 237.90 feet to a point,  
 N 04° 23' 31" E, 311.14 feet to a point,  
 N 06° 07' 49" E, 534.76 feet to a point,  
 N 04° 44' 09" E, 178.38 feet to an iron pin,  
 N 88° 33' 07" E, 425.08 feet to an iron pin,  
 N 08° 36' 40" E, 452.53 feet to a point;

Thence, with the line of Paul Locke, et. ux. of record in Book 116, page 517, R.O.W.C. The following calls:

S 58° 23' 20" E, 360.00 feet to a point,  
 N 32° 36' 40" E, 154.00 feet to a point,  
 N 46° 23' 20" W, 305.70 feet to a point,  
 N 18° 59' 37" W, 309.91 feet to a point in the east line of Michael R. Corn;

Thence, with said Corn, N 08° 36' 40" East, 132.00 feet to the Point of Beginning, containing 6,238,063 square feet or 143.21 acres, more or less.

Being all that property set forth on that First Revision, Final Plat of Cartwright Close, of record at Plat Book 51, pages 58A-F, Register's Office for Williamson County, Tennessee.

LESS AND EXCEPT the property described in instrument recorded at Book 4684, page 528, said Register's Office, and

Being the same property conveyed to CC Partners, LLC by Deed of record at Book 5086, page 822, Register's Office for Williamson County, Tennessee.





**PREPARED BY AND RETURN TO**

**J. Trent Lehman  
Lehman & Lehman  
1646 Westgate Circle, Suite 102  
Brentwood, TN 37027**

mai/

**THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR CARTWRIGHT CLOSE**

Is made this 28th day of December, 2016, by Tuscany Properties, LLC (the "Declarant") a limited liability company formed in the State of Tennessee.

WHEREAS, the residential real estate subdivision known as Cartwright Close located in Williamson County, Tennessee as recorded in Plat Book 51 Page 58A-F, as revised in Exhibit "B" to the Amended and Restated Declaration of Covenants, Condition and Restrictions recorded in Book 6768, page 369 of the Register's Office for Williamson County, Tennessee (the Property").

WHEREAS, the Declarant desires to amend the amended and restated declaration of covenants, condition and restrictions as reflected herein;

WHEREAS, pursuant to Article XI, Section 1 of the Amended and Restated Declaration, Declarant may unilaterally amend the Declarations, Covenants and Restrictions; and

WHEREAS, Declarant hereby includes the following additional language to Article V., Section 1 of the Amended and Restated Declaration:

The portion of the public road from Hidden Valley Road to the boundary of the final plat of Cartwright Close will be dedicated as a public road. Until such time as the local government accepts this portion of the road for ownership and maintenance, the public road will be maintained by the Homeowners Association of Cartwright Close. The local government is not required to accept the dedication of public road.

Any provision in the Declaration of Covenants Conditions and Restrictions of record in Book 6768, page 369 in the Register's Office for Williamson County, Tennessee, not specifically modified herein, shall remain in full force and effect, undisturbed by this Amendment.

In witness whereof, the undersigned has caused these presents to be signed by the officers duly authorized so to do the day and year first above written.

Tuscany Properties, LLC

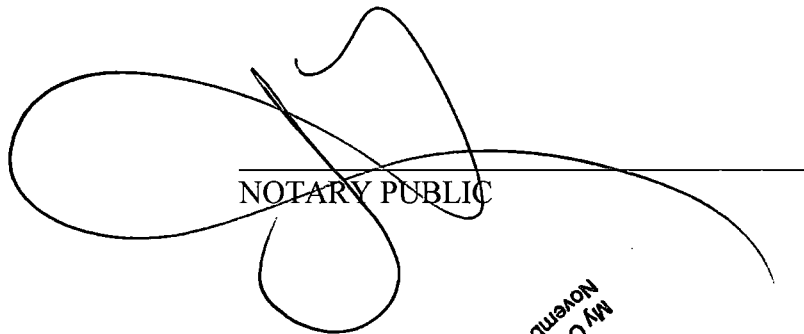
By: Zachary T. Randolph  
Name: Zachary T. Randolph  
Title: Authorized Agent

STATE OF TENNESSEE )  
COUNTY OF WILLIAMSON)

Before me, the undersigned Notary Public, of the State and County aforesaid, personally appeared Zachary T. Randolph, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be Authorized Agent of TUSCANY PROPERTIES, LLC, the within named bargainer, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

