

**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**WOODBERRY SUBDIVISION**  
**SECTION ONE - A CLUSTER SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants and Restrictions is hereby made and entered into this 25 day of August, 2020, by **WOODBERRY JOINT VENTURE**, a Qualified Joint Venture by and between **E. GORDON WOODSON and KERRI WOODSON**, husband and wife, hereinafter referred to as Developer.

W I T N E S S E T H:

WHEREAS, the Developer herein holds legal title to certain realty in Montgomery County, Tennessee known as **WOODBERRY SUBDIVISION, SECTION ONE**, as shown by plat of record in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, in the Register's Office for Montgomery County, Tennessee (the "Subdivision").

WHEREAS, it is the desire of the parties hereto to place certain Restrictive Covenants on the realty designated as **WOODBERRY SUBDIVISION, SECTION ONE** (the "Subdivision") as shown by plat of record in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, in the Register's Office as aforesaid (the "Plat"), which restrictions are designated for the protection of the Developer herein, and the protection of those who may hereafter acquire title to the lots in said Subdivision.

WHEREAS, it is in the best interest of the Developer, as well as to the benefit, interest and advantage of each and every person or other entity hereafter acquiring any of the property within the Subdivision that certain covenants, conditions, easements, assessments, liens and restrictions governing and regulating the use and occupancy of the same be established, fixed, set forth and declared to be covenants running with the land; and

WHEREAS, the Developer desires to provide for the preservation of the values and amenities and the desirability and attractiveness of the real property in the Subdivision and to fulfill the foregoing objects, purposes and requirements, and at such time as the Developer deems appropriate to create a Homeowner's Association to which should be delegated and assigned the powers of managing the affairs of the residential development, administering and enforcing the covenants and restrictions, and collecting and disbursing any necessary assessments and charges hereafter created.

WHEREAS, it is the intention of the Developer, as the owner of said real estate, to dedicate the streets and drives on such Plat to the County of Montgomery and/or State of Tennessee, to be used as streets and drives and to establish utility and drain easements as shown on the said Plat, and also to place certain restrictions on each of the numbered lots shown on such Plat.

NOW THEREFORE, for valuable consideration, the receipt of which is acknowledged, and for the purpose of carrying out the desires of the Developer, and for the mutual benefit of the present and future owners of the lots in said Subdivision, the Developer does hereby dedicate to the County of Montgomery, for street purposes, the streets and drives shown on said Plat, and

FURTHERMORE, the Developer does hereby place the following reservations, restrictions, conditions and limitations on the numbered lots shown on such Plat, which shall be binding on all present and future owners of such lots, and shall be deemed covenants running with the land, to-wit:

W I T N E S S E T H:

**1. Single Family Residences.** All lots as shown on said Plat, shall be utilized for single family residential purposes only, and only one single family residential unit shall be designed, constructed, maintained or utilized on any such lot. No structure shall be designed, constructed, maintained or utilized upon any of said lots in the nature of a commercial or business house, apartment house, duplex, apartment or institution.

**2. Homeowner's Association.** There shall be formed with the Subdivision the Woodberry Homeowner's Association Incorporated ("the Association."). The Association shall be formed as of the first occupancy of any lot in the Subdivision; dues shall be due and payable upon first lot occupancy. The Association shall be governed according to the Bylaws attached hereto as Exhibit A and as follows:

**a. Members.** Every Lot Owner who is subject to assessment by the Association as hereinafter provided shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment. When any Lot is owned of record in joint tenancy, tenancy in common, tenancy by the entirety, or by some other legal entity, their membership as to such Lot shall be joint and the rights of such membership (including the voting power arising therefrom) shall be exercised as specified herein. A corporate member's vote shall be cast by the president of the member corporation or by any other officer or proxy appointed by the president or designated by the Board of Directors of such corporation. When two or more persons hold an interest in any Lot as owners thereof, all such persons shall be members. The vote for such Lot shall be exercised by one of such persons as proxy or nominee for all persons holding an interest as owners in the Lot and in no event shall more than one vote be cast with respect to any Lot, except as provided herein, with respect to Developer. If joint owners are unable to specify by their majority vote how their vote shall be cast, then no vote shall be cast with respect to such Lot.

**b. Voting Rights.** The Association shall have two classes of voting membership:

**Class A.** Class A members shall be all Lot Owners, with the exception of the Developer or its assignees as hereinafter provided, and shall be entitled to one vote

for each Lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

**Class B.** The Class B member shall be the Developer and any assignee of the Developer to whom such rights have been assigned in writing. The Class B member shall be entitled to twenty (20) votes for each Lot owned. For voting purposes, any and all Lots shown on the Master Plan ( defined as the current section, future sections and all possible sections of Woodberry Subdivision) but not yet platted shall also be counted as Lots owned by the Developer or its assignee and the Owner of any such unplatted Lots shall be entitled to ten (10) votes for each Lot owned prior to the termination of the Class B Membership and one vote for each unplatted Lot thereafter.

**c. Duration of Class B.** The Class B memberships shall continue until the earlier of (1) one year after 100% of the total Lots shown on the Master Plan have been sold by the Developer, (ii) twenty (20) years from the latter of the date hereof or the date of the last supplement to this Declaration, or (iii) the Developer's election by notice to the Association to relinquish such additional voting rights (hereinafter referred to as the "Transfer of Control") after which time the Class B membership interest shall terminate and Developer shall have only one vote for each Lot that it owns.

**d. Annual Meeting.** The first regular annual meeting of the Members may be held, subject to the terms hereof, on any date, at the option of the Board of Directors; provided, however, that the first meeting may (if necessary to comply with Federal Regulations) be held no later than the earlier of the following events: (a) four months after all of the Lots have been sold by the Developer, or (b) twenty (20) years following conveyance of the first Lot by the Developer.

