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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS AND
RESERVATION OF EASEMENTS
FOR
HURSTBOURNE PARK SUBDIVISION

BK/PG:4277/277-320

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RESTRICTIONS	
05/30/2007 03:36 PM	
BATCH	100457
MTG TAX	0.00
TRN TAX	0.00
REC FEE	220.00
DP FEE	2.00
REG FEE	0.00
TOTAL	222.00

STATE of TENNESSEE, WILLIAMSON COUNTY

SADIE WADE
REGISTER OF DEEDS

This instrument prepared by:

Sidwell, Barrett & Welch, PC
121 First Avenue South
Suite 200
Franklin, Tennessee 37064
(615) 790-8868

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EXHIBITS

- "A" - Legal Description - Initial Development
- "B" - Legal Description - Possible Future Development
- "C" - Mailbox Specifications

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR
HURSTBOURNE PARK SUBDIVISION**

THIS DECLARATION, is made this 30th day of May, 2007, by Drees Premier Homes, Inc., an Ohio Corporation, hereinafter sometimes referred to as the "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the owner of the real property described in Exhibit "A" attached hereto and desires to create thereon a residential community consisting of single family detached homes with permanent common areas for the benefit of said community; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common areas; and to this end, desires to subject the real property described in Exhibit "A" attached hereto to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said Property and the subsequent Owners thereof; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an Association to which should be delegated and assigned the powers and duties of maintaining and administering the common areas and administering and enforcing the within covenants and restrictions and disbursing the charges and assessments hereinafter created; and

WHEREAS, the Declarant has formed the "Hurstbourne Park Homeowners Association, Inc." prior to the sale of the Properties as a non-profit Tennessee corporation for the purpose of carrying out the powers and duties aforesaid;

NOW, THEREFORE, the Declarant hereby declares that all of the Properties described in Exhibit "A" attached hereto and such other property as may be subjected to the provisions hereof pursuant to Article II, shall be held, sold and conveyed subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, and any subdivision plat which includes the Property, which are for the purpose of protecting the value and desirability of, and which shall run with the real property in perpetuity and be binding on all parties having any right, title, or interest in the described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

The words in this Declaration which begin with capitalized letters, other than words which would be normally capitalized, unless the context otherwise requires, shall have the same meanings as the definitions of those words in this Article I.

1.1 "Articles" shall mean those Articles (Charter), filed with the Secretary of State of Tennessee, incorporating the Association as a non profit corporation under the provisions of Section 48-52-101 et seq. of the Tennessee Non-Profit Corporation Act, as the same may be amended from time to time. A true copy of the Articles is of record in the Register's Office for Williamson County, Tennessee

1.2 "Association" shall mean and refer to Hurstbourne Park Homeowners Association, its successors and assigns.

1.3 "Board" shall mean the Board of Directors of the Association which shall also be known as the "Board of Directors".

1.4 "Builder" shall mean and refer to any party who acquires one or more developed Lots from the Declarant for the purpose of resale to an Owner or for the purpose of constructing improvements thereon for resale to an Owner.

1.5 "By-Laws" shall mean the By-Laws or Code of Regulations of the Association, as the same may be amended from time to time, pursuant to Section 48-52-101 of the Tennessee Non-Profit Corporation Act. A true copy of the By-Laws is of record in the Register's Office for Williamson County, Tennessee.

1.6 "Common Areas" shall mean and refer to subdivision entrance walls, boulevards and identification monuments, bath house, pool, play area, signs, lakes, corner parks, street lights, landscape mounds, fences, Storm Water Facilities, a pathway system, preservation easements and landscaping constructed for the common use and enjoyment of the Owners, and such areas designated as either "common areas", "open-space/landscape easements", "open-space lots" or "natural buffer easements" on the record plat or plats for the Property.

1.7 "Common Driveway" shall mean and refer to any private road or passageway which is built or installed as part of the original construction on the Property to serve more than one (1) Lot, and which is situated on a dividing line between Lots or partly on one Lot and partly on another Lot, which road or passageway may be specifically designated by the Declarant on the record plat as "Common Driveway".

1.8 “Declarant” shall mean and refer to Drees Premier Homes, Inc., an Ohio corporation, its successors and assigns if such successors or assigns should acquire all unsold Lots and/or unplatted real property which adjoins any property already developed and which is intended to be developed into Lots.

1.9 “Development Period” shall mean the period commencing on the date on which this Declaration is recorded and terminating on the earlier of: (a) December 31, 2015, or (b) the day next following the day on which the Declarant or a Builder own no part of the Property.

1.10 “Director” and “Directors” shall mean that person or those persons serving, at the time pertinent, as a Director and Directors of the Association, and shall mean that same person or those persons serving in the capacity of a member of the Board of Directors of the Association.

1.11 “Living Unit” shall mean and refer to any single-family residence designated and intended for use and occupancy as a residence by a single family.

1.12 “Lot” shall mean and refer to any parcel of land upon any recorded subdivision plat of the Properties or re-recorded re-subdivision thereof with the exception of the Common Areas.