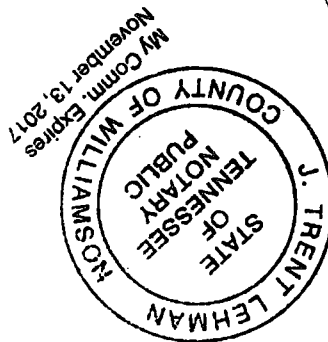
Witness my hand and Notarial Seal, at office, this 21<sup>st</sup> day of

December, 2016.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

11/13/17



**BK: 6973 PG: 516-517**

**16057787**



2 PGS:AL-RESTRICTIONS	
470739	
<b>12/30/2016 - 10:17 AM</b>	
BATCH	470739
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	12.00

STATE OF TENNESSEE, WILLIAMSON COUNTY  
**SADIE WADE**  
REGISTER OF DEEDS





000848553

# CHARTER NONPROFIT CORPORATION (ss-4418)

Page 1 of 2



**Tre Hargett**  
Secretary of State

**Division of Business Services**

**Department of State**

State of Tennessee

312 Rosa L. Parks AVE, 6th FL

Nashville, TN 37243-1102

(615) 741-2286

Filing Fee: \$100.00

*For Office Use Only*

**-FILED-**

Control # 000848553

The undersigned, acting as incorporator(s) of a nonprofit corporation under the provisions of the Tennessee Nonprofit Corporation Act, adopt the following Articles of Incorporation.

**1. The name of the corporation is:** Cartwright Close Homeowner's Association

**2. Name Consent: (Written Consent for Use of Indistinguishable Name)**

This entity name already exists in Tennessee and has received name consent from the existing entity.

**3. This company has the additional designation of:**

**4. The name and complete address of its initial registered agent and office located in the State of Tennessee is:**

Cartwright Close Homeowner's Association

STE 205

1804 WILLIAMSON CT

BRENTWOOD, TN 37027-8171

WILLIAMSON COUNTY

**5. Fiscal Year Close Month:** December

**Period of Duration:** Perpetual

**6. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is:**  
(none) (Not to exceed 90 days)

**7. The corporation is not for profit.**

**8. Please complete all of the following sentences by checking one of the two boxes in each sentence:**

This corporation is a  public benefit corporation /  mutual benefit corporation.

This corporation is a  religious corporation /  not a religious corporation.

This corporation will  have members /  not have members.

**9. The complete address of its principal office is:**

STE 205

1804 WILLIAMSON CT

BRENTWOOD, TN 37027-8171

WILLIAMSON COUNTY

**Exhibit C**

*(Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.)*

000848553 / 10/27/2010 10:00 AM RECEIVED BY MAIL ROOM



**Exhibit D****THIS INSTRUMENT PREPARED BY:**

J. Trent Lehman, Attorney  
Lehman & Lehman  
1646 Westgate Circle, Suite 102  
Brentwood, TN 37027

**BY-LAWS OF  
CARTWRIGHT CLOSE HOMEOWNERS ASSOCIATION, INC.**

The By-Laws shall constitute and be the administrative By-Laws of Cartwright Close Homeowners Association, Inc., and the administration of the Cartwright Close Subdivision and property as may be annexed therein, Williamson County, Tennessee, shall be governed hereby. All present or future owners of Lots therein and their successors, tenants, future tenants, and their employees, and any other person that might use the facilities of the Subdivision project, as defined in the Declaration hereinafter defined, in any manner, are subject to the regulations set forth in these By-Laws and the Declaration of Covenants, Conditions and Restrictions For Cartwright Close Subdivision, and as may be expanded from time to time (the "Declaration"). In the event there shall exist any conflict between the terms and conditions of these By-Laws and the Declaration, the terms and conditions of the Declaration shall control, and most specifically those affecting and/or granting rights and remedies to Cartwright Close, its successors and assigns. The mere acquisition or rental of any of the Lots comprising the Subdivision Project being subject to these By-Laws or the mere act of occupancy of any of said Lots will signify that these By-Laws are accepted, ratified, and will be complied with.

**ARTICLE I**

**FORM OF ADMINISTRATION - THE ASSOCIATION**

Section I. NAME AND NATURE OF ASSOCIATION. The Association shall be a Tennessee Corporation not for profit and shall be called CARTWRIGHT CLOSE HOMEOWNERS ASSOCIATION, INC.

Section 2. MEMBERSHIP. Each Owner upon execution of these By-Laws or the acquisition of an ownership interest in a Lot shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such Lot Owner of his Ownership Interest, at which time the new Lot Owner shall automatically become a member of the Association.

