PREPARED BY:
Grayson Smith Cannon, Esq.
PHILLIPS & INGRUM
117 East Main Street
Gallatin, Tennessee 37066
(615) 452-8030

Bill Garrett Davidson County
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SECOND AMENDED

DECLARATION OF RESTRICTIVE COVENANTS AND MAINTENANCE AGREEMENT FOR COOPERTOWN FARMS

BE IT REMEMBERED THAT pursuant to Article 17 of the First Amended Declaration of Restrictive Covenants and Maintenance Agreement for Coopertown Farms, the Board of Directors has hereby adopted this Second Amended Declaration in order to correct scrivener's errors and misspellings in the original amended document on the day and date shown below.

WITNESSETH

1. Owner. The owner is the beneficial and legal title holder's of real estate located on Coopertown Road, in Davidson County, Tennessee, and being more particularly described as lots of Coopertown Farms. The land was known as parcel 3 on map 4 of the records of the Davidson County Assessor of Property before division. The complete legal description of the land is as follows:

Land in the 14th Civil District of Davidson County, Tennessee more particularly described as follows:

BEGINNING at an iron pin at the intersection of the northerly right-of-way (25 feet from the centerline) of Coopertown road with the easterly boundary line of property owner by W.H. Culwell et ux, of record in Deed Book 6489, page 930, in the Register's Office of Davidson County, Tennessee, said pin being the southwest corner of the herein described tract and being westerly along said right-of-way 0.8 mile from its intersection with Whites Creek Pike; thence, with said Culwell's easterly boundary line, as follows: North 12 degrees 46 minutes 53 seconds west 1477.99 feet to an iron pin, North 40 degrees 16 minutes 49 seconds west 363.00 feet to an iron pin, North 69 degrees 35 minutes 44 seconds west 414.50 feet to an iron pin in the southerly boundary line of property owned by Sandra K. Howard and Sue Ella Miller, of record in Deed Book 7326 page 26 in said Register's Office; thence, with said boundary, as follows: north 29 degrees 38 minutes 45 seconds east 395.92 feet to an iron pin, north 16 degrees 37 minutes 00 seconds east. 577.35 feet to an iron pin, south 81 degrees, 20 minutes 00 seconds east 2262.47 feet to an iron pin, north 46 degrees, 08 minutes 07 seconds east 125.00 feet to an iron pin, south 45 degrees 10 minutes 51 seconds east 114.60 feet to an iron pin in the center of the creek; thence, with the westerly boundary line of property owned by Thersa C. Barnes and Clifton Leonard Smith, II, of record in Deed Book 6636, page 720 in said Register's Office, south 6 degrees 39 minutes 22 seconds west 1765.04 feet to an iron pin; thence, with the northerly boundary line of property owned by Peter J. Meadows et ux, of record in Deed Book 5334, page 839, in said Register's Office, north 83 degrees 20 minutes 38 seconds west 200.00 feet to an iron pin; thence, with said Meadows' westerly boundary line, south 6 degrees 39 minutes 22 seconds west 538.50 feet to an iron pin in said northerly right-of-way of Coopertown Road; thence, with said right-of-way, north 81 degrees 36 minutes 07 seconds west 687.32 feet to the beginning of a curve in said right-of-way concave to the south and having a radius of 743.66 feet; thence, with said curve and right-of-way, westerly an arc distance of 345.48 feet through a central angle of 26 degrees 37 minutes 03 seconds (chord: south 85 degrees 05 minutes 22 seconds west 342.38 feet) to the point of tangency; thence, with said right-of-way,

