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THIS INSTRUMENT PREPARED BY:  
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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
FOXLAND PARK VILLAS,  
A FOXLAND NEIGHBORHOOD**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made this 1st day of December, 2011, by GOODALL INC. BUILDERS ("Declarant");

WITNESSETH:

By that Declaration of Covenants and Restrictions of record in Record Book 2501, Page 303, Register's Office for Sumner County, Tennessee, and that First Amendment to Declaration of Covenants and Restrictions of record in Record Book 2996, Page 579, Register's Office for Sumner County, Tennessee (collectively, the "Master Declaration"), Oakbrook Realty & Investments II, LLC, ("Developer") and Foxland Development Corporation ("FDC") imposed upon the property described therein mutually beneficial restrictions under a general plan and uniform scheme of development and improvement for the benefit of all owners in the planned development known as "Foxland". Under the Master Declaration, Developer has provided a flexible and reasonable procedure for the overall development of the property subject thereto, and established a method for the administration, maintenance, preservation, use and enjoyment of that property.

By that Second Amendment to Declaration of Covenants and Restrictions and Partial Assignment of Developer Rights of record in Record Book 3502, Page 513, Register's Office for Sumner County, Tennessee, Developer transferred to Declarant certain of Developer's rights as "Developer" under the Master Declaration with respect to the real property described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property")

Declarant now desires, by this Declaration, to establish mutually beneficial restrictions under a general plan of improvement for a Neighborhood (as defined herein and in the Master Declaration) within the Property known as Foxland Park Villas.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to both the Master Declaration and the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the Property which shall run with the Property, and which shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner of the Property.

Per Kay Neusch

## Article I

### Definitions

The terms of this Declaration shall be construed to have their ordinary, generally accepted meanings unless otherwise specifically defined herein. In addition, the following definitions shall apply:

Section 1. "Areas of Common Responsibility" shall mean and refer to those areas, facilities, and improvements, if any, which by the terms of the Master Declaration, or this Declaration, or by contract or agreement with the Master Association, become the responsibility of the Association.

Section 2. "Association" shall mean and refer to Foxland Park Villas Association, Inc., a Tennessee non-profit corporation, its successors or assigns.

Section 3. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 4. "Bylaws" shall mean and refer to the Bylaws of Foxland Park Villas Association, Inc., as they may be amended from time to time.

Section 5. "Foxland Park Villas" shall mean and refer to the Property, as developed in accordance with the Plat.

Section 6. "Class "B" Appointment Period" shall mean and refer to the period of time during which the Class "B" Member is entitled to appoint a majority of the members of the Board, as specified in the Bylaws.

Section 7. "Common Property" shall mean all real and personal property within the Development that the Master Association now or hereafter owns, maintains, operates, or otherwise holds for the common use and enjoyment of the owners within the Development as provided in the Master Declaration.

Section 8. "Declarant" shall mean and refer to Goodall Inc. Builders, its successors, successors-in-title or assigns who take title to any portion of the undeveloped or unsold Properties for the purpose of development or sale and who are designated as Declarant hereunder in a recorded instrument executed by the immediately preceding Declarant.

Section 9. "Development" means that residential development known as "Foxland" located on all or part of the real property described in the Master Declaration, of which the Property is a part.

Section 10. "General Neighborhood Assessment" shall mean and refer to assessments levied to fund expenses for the benefit of all Members of the Association.

Section 11. "Lot" shall mean any plot of land designated on the Plat as a numbered lot and intended for development, use and occupancy as a shared wall residence for a single family. The term shall include all portions of the Lot owned, including any structure thereon.

Section 12. "Master Association" means Foxland Homeowners Association, Inc., a Tennessee corporation, which owns, manages and operates areas and improvements located within the Development for use by all owners of any portion of the Properties, and their respective lessees, pursuant to the Master Declaration.

Section 13. "Master Declaration" shall mean the Declaration of Covenants and Restrictions, of record in Record Book 2501, Page 303, Register's Office for Sumner County, Tennessee, and that First Amendment to Declaration of Covenants and Restrictions of record in Record Book 2996, Page 579, Register's Office for Sumner County, Tennessee, as the same may be amended from time to time.

Section 14. "Member" shall mean and refer to a Person entitled to membership in the Association, as herein provided.