Section 3. VOTING RIGHTS. Subject to the voting rights of Tuscan Properties, LLC set forth in the Declaration, including the unilateral right to amend the Declaration and these By-Laws, each member owning the entire Ownership Interest in a Lot shall be entitled to exercise the voting power of his one share in the Association. The proportionate ownership interest in the Association attributable to each Lot shall be that ratio of one (1) Lot to the total number of Lots in the Subdivision Project, as the same may expand from time to time. If two or more persons, whether fiduciaries, tenants in common or otherwise, own undivided interests in the ownership interest in a Lot, such person(s) shall only be entitled to one vote and shall appoint by proxy or otherwise the person authorized to cast such vote.

Section 4. PROXIES. Members may vote or act in person or by proxy. The person appointed as proxy need not be a member of the Association. Designation by a member or members of a proxy to vote or act on his or their behalf shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board by the member or members making such designation. Notice to the Board in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized.

Section 5. MEETING OF MEMBERS. Annual Meeting. The annual meeting of the Association for the election of members of the Board, the consideration of reports to be laid before such meeting, and the transaction of such other business as may properly be brought before such meeting shall be held at the office of the Association, or at such other place in Nashville, Tennessee as may be designated by the Board and specified in the notice of such meeting. The annual meeting of members of the Association shall be held on the first Tuesday of December of each year, if not a legal holiday and, if a legal holiday, then on the next succeeding business day. The annual meeting shall be held at 6:00 o'clock P.M., or at such other time as may be designated by the Board and specified in the notice of the meeting.

Special Meeting. Special meetings of the members shall be called upon the written request of the President of the Association or, in case of the President's absence, death or disability, the Vice-President of the Association authorized to execute the authority of the President, the Board by action at a meeting, or a majority of the members acting without a meeting, or of members entitled to exercise at least fifty (50%) percent of the voting power. Calls for such meetings shall specify the time, place and purposes thereof. No business other than that specified in the call shall be considered at any special meeting.

Notices of Meetings. Not less than seven (7) nor more than sixty (60) days before the day fixed for a meeting of the members of the Association, written notice stating the time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by these By-Laws to give such notice. The notice shall be given by personal delivery or by mail to each member of the Association. If mailed, the notice shall be addressed to the members of the Association at their respective addresses as they appear on the records of the Association. Notice of the time, place and purposes of any meeting of members of the Association, may be waived in writing, either before or after the holding of such meeting, by any member of the Association; which writing shall be filed with or entered upon the records of the meeting. The attendance of any member of the Association at any such meeting without protest prior to or at the commencement of the meeting of the lack of proper notice shall be deemed to be a waiver by said member of notice of such meeting.

Quorum; Adjournment. The members of the Association entitled to exercise a majority fifty-one (51%) percent of the voting power of the Association's members, who are present in person or by proxy at such called meeting, shall constitute a quorum for any meeting of members of the Association; provided, however, that no action required by law, or by these By-Laws to be authorized or taken by a designated percentage of the voting power of the Association may be authorized or taken by a lesser percentage; and provided, further, that the members of the Association entitled to exercise a majority of the voting power represented at a meeting of members, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to

which such meeting is adjourned are fixed and announced at such meeting.

Declarant not subject to Notice Provision, Quorum or Adjournment. As set forth herein and in the Declaration, Declarant may at any time without Notice unilaterally alter, amend or otherwise revise the Declaration and Bylaws without providing notice or obtaining a quorum.

Order of Business. The order of business at annual meetings of members of the Association shall be as follows:

1. Calling of meeting to order;
2. Proof of notice of meeting or waiver of notice;
3. Reading of minutes of preceding meeting;
4. Reports of officers;
5. Reports of committees;
6. Election of inspectors of election;
7. Election of members of Board;
8. Unfinished and/or old business;
9. New business;
10. Adjournment

Section 6. ACTIONS WITHOUT A MEETING. All actions, except removal of a Board member, may be taken without meeting with the approval of, and in a written consent or consents signed by members of the Association having the percentage of voting power required to take such action if the same were taken at a meeting. Such writings shall be filed with the Secretary of the Association.

Section 7. SPECIAL MEETINGS. Special meetings of the Board may be called by the President on three (3) days notice to each Board member, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) Board members.

Section 8. No decision or action may be taken by the Association unless a majority of the voters entitled to vote shall have consented to such decision or action, either at any meeting or as otherwise specified herein.