southwesterly an arc distance of 205.87 feet through a central angle of 16 degrees 42 minutes 16 seconds (chord: south 63 degrees 25 minutes 42 seconds west 205.14 feet) to the point of tangency; thence with said right-of-way, south 55 degrees 04 minutes 34 seconds west 22.76 to beginning of a curve is said right-of-way concave to the northwest and having a radius of 244.07 feet; thence, with said curve and right-of-way, southwesterly an arc distance of 45.22 feet through a central angle of 10 degrees, 37 minutes 00 seconds (chord: south 60 degrees 23 minutes 04 seconds west 45.16 feet) to the point of tangency; thence, with said right-of-way, south 65 degrees 41 minutes 34 seconds west 141.81 feet to the BEGINNING containing 119.57 acres. Being the same property conveyed to Caudill enterprises by deed from Kenneth G. Smith, conservator for Estate of Ivy Lucille Smith, of record in Book 8114, page 913, Register's Office for Davidson County, Tennessee.

2. Duties. The owner desires to establish, by this instrument, certain rights and duties for his own benefit and for the mutual benefit of all future owners of occupants of the property or any part thereof. The owner intends that all future owners, occupants, mortgagees, and any other persons hereinafter acquiring any interest in the property hold their interest subject to the duties and with the rights, easements and privileges herein created.

3. Definitions. As used herein, unless the context otherwise requires:

(a) " Association" means an organization composed of all of the owners of property known as Coopertown Farms as described above.

(b) " Property" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

(c) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagees has acquired title pursuant to foreclosure or any preceding in lieu of foreclosure. An Owner shall have the right, but not the obligation, to transfer to his tenants actually residing in any Lot all of his rights and obligations under this Declaration; provided that any such assignment shall not relieve the owner of his obligation to pay the assessments provided for herein, and provided further that any such assignment shall be valid only if incorporated into a written Lease agreement and shall be effective only so long as such Lease is in force and effect.

(d) "Roadway(s)" shall be the property owned and maintained by Coopertown Farms Homeowners' Association as shown private roads on Coopertown Farms Plat (see attached plat).

(e) "Majority" or "Majority of the Lot Owners" means the owners of more than 15 of the lots comprising the property described above as Coopertown Farms.

4. Association of Property Owners. All of the Owners of Lots shall be members of an association known as the "COOPERTOWN FARMS HOMEOWNERS' ASSOCIATION", which shall be the governing body for the maintenance, repair, reconstruction, and utilization of the roads and for the enforcement of the restrictions herein contained. The owners of a single lot shall collectively have one vote, and the Association shall be governed by the 15 votes of its constituent property owners, or their successors or assigns. By-Laws are created herein. The Association may adopt other By-Laws. The Association may be abolished at any time by the unanimous vote of all property owners, after all of developer's lots are sold, or with the consent of the developer.

5. Ownership of Common Elements. The Association shall have the right and duty to maintain all improvements on the land upon which the road described rests and shall have the right to remove improvements upon improvement. Each Lot Owner retains, for the use of himself and his successors and assigns and his or their invitees, the right to use the entire roadway,

described, for ingress and egress in perpetuity and grants to the other Lot Owners and their invitees, successors and assigns a similar right in perpetuity. They all offer title to the land, to Davidson County to maintain a public road on the land, subject to there being no cost to the Association.

6. Use of Common Elements. Each Lot Owner shall have the right to use the roadway for ingress and egress to convey utilities to their lot subject to the reasonable regulation and management by the Association.

7. Expenses.

(a) Common Expenses. The owners of each lot, including the developers, shall pay (for each lot owned) $50.00 annually, beginning June 1, 1994, payable to Coopertown Farms Homeowners' Association to share the expense of the Association including the costs of administration and maintenance of the road located thereon, and in addition thereto shall pay any special charge to their lot for violations of this agreement or for costs of collection. After such time as the developer has sold 15 or more lots, the annual association fee, due on June 1, shall increase to $100.00. The expense of maintaining utilities located on the road shall be borne by the owners of lots served by the utility. The developer shall not have any responsibility for the maintenance, repair or placement of any part of the road or easement after the date the roads are completed. Payment of common expenses, shall be in such amounts and at such times as determined by the Association, other than the annual fee. No Lot Owner shall be exempt for payment of his proportionate share of the common expenses by waiver or non-use of the common elements or by abandonment of his lot, a pro-rata portion of all expenses of the Association shall be a lien upon each lot from the time each expense becomes a legal obligation of the Association. If any Lot Owner fails or refuses to pay as billed by the Association for the common expenses within thirty days, the amount due shall bear interest at the rate of 10% per annum, or such greater percentage as may then be permitted under the laws of the State of Tennessee. The interest and debt and special charges shall all constitute a lien on the property of the Lot Owner.