Section 15. "Mortgage" shall mean and refer to a mortgage, deed of trust, deed to secure debt or other security deed.

Section 16. "Mortgagee" shall mean and refer to a beneficiary or holder of a mortgage, deed of trust, deed to secure debt or other security deed.

Section 17. "Mortgagor" shall mean and refer to any Person who gives a Mortgage.

Section 18. "Neighborhood Expenses" shall mean and include the actual and estimated expenses of operating the Association including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws and/or the Charter of the Association.

Section 19. "Neighborhood" shall mean the Neighborhood within the Development known as Foxland Park Villas, shown on the Plat, developed on the Property, and subject to this Declaration.

Section 20. "Neighborhood Standard" shall mean the standard of conduct, maintenance or other activity generally prevailing throughout the Neighborhood. Such standard may be more specifically determined and set forth by the Board and the Architectural Review Board.

Section 21. "Owner" shall mean and refer to one (1) or more Persons who hold the record title to a Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is sold under a recorded contract of sale, and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the Owner.

Section 22. "Person" means a natural person, a corporation, a partnership, a trustee or other legal entity.

Section 23. "Plat" shall mean and refer to the plat of the Neighborhood, as recorded in Plat Book 27, page 114, Register's Office for Sumner County, Tennessee, as the same may be subsequently revised, supplemented, or amended.

Section 24. "Properties" shall mean and refer to the real property described in Exhibit "A", attached to the Master Declaration, together with such additional real property as is hereafter subjected to the Master Declaration by subsequent amendment.

Section 25. "Special Neighborhood Assessment" shall mean and refer to assessments levied in accordance with Article VIII, Section 3, of this Declaration.

Section 26. "Villa" means the shared wall residence for a single family constructed on one (1) Lot .

## Article II

### Property Rights

Every Owner shall have a right and easement of enjoyment in and to the Common Property, subject to the Master Declaration as it may be amended from time to time and to any restrictions or limitations contained in any deed conveying such property to the Master Association. Any Owner may delegate such Owner's right of enjoyment to the members of such Owner's family, approved lessees and social invitees subject to reasonable regulation by the Board and in accordance with procedures it may adopt. An Owner who leases such Owner's Lot pursuant to Article 10, Section 10.2.1 of the Master Declaration shall be deemed to have delegated all such rights to the lessee of such Lot.

Declarant reserves the right to amend this Declaration unilaterally at any time during the Class "B" Appointment Period for the purpose of removing certain portions of the Property then owned by Declarant or its affiliates from the provisions of this Declaration, without prior notice and without the consent of any Person other than the Owner thereof, to the extent such property was included originally in error or as a result of any changes whatsoever in the plans for the Neighborhood desired to be effected by Declarant, provided such withdrawal is not unequivocally contrary to the overall, orderly scheme of development for Foxland.

Declarant also reserves the right to amend this Declaration unilaterally at any time during the Class "B" Appointment Period for the purpose of adding to the Neighborhood property which is subject to the Master Declaration and either owned by Declarant, or as to which Declarant has rights as "Developer" under the Master Declaration, thus bringing the same within the definition of "Property", and subjecting the same to the provisions of this Declaration, all without prior notice and without the consent of any Person other than the Owner thereof.

Declarant may, at any time, during the Class "B" Appointment Period or otherwise, amend the Plat, unilaterally, to reconfigure Lots, without prior notice and without the consent of any Person other than the Owner of the portion, or portions, of the Lots to be reconfigured.

Declarant, without the consent or approval of any of the Owners or the Association, shall have the right to amend this Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the Property, to qualify the Property or any of the Lots and improvements thereon for Mortgages or improvement loans made, insured or guaranteed by a governmental agency, or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by, or under the substantial control of the United States Government or the State of Tennessee, regarding the purchase or sale of such Lots and improvements or Mortgage interests therein, as well as any other law or regulation relating to the control of property, including, without limitation, ecological controls, construction standards, aesthetics and matters affecting the public health, safety and general welfare. A letter from an official of any such corporation or agency including, without limitation, the Veterans Administration, the United States Department of Housing and Urban Development, the Federal Housing Administration or the Federal National Mortgage Association, requesting or suggesting an amendment necessary to comply with the requirements of such corporation or agency shall be sufficient evidence of the approval of such corporation or agency, provided that the changes made substantially conform to such request or suggestion.