**ARTICLE II  
BOARD OF MANAGERS**

Section 1. NUMBER AND QUALIFICATION. The Board shall consist of five (5) members. Except for those members appointed by the Developer as hereinafter provided, each member nominated and elected to the Board shall be a Lot Owner. The Developer, Cartwright Close, its successors and assigns, shall in accordance with the provisions of the Declaration, have the right to elect or appoint a majority of the Board for a limited period of time as more specifically set forth in the Declaration. During such time that the Developer shall have the right to elect a majority of the Board, these By-Laws shall be deemed modified, where inconsistent with said right, to conform to the requirements of the Declaration. The members appointed by the Developer shall hold office for the same term as other Board members, but may be removed as a member at the Developer's pleasure and without cause, on three (3) days written notice by the Developer to the Association or to any two (2) Board members other than the one being removed. The Developer shall have the right to appoint replacements for any member elected or appointed by it who shall have resigned or been removed, without the requirement of any concurrence by the Board of Managers, nor the requirement for any Board meeting or membership meeting. A Board member appointed or elected by the Developer who resigns or is removed as a member by the Developer, and who holds an office of this Association required to be held by a Board member shall forthwith automatically be removed as such officer.

Section 2. ELECTION OF BOARD: VACANCIES. Board members shall be elected at the annual meeting of members of the Association or at a special meeting called for such purpose. At a meeting of members of the Association at which Board members are to be elected, only persons nominated as candidates receiving the greatest number of votes shall be elected. In the event of the occurrence of any vacancy or vacancies on the Board, however caused, the remaining Board members, though less than a majority of the whole authorized number of Board members, may, by vote of a majority of their number, fill any such vacancy for the unexpired term; provided, however, that a vacancy in the position filled by appointment by the Developer shall be filled by a subsequent designation of the

Developer as provided herein.

Section 3. TERM OF OFFICE: RESIGNATIONS. Each Board member shall hold office until the next annual meeting of the members of the Association and until his successor is elected, or until his earlier resignation, removal from office or death. Any Board member may resign at any time by oral statement to that effect made at a meeting of the Board or in writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the Board member may specify. Members of the Board shall serve without compensation. At the first annual meeting of the members of the Association, the term of office of three (3) Board members shall be two (2) years (all of which shall be designated by Developer pursuant to these By-Laws), and the term of office of the remaining Board members shall be one (1) year. At the expiration of such initial term of office of each respective Board member, his successors shall be elected to serve for a term equal to the term previously held by such retiring Board Member.

Section 4. ORGANIZATIONAL MEETING. Immediately after each annual meeting of members of the Association, the newly elected Board members and those Board members whose terms hold over shall hold an organizational meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

Section 5. REGULAR MEETINGS. Regular meetings of the Board may be held at any time upon call by the President or any three (3) Board members. Written notice of the time and place of each such meeting shall be given to each Board member either by personal delivery or by mail, telegram or telephone at least two days before the meeting; provided, however, that attendance of any Board member at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting. Such notice may also be waived in writing either before or after the holding of such meeting, by any Board member, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organizational, regular or special meeting.



Section 6. SPECIAL MEETINGS. Special meetings of the Board may be called by the President on three (3) days' notice to each Board member, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) Board members.

Section 7. QUORUM: ADJOURNMENT. A quorum of the Board shall consist of a majority of the Board members then in office; provided that a majority of the Board members present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting. At each meeting of the Board at which a quorum is present, all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these By-Laws.

Section 8. POWERS AND DUTIES. Except as otherwise provided by law and rights of the Declarant, the Declaration or these By-Laws, all power and authority of the Association shall be exercised by the Board. In carrying out the purposes of the Association, subject to the limitations prescribed by law and rights of the Declarant, the Declaration or these By-Laws, the Board, for and on behalf of the Association may: a) purchase or otherwise acquire, lease as lessee, hold, use, lease as lessor, sell, exchange, transfer, and dispose of property of any description or any interest therein; b) make contracts; c) effect insurance; d) borrow money, and issue, sell and pledge notes, bonds and other evidences of indebtedness of the Association; e) levy assessments against Lot Owners; f) employ a managing agent to perform such duties and services as the Board may authorize; g) employ lawyers and accountants to perform such legal and accounting services as the Board may authorize; and h) do all things permitted by law and exercise all power and authority within the purposes stated in these By-Laws or the Declaration.