(b) Enforcement of Lien. FOR AND IN CONSIDERATION of the agreement of the other owners who are parties to this agreement, and to secure the payment of the common expenses, interest, and attorney fees, a lien is expressly retained by the Association of each and every lot. The lien may be enforced in any court in Davidson County by the Association. The court shall have the power to sell the lot of the delinquent owners to pay all sums due the Association by the owners and to enforce the lien.

8. Mortgages and Deeds of Trust. Each Lot Owner shall have the right to make separate mortgages and deed of trusts for his lot.

9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Unit shall not effect the assessment lien. The sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, however, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

10. Separate Real Estate Taxes. Real estate taxes shall be separately taxed to each Lot Owner for his lot. Coopertown Farms Homeowners' Association to be taxed for roadways.

11. Maintenance, Repairs and Replacements. Each Lot Owner, at his own expense, shall be responsible for all maintenance, repairs, mowing and replacements of his own lot. Each Lot Owner shall maintain and mow the right-of-way up to the actual road in front of his lot. The Association shall be responsible for repairs on roadway only. The Association shall have absolute discretion concerning the level of maintenance of the right-of-way and to regulate improvements or alterations.

12. Transfer of a Lot-Notice to Association.

(a) Unrestricted Transfers. A Lot Owner may, without restriction under this agreement, sell, give, devise, lease or otherwise transfer his lot, or any interest therein, to any person. Notice of the sale shall be given to the Association together with the names of the new Lot Owners.

13. Use, Occupancy and Building Restrictions.

(a) The lots shall be used for single family residential uses only.

(b) No Lot Owner shall cut trees, having a diameter of 4 inches or more, on more than one acre of the Land in a lot. Moreover, except for the one acre area, no owner shall cut trees within 25 feet of a boundary line. Violation of this restriction shall subject the Property owners to pay liquidated damages to the Association in the amount of $100.00 per tree and all cost of surveys to determine that this provision has been violated. The Association shall pay the cost of the survey if it is determined that the Lot Owner did not violate this provision. The Lot Owners hereby grant free access to the Association for the purpose of investigating for violation of any obligation created by this agreement.

(c) No automobile without current license tags may be stored or parked on a lot or the right-of-way. No motor vehicle shall be parked on the roadway. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No cars, either personal, or otherwise, shall be repaired or worked on in any open area. One personally owned car may be worked on in a basement or garage area.

(d) All buildings shall conform to all provisions of the Standard Building Code for site dwellings.

(e) No store, shop, boarding house or other commercial building or enterprise shall he built, erected or maintained on any said lot in this subdivision.

(f) No lot or lots as shown on said recorded plan shall again be subdivided, re-subdivided, altered or changed so as to produce less area than as established by said plan except as approved by the developer/or his assigns.

(g) The plans and materials to be used according to the plans for each dwelling shall be submitted to Noble C. Caudill, II or to its designee for approval prior to the beginning of construction. Quality homes is the objective of these restrictions and will be required. Brick or stone veneer exteriors are recommended. Specifications for all dwellings shall be equal to or better, than those required by FHA and VA.

(h) No fences shall be constructed with the exception of ones built of like kind to the fence built along Coopertown Road by the Developer, unless approved by the Developer and/or his assigns. Other fences may be permitted in wooded or nonvisible area upon approval of the developer or his assign.