### Article III

#### Membership and Voting Rights

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

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

(a) Class "A". Class "A" Members shall be all Owners with the exception of the Class "B" Members, if any. Class "A" Members shall be entitled to one (1) equal vote for each Lot in which they hold the interest required for membership under Section 1 hereof; provided, no Class "A" Member shall be entitled to a vote for its Lot until such time as the Lot is subject to the full annual assessment under Article VIII, Section 6 of this Declaration. There shall be only one (1) vote per Lot. Unless otherwise specified in this Declaration or the Bylaws, the vote for each Lot shall be exercised by the Member representing the Lot.

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

(b) Class "B". The Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve actions taken under this Declaration and the Bylaws, are specified elsewhere in the Declaration and the Bylaws. The Class "B" Member shall be entitled to five (5) votes per Lot owned and, in addition, whether or not any Lots are owned, shall be entitled to appoint a majority of the members of the Board during the Class "B" Appointment Period, as specified in Article III, Section 2 of the Bylaws.

#### Article IV

#### Maintenance

Section 1. Association's Responsibility. Subject to the provisions of Section 2 of this Article, the Association shall maintain and keep in good repair the roofs and exterior (excluding windows, doors and glass) of each Villa, and HVAC equipment located outside each Villa, as part of the Areas of Common Responsibility, and shall provide, as part of the Areas of Common Responsibility, lawn care (including irrigation), and landscaping in the front, side and rear yards for each Lot, consistent with Neighborhood Standards, all to be funded as hereinafter provided.

Section 2. Owner's Responsibility. Each Owner shall be responsible for the maintenance, repair, and replacement of any Areas of Common Responsibility required or occasioned by such Owner's negligence, or reckless or intentional acts. In addition, each Owner shall maintain such Owner's Lot and, subject to the provisions of Section 1 of this Article, all structures, parking areas, driveways, "personal" landscaping permitted to the rear of its Villa, and other improvements comprising the Lot in a manner consistent with the Plat, the Neighborhood Standards and all applicable covenants. If any Owner fails properly to perform such Owner's maintenance responsibility, then the Association may perform it and assess all costs incurred by the Association plus a fee equal to ten (10%) percent of such costs against the Lot and the Owner in accordance with Article VIII, Section 3 of this Declaration; provided, however, except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry. Each Owner shall be responsible for the costs of water, electric, gas, telephone, television and data service to its Lot.



## Article V

### Insurance and Casualty Losses

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

Premiums for all insurance on the Villas and Areas of Common Responsibility shall be Neighborhood Expenses of the Association and shall be included in the General Neighborhood Assessments, as defined in Article I, Section 10, and as more particularly described in Article VIII, Section 1. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be responsible for the repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

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

All insurance coverage obtained by the Board shall be written in the name of the Association. Such insurance shall be governed by the provisions hereinafter set forth:

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

(b) Exclusive authority to adjust losses under policies in force on the Areas of Common Responsibility obtained by the Association shall be vested in the Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

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

(d) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one (1) or more qualified Persons, at least one (1) of whom must be in the real estate industry and familiar with construction in the Sumner County, Tennessee area.

(e) The Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

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

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

(iii) that no policy may be cancelled, invalidated or suspended on account of any one or more individual Owners;

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

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

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

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

Section 2. Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry liability insurance covering such Owner's Lot for all damage or injury, including bodily injury, death, and property damage, unless the Association has obtained liability coverage covering the Lots. Each Owner may carry "contents" coverage and any other insurance coverage desired.



Section 3. Disbursement of Proceeds. If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Villas, or to the Areas of Common Responsibility or, in the event no repair or reconstruction is made, after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Lot and may be enforced by such Mortgagee.

Section 4. Damage and Destruction. Immediately after the damage or destruction by fire or other casualty to all or any part of a Villa or the Areas of Common Responsibility covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance, obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Villas or Areas of Common Responsibility, and arrange for and supervise the prompt repair and reconstruction of the damaged structures. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Villas and Areas of Common Responsibility to substantially the same condition in which they existed prior to the fire or other casualty, in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article IX of this Declaration, allowing for any changes or improvements necessitated by changes in the applicable building codes

Any damage or destruction to the Areas of Common Responsibility (excluding the Villas) shall be repaired or reconstructed unless the Members representing at least eighty percent (80%) of the total vote of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether the Areas of Common Responsibility damage or destruction shall be repaired or reconstructed.