Section 9. FIDELITY BONDS. The Board may require that all officers and employees of the Association handling or responsible for Association funds furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association and shall be a Common Expense.

Section 10. REMOVAL OF MEMBERS OF BOARD. At any regular or special meeting of the Association duly called, at which a quorum shall be present any one or more of the Board member(s), except the Board member, if any, designated by Developer as provided in these By-Laws, may be removed with or without cause by vote of the members of the Association entitled to exercise at least fifty-one (51%) percent of the voting power of the Association, and a successor or successors to such Board member or members so removed shall then and there be elected to fill the vacancy or vacancies thus created. Any Board member whose removal has been proposed by the members of the Association shall be given an opportunity to be heard at such meeting.

### **ARTICLE III**

#### **OFFICERS**

Section 1. ELECTION AND DESIGNATION OF OFFICERS. The Board shall elect a President, Vice President, a Secretary and Treasurer, each of whom shall be a member of the Board. The Board may also appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary who may or may not be members of the Board but who are members of the Association.

Section 2. TERM OF OFFICE: VACANCIES. The officers of the Association shall hold office until the next organization meeting of the Board and until their successors are elected, except in case of resignation, removal from office or death. The Board may remove an officer at any time with or without cause by a majority vote of the Board members then in office. Any vacancy in any office may be filled by the Board.

Section 3. PRESIDENT. The President shall be the chief executive officer of the Association. He shall preside at all meetings of members of the Association and shall preside at all meetings of the Board. Subject to directions of the Board, the President shall have general executive supervision over the business and affairs of the Association. He may execute all authorized deeds, contracts and other obligations of the Association and shall have such other authority and shall perform such other duties as may be determined by the Board or otherwise be provided for in the Declaration or in these By-Laws.

Section 4. VICE PRESIDENT. The Vice President shall perform the duties of the President whenever the President is unable to act and shall have such other authority and perform such other duties as may be determined by the Board.

Section 5. SECRETARY. The Secretary shall keep the minutes of the meetings of the members of the Association and of the Board. He shall keep such books as may be required by the Board, shall give notices of meetings of members of the Association and of the Board required by law, the Declaration or by these By-Laws, and shall have such authority and shall perform such other duties as may be determined by the Board or otherwise be provide for in the Declaration or in these By-Laws.

Section 6. TREASURER. The Treasurer shall receive and have in charge all money, bills, notes and similar property belonging to the Association, and shall do with the same as he may be directed by the Board. He shall keep accurate financial accounts and hold the same open for the inspection and examination of the Board and shall have authority and shall perform such other duties as may be determined by the Board.

Section 7. OTHER OFFICERS. The Assistant Secretaries and Assistant Treasurers, if any, and any other officers whom the Board may appoint shall, respectively, have such authority and perform such duties as may be determined by the Board.

Section 8. DELEGATION OF AUTHORITY AND DUTIES. The Board is authorized to delegate the authority and duties of any officer to any other officer and generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

#### **ARTICLE IV**

##### **GENERAL POWERS OF THE ASSOCIATION**

Section 1. COMMON EXPENSES. The Association, for the benefit of all the Lot Owners, shall maintain and preserve the Common Areas. The Association shall pay all expenses arising with respect to, or in connection with, the Association's business and Property, including, without limitation, the following:

Utility Service for Common Areas and related Facilities. The cost of water, waste removal, electricity, telephone, heat, power or any other utility service for the Common Area and related Facilities. Upon determination by the Board that any Lot Owner is using excessive amounts of any utility services which are Common Expenses, the Association will have the right to levy special assessments against such Lot and such Lot Owner shall reimburse the Association for the expense incurred as a result of such excessive use.

Casualty Insurance. The premium upon a policy or policies of Casualty Insurance insuring the Common Areas and related Facilities with extended coverage, vandalism and malicious mischief endorsements, the amount of which insurance shall be reviewed annually.

Liability Insurance. The premium upon policy or policies insuring the Association, the members of the Board, the Lot Owners and the Occupants against liability for personal injury, disease, illness or death or for injury to or destruction of property occurring upon, in or about, or arising from or relating to the Common Areas and related Facilities, which policy shall be reviewed annually.

Workmen's Compensation. Workmen's compensation insurance to the extent necessary to comply with any applicable laws.