(I) No sewerage shall he allowed to flow into existing creeks and branches or on to the surface of the ground, but shall be disposed of through a sanitary sewage system built in accordance with the county health regulations.

(j) A perpetual easement is reserved for each lot, as shown on the recorded plan, for the construction and maintenance of utilities, such as electricity, gas, water, drainage, etc., and no such structure of any kind shall be erected or maintained upon or over said easement.

(k) The Developers of this subdivision, or their assigns, reserve the right to enter upon any lot for the purpose of cutting grass and cleaning up said lot, if the same be reasonably required, charging the expense thereof, which shall become a lien upon the lot and enforced pursuant to paragraph 7(b) herein.

(l) Any residence erected on any lot, as shown on said Plan shall be of masonry construction and have a minimum living area, including any carport or garage, as follows:

(i) Single story plan, with attached garage - 2,400 square feet (2,000 minimum living, 400 minimum garage);

(ii) Single story with no attached garage - 2,200 square feet;

(iii) Single story with garage in basement - 2,200 square feet;

(iv) Split level or two story - 2,600 square feet (2,200 minimum living of which 1,200 must on main level, 400 minimum garage)

(v) Split level or two story with no attached garage 2,400 square feet;

(m) All buildings or structures of any kind constructed on any lot shall have full masonry foundations, and no exposed block, concrete, foundation, shall not be exposed to the exterior above grade level. Developer or his assign to approve building plans, materials and site placement.

(n) No old house shall be permitted to be brought into the subdivision and to be placed or erected on any lot. No house shall be constructed with used materials excepting partial usage as approved by the Developer or his assigns.

(o) If any provision of this instrument shall be declared void or inoperative by any court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

(p) The right is expressly reserved to the developers and the owners of this subdivision, their representatives, heirs, successors and assigns, to construct all streets, roads, alleys, or other public ways as new, or hereafter may be, shown on this Plan of Subdivision, at such grades or elevations as they, in their sole discretion, may deem proper; and for the purpose of constructing such streets, roads, alleys or public ways, they additionally shall have an easement, not exceeding ten (10) feet in width, upon and along each adjoining lot, for the construction of proper bank slopes in accordance with the specifications of the governmental body or agency having jurisdiction over the subdivision shall have any right of action or claim for damages against any one on account of the grade or elevation at which road, street, alley or public way may hereafter be constructed, or on account of the bank slopes constructed within the limits of said ten (10) foot easement.

(q) Swimming pools will be permitted, provided they do not interfere with septic tanks, or disposal field. Bath houses and recreation rooms will be permitted to be attached to swimming pools.

(r) No signs of any advertising nature shall be permitted on any lot or building except as set out in the county zoning regulations, provided, however, signs may be erected by the parties who have developed this subdivision and/or their selling agents and maintained during the development and sale of lots in the subdivision. Moreover, a property owner and/or his selling agents may erect "For Sale" signs.

(s) Vegetable gardens, gas tanks, (no clothes lines) and the like must be located to conform to general landscaping of each lot and screened from view by hedges or other types of shrubbery or evergreens, preferably white pines six feet in height, five feet apart.

(t) All driveway culverts shall have stone or brick headwalls at each end. Lots 1, 2, 3, 4 and 5 shall use roadways for driveway entrance. No driveway, except Lot 3, shall have driveway on Coopertown Road.

(u) No swine or poultry shall be kept on any of said lots either for private or commercial reasons.

(v) Nothing shall be done on any lot which may be or become a nuisance or annoyance to the neighborhood, and the grounds and general appearance of the property must be in keeping with other lots in the subdivision and mowed on an ongoing basis.

(w) Setback lines are reflected on the plat as noted and any improvements made to said lots must comply with setback lines as established on the plat.

(x) A detached barn may be permitted, however, construction must be a quality character and design as to conform to the character of the development. Said barn and location must be approved by the developer or his assigns.