In the event that it should be determined in the manner described above that the damage or destruction to the Areas of Common Responsibility shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Areas of Common Responsibility shall be restored to its natural state and maintained by the Association in a neat and attractive condition, consistent with the Neighborhood Standard.

Section 5. Repair and Reconstruction. If insurance proceeds are not sufficient to defray the cost of repair or reconstruction to or of one or more of the Villas or the Areas of Common Responsibility, the Board shall, without the necessity of a vote of the Members, levy a Special Assessment against all Owners on the same basis as provided for General Neighborhood

Assessments. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

Section 6. Encroachments. Encroachments on or in favor of Lots or Villas which may be created as a result of the reconstruction or repair shall not create or constitute a claim or basis for any proceeding or action by the Owner upon whose Lot the encroachment exists, and such encroachments shall be allowed to continue as long as the reconstructed structure shall stand.

## Article VI

### No Partition

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

## Article VII

### Rights and Obligations of the Association

Section 1. Areas of Common Responsibility. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for maintaining, repairing and replacing the Areas of Common Responsibility in accordance with the provisions of this Declaration.

Section 2. Personal Property and Real Property for Common Use. The Association, through action of its Board, may acquire, hold and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within or about the Property conveyed to it by Declarant.

Section 3. Rules and Regulations. The Association, through its Board, may make and enforce reasonable rules and regulations governing the use of the Property and/or the Areas of Common Responsibility, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines and suspension of the right to vote. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the Bylaws of the Association.

Section 4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege

reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

## Article VIII

### Assessments

Section 1. Creation of Assessments. There are hereby created assessments for Neighborhood Expenses as may from time to time specifically be authorized by the Board to be commenced at the time and in the manner set forth in Section 6 of this Article. There shall be two (2) types of assessments: (1) General Neighborhood Assessments to fund expenses for the benefit of all Members of the Association; and (2) Special Neighborhood Assessments as described in Section 3 below.

General Neighborhood Assessments shall be levied in amounts determined by the Board from time to time. Special Neighborhood Assessments shall be levied as provided in Section 3 below. Each Owner, by acceptance of such Owner's deed or recorded contract of sale, is deemed to covenant and agree to pay these assessments.

All assessments, together with interest at a rate not to exceed the highest rate allowed by Tennessee law as computed from the date the delinquency first occurs, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first Mortgagee who obtains title to a Lot pursuant to the remedies provided in the Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

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

Assessments shall be paid in such manner and on such dates as may be fixed by the Board, which may include, without limitation, acceleration of the annual General Neighborhood Assessment for delinquents. Unless the Board otherwise provides, the General Neighborhood Assessment shall be paid in monthly installments.

No Owner may waive or otherwise exempt himself or herself from liability for the assessments provided for herein, including, by way of illustration and not limitation, by abandonment of the Lot. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or the Board to take some action or perform some function required to be taken or performed by the Association or the Board under

this Declaration or by the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law or ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

Unless assessments have commenced, pursuant to Section 6 below, on all Lots subject to this Declaration as of the first day of any fiscal year, Declarant shall be obligated for the difference between the amount of assessments levied on all Lots subject to assessment and the amount of actual expenditures required to operate the Association during the fiscal year. This obligation may be satisfied in the form of prepaid dues, contributions, cash subsidy or by "in kind" contributions of services or materials, or a combination of these.

The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or materials or a combination of services and materials with Declarant or other entities for the payment of some portion of the Neighborhood Expenses. All "in kind" contributions of services or materials shall be valued at the reasonable market value of such services or materials.

**Section 2. Computation of Assessment.** It shall be the duty of the Board, at least sixty (60) days before the beginning of the fiscal year and thirty (30) days prior to the meeting at which the budget shall be presented to the Members, to prepare a budget covering the estimated costs of operating the Association during the coming year. The General Assessment to be levied for the coming year against each Lot subjected to assessment under Section 6 below shall be computed by dividing the total operating budget by the total number of Lots subject to this Declaration as of sixty (60) days before the end of the current fiscal year. The Board shall cause a copy of the budget and the amount of the General Neighborhood Assessments to be levied against each Lot for the following year to be delivered to each Owner at least fifteen (15) days prior to the meeting. The budget and the assessment shall become effective unless disapproved at the meeting by a vote of Members or their alternates representing both at least a majority of the total Class "A" vote in the Association held by Members other than Declarant, and the Class "B" member, so long as the Class "B" membership exists.