Wages and Fees for Services. The wages and/or fees for services of any person or firm employed by the Association, including, without limitation, the services of a person or firm to act as a manager or managing agent for the Association's Property, (i.e. Common Areas) the services of any person or persons required for the maintenance or operation of the Association's Property, and legal and/or accounting services necessary or proper in the operation of the Association's Property or the enforcement of the Declaration and these By-Laws and for the organization, operation and enforcement of the rights of the Association.

Care of Common Areas and related Facilities. The cost of landscaping, gardening, mowing, snow removal, painting, cleaning, tuck-pointing, maintaining, decorating, repairing, rehabilitating and replacing of the Common Areas and related facilities; provided, however that if the need for such maintenance or repair is caused by the Lot Owner, through negligence or malice, he shall be responsible for such costs.

Additional Expenses. The cost of any materials, supplies, furniture, labor, services, maintenance, repairs, replacements, structural alterations and insurance, which the Association is required to secure or pay for pursuant to the terms of the Declaration and these By-Laws which the Association deems necessary or proper for the maintenance and operation of the Association's Property as a first class residential subdivision project or for the enforcement of these By-Laws.

Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance which may in the opinion of the Association constitute a lien against the Association's Property or against the Common Areas and related Facilities, rather than merely against the interest therein of such Lot Owner responsible for the existence of such lien or encumbrance; provided, however, that the Association shall levy a special assessment against such Lot Owner to recover the amount expended in discharging such lien or encumbrance.

Section 2. ASSOCIATION'S RIGHT TO ENTER LOTS. The Association or its agents may enter any Lot when necessary in connection with any maintenance, repair or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Lot Owner as practicable, and any damage caused thereby shall be repaired by the Association.

Section 3. CAPITAL ADDITIONS AND IMPROVEMENTS. Whenever in the judgment of the Board the Common Areas or related Facilities shall require additions, alterations or improvements (as opposed to maintenance, repair and replacement) costing in excess of \$1,000.00 and the making of such additions, alterations or improvements shall have been approved by Lot Owners entitled to exercise not less than a majority of the voting power, the Board shall proceed with such additions, alterations or improvements and shall assess all Lot Owners for the cost thereof as a Common Expense. Any additions, alterations or improvements costing \$1,000.00 or less may be made by the Board without approval of the Lot Owners, and the cost thereof shall constitute a Common Expense.

Section 4. RULES AND REGULATIONS. The Association, by vote of the members entitled to exercise a majority of the voting power of the Association, or the Board, may adopt such reasonable rules and regulations, and from time to time amend the same as it or they may deem advisable for the

maintenance, conservation and beautification of the Association's Property, and for the health, comfort, safety and general welfare of the Lot Owners and Occupants. Written notice of such Rules shall be given to all Lot Owners and occupants and the Association's Property shall at all times be maintained subject to such rules and regulations. In the event such Rules shall conflict with any provisions of the Declaration or these By-Laws, the provisions of the Declaration and these By-Laws shall govern, however, in the event there shall be a conflict with the provisions of these By-Laws and those of the Declaration, the provisions of the Declaration shall govern.

Section 5. SPECIAL SERVICES. The Association may arrange for special services and facilities for the benefit of certain Lot Owners and occupants, including, without limitation, special recreational, or medical facilities. The cost of any such special services or facilities shall be determined by the Association and may be charged directly to benefiting participating Lot Owners as a special assessment or paid by the Association as a Common Expense, in which case a special assessment shall be levied against such participating Lot Owners to reimburse the Association therefor.

Section 6. DELEGATION OF DUTIES. Nothing herein contained shall be construed so as to preclude the Association, through its Board and officers, from delegating in accordance with the Declaration, to persons, firms, or corporations including any manager or managing agent, such duties and responsibilities of the Association as the Board shall from time to time specify and to provide for reasonable compensation for the performance of such duties and responsibilities.

## ARTICLE V

### FINANCES OF ASSOCIATION

Section 1. PREPARATION OF ESTIMATED BUDGET. Each year on or before November 1st, the Association shall estimate the total amount necessary to pay all the Common Expenses for the next calendar year together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements, and shall on or before November 30th notify each Lot Owner in writing as to the amount of each estimate, with reasonable itemization thereof. The "estimated cash requirement" shall be assessed to the Lot Owners according to each Lot Owner's percentage of ownership

in the Common Areas and Facilities. On or before January 1st of the ensuing year, and the 1st day of each and every month of said year, each Lot Owner shall be obligated to pay to the Association or as it may direct one-twelfth (1/12) of the assessment made pursuant to this Section. On or before the date of each annual meeting, the Association shall supply to all Lot Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves.