(y) The owner/developer shall retain the right to approve plans which may slightly deviate from the square footage contained herein. However, the objective is to see that quality style and character of the overall development is preserved.

(z) Horses, dogs and cats may be permitted. A total of five animals per five acre tract. Only two horses per lot will be allowed. Each horse must have a one acre area fenced in for its usage.

14. Remedies. In the event of any violation of the provisions of this agreement by any Lot owner (either by his own conduct or by the conduct of any other occupant of his lot) the Association shall have the right to prosecute an action or other proceedings against such defaulting Lot Owner and/or others for damages or injunction or specific performance, or for judgment for money, or for any combination of remedies, or for any other relief. All expense of the Association in connection with any such actions or preceding including court costs and attorneys fees and other fees and expenses and all damages, liquidated or otherwise, together with interest shall be charged to and assessed against such defaulting Lot Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Association shall have a lien for all of the same as well as for nonpayment of his respective share of the common expenses, as provided herein.

15. Rights and Obligations. Each grantee of the developer, by the acceptance of a deed of conveyance, accepts the property subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this agreement. All future Lot Owners and occupants shall be subject to and shall comply with the provisions of this agreement. All rights, benefits, obligations and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such grantee in like manner as stipulated at length in each and every deed of conveyance or contract of conveyance.

16. Application. All present and future Lot Owners, tenants and occupants of a Lot shall be subject to, and shall comply with the provisions of the By-Laws contained herein and as amended. The acceptance of a deed of conveyance or other devise or of a lease to a lot, or the entering into occupancy of any lot shall constitute an agreement that the provisions of this agreement and of the By-Laws promulgated hereunder, as they may be amended from time to time, are assumed, accepted and ratified by such Lot Owner, tenant or occupant, and all of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such lot, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease, thereof. All of such provisions shall be enforced against future owners in any court.

17. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of 20 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years unless and until terminated by a recorded instrument signed by Owners representing (at that time) not less than 15 of the Lots within or upon the Property. This Declaration may be amended during the first 20 year period by an instrument signed by Owners representing not less than 15 of the Lots within or upon the Property, and thereafter by an instrument signed by Owners representing not less than 12 of such Lots. Any amendment must be recorded. Notwithstanding the foregoing or anything else contained herein to the contrary, however, either the Declarants or the Board of Directors shall have the right to unilaterally, without the approval or consent of any other person, Owner or member, amend this Declaration to correct any scrivener's error, or to insert provisions required by any governmental agency, entity, or instrumentality as a condition to making or insuring loans with respect to the Property or the Units, or to modify its existing provisions to comply with the requirements of any such governmental agency, entity or instrumentality.

The First Amended Declaration of Restrictive Covenants and Maintenance Agreement for Coopertown Farms having been duly executed on the 22nd day of February, 1994, and duly recorded in Book 9259, page 316, Register's Office for Davidson County, the same is adopted and incorporated by the Board except as to the corrections to spelling and scriveners errors made in this Second Amended Declaration pursuant to paragraph 17.

I, Janie Conyers, duly elected Secretary of the Board of Directors of the Coopertown Farms Homeowners Association, hereby certify that this Second Amended Declaration of Restrictive Covenants and Maintenance Agreement for Coopertown Farms has been duly approved and passed pursuant to Section 17 of the Amended Declaration of Restrictive Covenants and Maintenance Agreement for Coopertown Farms to correct certain scriveners and spelling and spelling errors found in the previous document by vote of the duly elected Board of Directors, to wit:

Chris Hensley - President
Leonard Gorman - Board Member - Deer Run Rd.
David Newbold - Board Member - Drye Run Rd.
Lynn Lilley - Treasurer
Janie Conyers - Secretary

on this the 26th day of January, ~~2017~~ 2018.

COOPERTOWN FARMS
HOMEOWNERS ASSOCIATION

By: Janie Conyers
CAHA, Secretary