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

**Section 3. Special Neighborhood Assessments.** In addition to the assessments authorized in Section 1 of this Article, the Association may levy a Special Neighborhood Assessment or Special Neighborhood Assessments in any year applicable to that year; provided, such assessment shall have both the affirmative vote or written consent of Members or their alternates representing fifty-one (51%) percent of the Class "A" vote in the Association held by Members other than Declarant, and the approval of the Class "B" Member, so long as the Class "B" membership exists.

The Association may levy a Special Assessment against any Member to reimburse the Association for costs incurred in bringing a Member and his or her Lot into compliance with the provisions of the Declaration, any amendments thereto, the Bylaws, and the Association rules, which Special Assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing before the Board.

Section 4. Lien for Assessments. A lien for unpaid assessments and other charges provided for herein shall exist and shall be perfected, without any further action on the Association's part, on all Lots on the due date of any such assessment or charge. The Association may, but shall not be required to, record a notice of lien on any Lot to evidence its lien on such Lot. The lien shall be prior and superior to all other liens, except (i) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (ii) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value.

Such lien may be enforced by suit, judgment, and foreclosure.

The Association, acting on behalf of the Owners, shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period in which a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be assessed or levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid Neighborhood Expenses and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. After notice and an opportunity for a hearing, the Board may temporarily suspend the voting rights of a Member who is in default in payment of any assessment.

Section 5. Capital Budget and Contribution. The Board shall annually prepare a capital budget to take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by annual assessments over the period of the budget. The capital contribution shall be fixed by the Board and included within and distributed with the budget and assessment, as provided in Section 2 of this Article.

Section 6. Date of Commencement of Assessments. The assessments provided for herein shall commence as to each Lot on the first day of the first month following the closing of the purchase of the Lot from Declarant. Lots owned by Declarant shall be exempt from the payment of assessments until, at Declarant's option, (i) the termination of the Class "B" Appointment Period, or (ii) Declarant chooses to pay General and Special Neighborhood Assessments for Lots owned by Declarant rather than funding any shortfall between the annual budget for the Association and the actual cost of operating and maintaining the Common Property. The first assessment shall be adjusted according to the number of days remaining in the current assessment term the time assessments commence on the Lot.

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

Section 8. Capitalization of Association. Upon acquisition of record title to a Lot by the first purchaser thereof other than Declarant or an Owner who purchases solely for the purposes of constructing a dwelling thereon for resale, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to one-sixth (1/6) of the amount of the annual General Assessment per Lot for that year as determined by the Board, or in such other amount as the Board may determine. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use in meeting unforeseen expenditures, purchasing equipment deemed necessary or desirable, or otherwise covering operating expenses properly incurred by the Association. Such contributions shall not be considered an advance payment of regular assessments.

Section 9. Uniform Rate of Assessment. Both General Neighborhood Assessments and Special Neighborhood Assessments must be fixed at a uniform rate for all improved Lots. All unimproved Lots shall be assessed at twenty-five per cent (25%) the rate of assessment for improved Lots. An improved Lot shall be assessed fully from the first day of the month following its transfer by Declarant, without regard to occupancy.

## Article IX

### Architectural Standards

The Board shall have the authority and standing, on behalf of the Association, to seek enforcement by the Master Association of decisions of the Architectural Review Board established in Article 9 of the Master Declaration. This Article may not be amended without Declarant's written consent so long as Declarant owns any property subject to this Declaration.

No construction, which term shall include within its definition staking, clearing, excavation, grading, and other site work, and no planting or removal of plants, trees, or shrubs

shall take place except in strict compliance with this Article, until the requirements thereof have been fully met, and until the approval of the appropriate committee has been obtained.