Section 2. RESERVE FOR CONTINGENCIES AND REPLACEMENTS. The Association shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Lot Owner's assessment, such extraordinary expenditures shall be assessed to the Lot Owners according to each Lot Owner's percentage of ownership in the Common Areas and facilities. The Association shall serve notice of such further assessment on all Lot Owners by a statement in writing giving the amount and reasons thereof, and such further assessment shall be payable with the next regular monthly payment becoming due to the Association not less than ten (10) days after the delivery or mailing of such notice of further assessment. All Lot Owners shall be obligated to the adjusted monthly amount.

Section 3. BUDGET FOR THE FIRST YEAR. When the first Board elected hereunder takes office, the Association shall determine the "estimated cash requirement", as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31st of the calendar year in which said election occurs. Assessments shall be levied against and paid by, the Lot Owners during said period as provided in the Declaration and By-Laws.

Section 4. FAILURE TO PREPARE ANNUAL BUDGET. The failure or delay of the Association to prepare or deliver to the Lot Owners the annual or adjusted estimate shall not constitute a waiver or release in any manner of such Lot Owner's obligation to pay the maintenance costs and

necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Lot Owner shall continue to pay the monthly maintenance charge at the existing monthly rate established for the previous period until the new monthly maintenance payment has been mailed or delivered.

Section 5. BOOKS AND RECORDS OF ASSOCIATION. The Association shall keep full and correct books of account and the same shall be open for inspection by any Lot Owner or his representative duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by such Lot Owner. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Lot Owner shall be furnished a statement of their account setting forth the amount of any unpaid assessments or other charges due and owing from Lot Owner.

Section 6. STATUS OF FUNDS COLLECTED BY ASSOCIATION. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all of the Lot Owners, and for such adjustments as may be required to reflect delinquent or unpaid assessments) shall be deemed to be held for the use, benefit and account of all of the Lot Owners in proportion to each Lot Owner's percentage ownership in the Common Areas and facilities.

Section 7. ANNUAL AUDIT. The books of the Association shall be audited once a year by the Board and such audit shall be completed prior to each annual meeting. If requested by three (3) members of the Board, such audit shall be made by a Certified Public Accountant.

Section 8. SECURITY DEPOSIT'S FROM CERTAIN LOT OWNERS. If in the judgment of the Board the equity of the persons owning the ownership interest in any Lot at any time is not sufficient to assure payment (whether by foreclosure of the lien in favor of the Association, or otherwise) of all assessments, charges or other sums which may be levied by the Association, then whether or not such Lot Owner shall be delinquent in the payment of such levies, the Association shall have the right to require such Lot Owner to pay to the Association a security deposit in an amount which the Board deems necessary for such purposes. In the event that any Lot Owner shall fail to pay any assessments, charges or



other sums which may be due hereunder or shall otherwise violate any covenants, terms and conditions of the Declaration, or of these By-Laws, the Association shall have the right, but not the obligation, to apply such security deposit in reduction of its alleged damages resulting from such failure or violation, which right shall be in addition to all other remedies provided for in the Declaration or these By-Laws. Upon any sale by such Lot Owner of his Lot, or at such time as such Lot Owner's equity in their Lot is sufficiently great to dispense with the necessity of such security deposit any unapplied balance of said security deposit remaining to the credit of said Lot Owner shall be returned, provided that such Lot shall not be in default under any of their obligations under the Declaration or these By- Laws. The Association shall have the right to maintain all security deposits held by it as aforesaid in a single bank account and shall not be required to credit interest thereon to any Lot Owner; such interest, if any, to be retained by the Association. Said security deposit shall at all times be subject and subordinate to the lien in favor of the Association as described in the Declaration and all rights thereto shall inure to the benefit of the lienor.

Section 9. START-UP ASSESSMENT. Each Lot Owner shall pay at closing to the Developer for the benefit of the Association, or to the Association if active, a one-time Start-up Assessment fee equal to Six Thousand and NO/100 (\$6,000.00) Dollars. This one- time Assessment shall be in addition to the regular and such other Assessments provided for in their Declaration.