1.13 “Member” shall mean any one of those Owners who are Members of the Association as provided in Article IV hereof.

1.14 “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.15 “Properties” or “Property” shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.16 “Storm Water Facilities” shall mean and refer to those storm water retention/detention facilities constructed for the common use and enjoyment of the Owners and which are not maintained by a governmental authority.

ARTICLE II

PROPERTY DEVELOPMENT & ANNEXATION

2.1 Property Subject to Declaration. The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in the County of Williamson, State of Tennessee, and is

more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

2.2 Planned Development. Declarant reserves the right to subject all or any part of the real estate described in Exhibit "B" to the provisions of this Declaration, so as to create a residential subdivision consisting of various residential properties with permanent Common Areas for the benefit of said development. Such additional property shall be annexed to the real estate described in Exhibit "A" as provided in Section 2.3 hereof. Notwithstanding the above, nothing contained in this Declaration, in the By-Laws or in any map, picture, drawing, brochure or other representation of a scheme of development shall obligate the Declarant to annex any additional property to the property described in Exhibit "A" and the real estate described in Exhibit "B" shall remain wholly free from any covenant or restriction herein contained until so annexed as hereinafter provided. Nothing in this Section 2.2 shall prohibit or otherwise limit the Declarant from amending said Exhibit "B" from time to time, and at any time, to expand or reduce the real estate described in said Exhibit "B".

2.3 Annexation of Additional Property. For a period of twenty (20) years from and after the date this Declaration is filed for record, additional property, including but not limited to the Property described in Exhibit "B", may be annexed to the above-described Property by the Declarant without the assent of the Members of the Association, if any. Thereafter, such additional property may be annexed only with the consent of fifty-one (51%) percent of each class of Members of the Association. Any additional property so annexed, however, must be adjacent to or in the immediate vicinity of the above-described Property. The scheme of the within Covenants and Restrictions shall not, however, be extended to include any such additional property unless and until the same is annexed to the real property described on Exhibit "A" as hereinafter provided.

Any annexations made pursuant to this Article, or otherwise shall be made by recording a supplement to this Declaration with the Register of Deeds for Williamson County, Tennessee which supplementary Declaration shall extend the scheme of some or all of the within covenants and restrictions to such annexed property. Such supplementary Declaration may contain such additional covenants, conditions, restrictions, easements, assessments, charges and liens as the Declarant shall deem appropriate for the purpose of completing the development of the Property.

2.4 Additional Common Areas. Declarant shall have the right, from time to time, for a period of twenty (20) years from the date this Declaration is filed for record, to convey to the Association for nominal or other appropriate consideration, and the Association shall accept conveyance of any property or interest in property owned by Declarant along with any structure, improvement, or other facility including related fixtures, equipment and furnishings located thereon. Upon conveyance of such property, the property shall constitute Common Areas.

Notwithstanding any other provision of this Declaration, Declarant does not warrant or represent that any recreational facilities will be constructed by or on behalf of

Declarant. In determining whether to construct any recreational facilities, Declarant may consider whether the construction at the time of making the decision would be economically feasible in light of the then-existing economic conditions, whether Declarant has sufficient funds available for the construction, whether the operation, maintenance and repair of the recreational facilities as constructed will be adequately funded by the assessments, including any increase to the assessment as provided in this Declaration. Declarant may also consider other factors.

2.5 Site Development. The following provisions shall apply to the development of the Property and the individual Lots contained therein.

- 2.5.1 Staking Site. After the plan for the structure is approved by the Architectural Control Committee (sometimes hereinafter referred to as the "ACC", as set forth in Article IV below, the site of the structure must be staked out and such site approved by the ACC prior to cutting or removing any existing tree located on the Lot. It is the intent that all existing trees be saved whenever it is practicable to do so. All areas on the Lot and outside the areas of disturbance shall be corded off with high-visibility surveyors type flagging tape and no trees shall be removed from the corded areas, and no materials may be stored on top of the roots of such trees, without the prior written approval of the ACC. All underbrush on the Lot shall be cleared and removed. No existing tree may be cut or removed from any Lot without the prior written approval of the ACC until such time as the building plans, specifications, site plans, and site staking are approved, in writing, by the ACC.
- 2.5.2. Erosion Control. Erosion control measures shall be taken by the Builder, the Owner of a Lot, or such Owner's contractors, to protect adjacent Lots and the Property during construction on such Lot and thereafter until such time as the soil on such Lot is stabilized. This may be accomplished by any method designed to intercept and filter silt and deleterious material from storm water runoff from such Lot including, but not limited to, the use of temporary retention ponds, silt fencing, and other protective measures. All such erosion control measures must be specified on the Lot grading plan and must be approved by the ACC prior to commencement of any grading activities. In the event any storm water retention ponds shall be used as erosion control on any Lot, the same shall be completely removed upon completion of construction and stabilization of the soils on said Lot unless such retention pond has been designated as a permanent feature on the grading, site and landscaping plans submitted to and approved by the ACC.
- 2.5.3 Utility Lines and Appurtenances. All gas, water, sanitary sewer, storm sewer, telephone, cable television, electrical and other such public or