Section 1. Architectural Review Board. As set forth in the Master Declaration, the Architectural Review Board (the "ARB") shall have exclusive jurisdiction over all original construction, modifications, additions and alterations on any portion of the Properties, including, without limitation, the Neighborhood. The design and construction guidelines and application and review procedures promulgated by the ARB shall be incorporated herein by reference as if copied verbatim herein, and shall be deemed to be covenants and restrictions herein subject to the enforcement provisions for covenants and restrictions contained herein. Such design and construction guidelines and application and review procedures may set forth various items, including by way of illustration and not by way of limitation, minimum square footage requirements for Villas constructed on Lots in the Neighborhood. Copies of the guidelines and procedures shall be available from the ARB for review. The guidelines and procedures shall be those of the Association, and the ARB shall have sole and full authority to prepare and to amend the guidelines and procedures. .

Section 2. No Waiver of Future Approvals. The approval of the ARB of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARB, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatsoever subsequently or additionally submitted for approval or consent.

Section 3. Variance. The ARB may authorize variances from compliance with any of the provisions of this Article when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate, and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the ARB from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not necessarily be considered a hardship warranting a variance.



## Article X

### Use Restrictions

The Use Restrictions contained in Article 10 of the Master Declaration apply to the Property and the Neighborhood. In addition, the Use Restrictions of this Article X apply to and encumber the Property and the Neighborhood.

The Association, acting through the Board, shall have authority to make, to modify and to enforce standards and restrictions governing the use of Lots and the Areas of Common Responsibility in addition to those contained in the Master Declaration and herein. Such regulations and use restrictions shall be binding upon all Owners and occupants in the Neighborhood until and unless overruled, cancelled or modified in a regular or special meeting of the Association held by Members other than the Declarant representing a majority of the total Class "A" Members' votes in the Association and by the vote of the Class "B" Member, so long as such membership shall exist.

Section 1. Signs. Declarant shall have the right (i) to erect signs on or about the Property (but excluding Lots owned by Persons other than the Declarant) advertising Foxland Park Villas and/or the Lots and (ii) to erect signs on the Lots indicating the lot numbers for such Lots. Except as otherwise provided in the Master Declaration, or in this Declaration, no sign of any kind shall be erected within the Property without the written consent of the Board unless such sign is in strict compliance with regulations adopted by the Board.

Section 2. Parking and Garages. Vehicles shall be parked only in the garages or in the driveways serving the Lots or appropriate spaces or designated areas in which parking may or may not be assigned and then subject to such reasonable rules and regulations as the Board may adopt. No vehicles of any type may be parked in any front yard, side yard or back yard of a Lot. "On street" parking shall not be permitted within the Neighborhood.

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

Section 4. Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred, kept or permitted on any Lot, except that dogs, cats or other usual and common household pets not to exceed a total of three (3) may be permitted on a Lot. No vicious dogs (as determined by the Board, in its sole discretion) of any type shall be permitted.

Section 5. Pools. No swimming, wading, bathing, or other pools shall be erected, constructed or installed on any Lot; provided, however, that hot tubs or "spas" may be allowed if approved by the Board.

Section 6. Fences. No fences of any kind shall be permitted on any Lot except as approved by the ARB in accordance with Article 10 of the Master Declaration and by the Board.

Section 7. Outbuildings. Outbuildings are not permitted on Lots.

## Article XI

### General Provisions

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for the term of Master Declaration, as extended.

Section 2. Amendment. Prior to the conveyance of the first Lot, Declarant may unilaterally amend this Declaration in its sole discretion. After such conveyance, Declarant may amend this Declaration as provided on Article II, and may otherwise amend this Declaration so long as it still owns any portion of the Property for development as part of the Properties, or owns rights as "Developer" under the Master Declaration for development of the Properties, and so long as the amendment has no material adverse effect upon any right of any Owner; thereafter and otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of at least eighty per cent (80%) of the votes of Members other than the Declarant, and the vote of the Class "B" Member, so long as the Class "B" membership exists.

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

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

Notwithstanding the foregoing, nothing contained in this Section 2 of Article XI shall limit the rights of Declarant contained in Article II, above.

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

commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member, or former officers, director or committee member may be entitled. The Association shall, as a Neighborhood Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 4. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary between said adjacent Lots, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, tenant or the Association.

Section 5. Easements for Utilities. There is hereby reserved unto Declarant and its designees, so long as any of the foregoing own any property described on Exhibit "A", and to the Association and its designees, (which may include, without limitation, Sumner County, Tennessee, and any utility) blanket easements upon, across, over, and under all of the Areas of Common Responsibility and, to the extent shown on any Plat, over the Lots for ingress, egress, installation, replacing, repairing and maintaining cable television systems, master television antenna systems, security and similar systems, walkways, and all utilities, including, but not limited to, water, irrigation water supply systems, sewers, meter boxes, telephones, gas and electricity.

Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board shall have the right to grant such easement on the Property without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Properties. Furthermore, to the extent the easements provided for in this Article conflict with easements shown on the Plat, the easements shown on the Plat shall prevail.

Section 6. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 7. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five (75%) percent of the Board. In the case of such a vote, and notwithstanding anything contained in this Declaration or Bylaws of the Association to the contrary, a Board member shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of seventy-five (75%) percent of all Members. Any meeting called for such purpose shall be subject to the same notice and quorum requirements and other procedures as provided in the Bylaws for meetings of the membership. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article VIII hereof, (c)

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

Section 8. Use of the Words "Foxland Park Villas". No Person other than Declarant and Developer shall use the words "Foxland Park Villas" or any derivative thereof in any printed or promotional material without the prior written consent of Declarant; However, Owners may use the term "Foxland Park Villas" in printed or promotional materials where such term is used solely to specify that particular property is located within the Neighborhood.

Section 10. Security. DECLARANT AND/OR THE ASSOCIATION MAY, BUT SHALL NOT BE OBLIGATED TO, UNDERTAKE CERTAIN MEASURES DESIGNED TO INCREASE SAFETY OR SECURITY IN THE PROPERTY. IN SUCH EVENT, NEITHER THE ASSOCIATION NOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTY, AND NEITHER THE ASSOCIATION NOR THE DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGES BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT DECLARANT, THE ASSOCIATION AND ITS BOARD, AND THE ARCHITECTURAL REVIEW BOARD DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM OR BURGLAR ALARM SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DECLARANT OR THE ARCHITECTURAL REVIEW BOARD MAY NOT BE COMPRISED OR CIRCUMVENTED, THAT FIRE PROTECTION AND BURGLAR ALARM SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOR THAT FIRE PROTECTION AND BURGLARY ALARM SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER, TENANT, GUEST, OR INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT DECLARANT, THE ASSOCIATION, THE BOARD AND THE ARCHITECTURAL REVIEW BOARD ARE NOT INSURERS AND THAT EACH OWNER, TENANT, GUEST AND INVITEE ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS AND TO THE CONTENTS OF LOTS AND FURTHER ACKNOWLEDGE THAT DECLARANT, THE ASSOCIATION, THE BOARD AND THE ARCHITECTURAL REVIEW BOARD HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SECURITY MEASURES UNDERTAKEN.

## Article XII

### Mortgage Provisions

The following provisions are for the benefit of holders of first Mortgages on Lots in the Neighborhood. The provisions of this Article apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

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

(a) any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Lot on which there is a first priority Mortgage held, insured or guaranteed by such eligible holder;

(b) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first priority Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Lot of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days;

(c) any lapse, cancellation or material modification of any insurance policy maintained by the Association; or

(d) any proposed action which would require the consent of a specified percentage of eligible holders.

Section 2. No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first priority Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Areas of Common Responsibility.

Section 3. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

Section 4. Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 5. Applicability of Article XII. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws or Tennessee law for any of the acts set out in this Article.

Article XIV

Declarant's Rights

Any or all of the special rights and obligations of Declarant may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by Declarant and duly recorded in the Register's Office for Sumner County, Tennessee.

[The Remainder of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, Declarant has executed this Declaration on this the 1<sup>st</sup> day of December, 2011.

DECLARANT:

GOODALL INC. BUILDERS,  
a Tennessee corporation

By: [Signature]

Title: Agent

STATE OF TENNESSEE )  
COUNTY OF ~~SEMI~~ DAVIDSON

Before me, Kay B. Housch, a Notary Public in and for the County and State aforesaid, personally appeared Gerald R. Pankow, with whom I am personally acquainted, and who upon oath acknowledged himself to be Agent, of Goodall Inc. Builders, the within named bargainor, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such officer.

Witness my hand and seal, at office this 1<sup>st</sup> day of December, 2011.