## ARTICLE VI

### GENERAL PROVISIONS

Section 1. INDEMNIFICATION OF BOARD MEMBERS AND OFFICERS. Each Board member and officer of the Association, and each former Board member and officer of the Association, shall be indemnified by the Association against the costs and expenses reasonably incurred by him in connection with the defense of any pending or threatened action, suit or proceeding, criminal or civil, to which he is or may be made a party by reason of his being or having been such Board member or officer of the Association (whether or not he is a Board member or officer at the time of incurring

such costs and expenses), except with respect to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for misconduct or negligence in the performance of his duty as such Board member or officer. In case of the settlement of any action, suit or proceeding to which any Board member or officer of the association, or any former Board member or officer of the Association, is made a party or which may be threatened to be brought against him by reason of his being or having been a Board member or officer of the Association, he shall be indemnified by the Association against the costs and expenses (including the cost of settlement) reasonably incurred by him in connection with such action, suit or proceeding (whether or not he is a Board member or officer at the time of incurring such costs and expenses), if (A) the Association shall be advised by independent counsel that such Board member or officer did not misconduct himself or was not negligent in the performance of his duty as such Board member or officer with respect to the matters covered by such action, suit or proceeding, and cost to the Association of indemnifying such Board members or officers (and all other Board members and officers, if any, entitled to indemnification hereunder in such case) if such action, suit or proceeding were earned to a final adjudication in their favor could reasonably be expected to exceed the amount of costs and expenses to be reimbursed to such Board members and officers as a result of such settlement, or (B) disinterested Association members entitled to exercise a majority of the voting power shall, by vote at any annual or special meeting of the Association, approve such settlement and the reimbursement to such Board member or officer of such costs and expenses. The phrase "disinterested members" shall mean all members of the Association other than (i) any Board member or officer of the Association who at the time is or may be entitled to indemnification pursuant to the foregoing provisions, (ii) any corporation or organization of which any such Board member or officer owns of record ten (10%) percent or more of any class of voting securities, (iii) any firm of which such Board member or officer is a partner, and (iv) any spouse, child, parent, brother or sister of any such Board member or officer. The foregoing rights of indemnification shall inure to the benefit of the heirs and legal representatives of each such Board member or officer, and shall not be exclusive of other rights to which any Board member or officer may be entitled as a matter of law or under the Declaration, by any vote of Association members, or any

agreement.

Section 2. AMENDMENTS. Provisions of these By-Laws may be amended by the Lot Owners at a meeting held for such purpose by the affirmative vote of those entitled to exercise not less than fifty-one (51%) percent of the voting power. No such amendment shall conflict with the provisions of the Declaration. Notwithstanding the foregoing, Declarant retains the right to unilaterally amend these By-Laws, in its sole discretion.

Section 3. DEFINITIONS. The terms used in these By-Laws (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of these By-Laws and of any amendment hereto shall have the respective meanings specified in the Declaration.

Section 4. RIGHTS OF SUCCESSORS TO DEVELOPER. Any successor in interest to Cartwright Close, as Developer of Cartwright Close Subdivision, by deed, assignment, foreclosure (or deed in lieu of foreclosure) shall automatically succeed to all of the rights and privileges of said Cartwright Close, as such Developer or otherwise, under these By-Laws of Cartwright Close Homeowners Association, Inc.

Section 5. COMMON AREA MAINTENANCE. Each Lot owner consents and agrees to allow the Association and/or its managing agent free and unencumbered use and consumption of the outside water which is available for each Lot for the limited purpose of caring for the Common Elements. Further, each Lot Owner consents and agrees that the Association and/or its managing agent shall be responsible for the complete maintenance including, but not limited to, the mowing, trimming and watering of the Common Elements.

**SIGNATURES ON FOLLOWING PAGE**

Tuscany Properties, LLC

*G N*

By: Lindsay Butler, Chief Manager

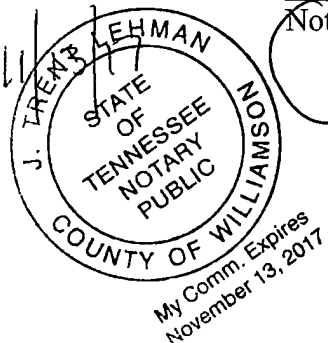
STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Before me, the undersigned, of the state and county mentioned, personally appeared Lindsay Butler, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Chief Manager of Tuscany Properties, LLC the within named bargainor, a corporation, and that he as such Chief Manager executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Chief Manager.

Witness my hand and seal, this May 3, 2016.

My commission expires:



Notary

BK: 6768 PG: 369-422

16022522



54 PGS:AL-RESTRICTIONS	
437110	
<b>06/07/2016 - 08:43 AM</b>	
BATCH	437110
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	270.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	272.00

STATE OF TENNESSEE, WILLIAMSON COUNTY

SADIE WADE