My Commission Expires: \_\_\_\_\_ Kay B. Housch  
Notary Public





EXHIBIT "A"  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
\_FOXLAND PARKVILLAS

Legal Description

Land in Sumner County, Tennessee, described as follows: Being Lot Nos. 1059, 1060, 1061, 1062, 1063 and 1064 on the Final Plat of Foxland Phase 9, Section 1 recorded in Plat Book 27, page 114, Register's Office of Sumner County, Tennessee, to which plat reference is made for a more complete description.

Being the same property conveyed to Goodall Inc. Builders, a Tennessee corporation, by deed from Foxland Development Properties, LLC, a Tennessee limited liability company recorded in Record Book 3502, page 538, said Register's Office.

8:50

THIS INSTRUMENT PREPARED BY:

John M. Baird

jBairdlaw

4117 Hillsboro Road, Suite 103-165

Nashville, Tennessee 37215

Pamela L. Whitaker, Register  
Sumner County Tennessee

Rec #:	780899	Instrument #:	1009214
Rec'd:	10.00	Recorded	
State:	0.00	4/10/2012 at 8:59 AM	
Clerk:	0.00	in Record Book	
Other:	2.00	3563	
Total:	12.00		

Pgs 28-29

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR FOXLAND PARK VILLAS  
A FOXLAND NEIGHBORHOOD**

This Amendment to Declaration of Covenants, Conditions and Restrictions for Foxland Park Villas, a Foxland Neighborhood (this "Amendment") is made as of the 10 day of April, 2012, by Goodall Inc. Builders pursuant to Article II (and as Declarant under) that Declaration of Covenants, Conditions and Restrictions for Foxland Park Villas, a Foxland Neighborhood, of record in Record Book 3502, Pages 541-563, Register's Office for Sumner County, Tennessee (as amended, the "Declaration").

1. Article IV of the Declaration is hereby deleted in its entirety and replaced with the following:

Article IV

Maintenance

Section 1. Association's Responsibility. Subject to the provisions of Section 2 of this Article, the Association shall maintain and keep in good repair the roofs and exterior (excluding windows, doors and glass, and HVAC equipment located outside each Villa) of each Villa, , as part of the Areas of Common Responsibility, and shall provide, as part of the Areas of Common Responsibility, lawn care (including irrigation), and landscaping in the front, side and rear yards for each Lot, consistent with Neighborhood Standards, all to be funded as hereinafter provided.

Section 2. Owner's Responsibility. Each Owner shall be responsible for the maintenance, repair, and replacement of any Areas of Common Responsibility required or occasioned by such Owner's negligence, or reckless or intentional acts. In addition, each Owner shall maintain such Owner's Lot and, subject to the provisions of Section 1 of this Article, all structures, parking areas, driveways, "personal" landscaping permitted to the rear of its Villa , windows, doors and glass, and HVAC equipment located outside each Villa, and other improvements comprising the Lot in a manner consistent with the Plat, the Neighborhood Standards and all applicable covenants. If any Owner fails properly to perform such Owner's maintenance responsibility, then the Association may perform it and assess all costs incurred by the Association plus a fee equal to ten (10%) percent of such costs against the Lot and the Owner in accordance with Article VIII, Section 3 of this Declaration; provided, however, except when entry is required due to an emergency situation, the

Ret - Goodall Homes



Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry. Each Owner shall be responsible for the costs of water, electric, gas, telephone, television and data service to its Lot.

2. Capitalized terms not specifically defined herein shall have the meanings given them in the Declaration.

3. Except as modified by this Amendment, the Declaration remains in full force and effect as executed and recorded.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to Declaration of Covenants, Conditions and Restrictions for Foxland Park Villas, a Foxland Neighborhood, to be executed by its duly authorized representative as of the date first above written.

GOODALL INC. BUILDERS, a  
A Tennessee corporation

By:   
Robert H. Goodall, Jr., President

STATE OF TENNESSEE  
COUNTY OF Sumner

Stephanie S. Bruce  
Robert H. Goodall

Personally appeared before me, Stephanie S. Bruce a Notary Public, Robert H. Goodall, Jr., with whom I am personally acquainted, who acknowledged that he executed the foregoing instrument for the purposes therein contained and who further acknowledged that he is president of Goodall Inc. Builders, a Tennessee corporation, being authorized to execute the foregoing instrument on behalf of the corporation.

WITNESS MY HAND, at office this 10 day of April, 2012.

  
Notary Public

My Commission Expires:

Oct. 21, 2013