**e. Acceptance of Subdivision.** By acceptance of a deed to a Lot, any purchaser of a Lot shall be deemed to have accepted and approved the entire plans for the Woodberry Subdivision, and all improvements constructed by that date, including, without limitation, the utilities, drains, roads, sewers, landscaping, Common Area amenities, and all other improvements as designated on the Plat and as may be supplemented by additional plats upon completion of development of any portion of the Subdivision. Such purchaser agrees that all improvements constructed after the date of purchase consistent with such plans, and at the same quality of then existing improvements, shall be accepted.

**f. Association Payments.** All Lot Owners by acceptance of a deed for any Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) any other amounts properly assessed against a Lot Owner by the Association, including fines, late fees or any other amounts. The annual and special assessments and any other amounts properly charged to a Lot Owner by the Association, together with interest, costs and reasonable attorney's fees as hereinafter

provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made from the date when due until the same is paid in full or otherwise discharged. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who as the Lot Owner at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title of said person unless expressly assumed by them.

**g. Assessments.** The assessments levied by the Association shall be used to promote the beautification, recreation, health, safety and welfare of the Lot Owners, to provide for the maintenance of the Common Area, entrance, and street lights, to pay the fees of any management agent the Association may employ to manage the affairs of the Association, and to pay other reasonable and necessary expenses of the Association including the repayment of any loans or advances from the Developer and for the care, maintenance, beautification, upkeep, and improvements to common areas and privately owned lots, in the Board or Management Company's discretion. An adequate reserve fund for the maintenance, repair and replacement of items maintained by the Association pursuant to this section shall be established and funded by regular monthly payments. Assessments are defined to include, but not being limited to, garbage removal and Common Area upkeep. Assessments may be charged on a monthly, bi-monthly, quarterly, or annual basis. Special assessments may be called from time to time and shall be due when assessed.

**h. Transfer Fee.** Each Owner of a completed residence in the Subdivision shall pay a transfer fee to the managing agent, to be set by the managing agent and approved by the Developer, and a working capital fee to the Association, the amount of which will be set by the Developer at the closing of the sale of the completed residence to such owner. Said transfer fee shall be payable at the closing of the original sale of a completed residence and any subsequent resale thereof. The amounts paid to the working capital fund by each Owner upon the closing of the sale of the completed residence to such Owner shall not be considered, as advance payment of regular assessments. The working capital fund shall be held and disbursed for the following purposes in the order of priority:

- (i) To fund costs of maintenance of the Common Areas and administration of the Association that cannot be defrayed by assessments;
- (ii) To reimburse the Developer for all amounts loaned by Developer to the Association to fund any operating deficits; and
- (iii) To assure that the Association will have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Board of Directors.

**i. Uniform Rate.** Both annual and special assessments must be fixed at a uniform rate on all Lots and may be collected on a monthly basis, subject to subsection j, herein.

**j. Due dates.** The annual assessments provided for herein shall commence as to Lots not owned by the Developer on the closing date of the transfer of the Lot from the Builder to the Homeowner. As to Lots owned by the Developer, the annual assessments shall commence as to each Lot upon conveyance of such Lot by Developer except for a transfer in which Developer is transferring its rights as Developer. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Lot Owner subject thereto. The assessment shall be paid monthly on the first day of each month by every Lot Owner or in such installments as shall be determined by the Board of Directors of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. ***Notwithstanding anything to the contrary contained herein, assessments shall not commence as to any Lots owned by a Builder until the earlier of (1) one year following the closing date for the purchase of said Lot by Builder from Developer or (ii) the date of receipt of a certificate of occupancy for a single family residence on the Lot.***

**k. Late charges.** Any assessment not paid by the tenth (10th) day of the month in which it is due shall be subject to a late charge in an amount established by the Board of Directors of the Association and shall bear interest from the due date at the maximum rate allowed by applicable law. The Association may bring an action at law against the Lot Owner personally obligated to pay the same, or foreclose the lien against the Lot, and there shall be added to the amount of such assessment all collection costs, including reasonable attorney's fees, and the costs of bringing such action or foreclosure. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

**l. Lien for Assessments.** The lien of the assessments on any Lot provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed on the Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, 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 form the lien thereof.

**3. Requirements for Structures.** No structure designed or utilized for human habitation shall be erected, moved upon or maintained upon any lot as shown on said Plat that does not have the following minimum living area, exclusive of basements, garages, carports, porches, breezeways, terraces, etc.;

- a. A one story structure shall have a minimum of 1,400 square feet of living area.
- b. The minimum of square footage of the main floor area on any one and one half (1 ½), two (2) or more story structure (exclusive of open porches, garages, terraces, etc)

erected, moved upon or maintained on any one of the said lots shall not be less than 600 square feet and a total finished area of not less than 1,400 square feet in the entire residence.

c. The required square footage shall be ascertained, in each instance, by measuring from the outside of each exterior wall.

d. Each dwelling shall have at least two (2) car attached garage. In addition, upon approval by the Developer or the Association, a detached garage may also be built upon the Lot. Said detached garage shall have a design, architectural style, material usage, and color scheme substantially similar to the main residence, all of which shall be approved prior to commencement of construction.

**4. House Styles.** Houses shall be designed and built in the Craftsman or Modern Farmhouse Style. The exterior of all houses shall be predominantly brick, stone veneer, or vinyl siding. Brick foundations shall be required to grade.

No construction, reconstruction, remodeling, alteration or addition to any structure, building, fence, wall, drive, pool or improvement of any nature shall begin without obtaining prior written approval of the Developer as to the location, and approval of plans and specifications therefor. As a prerequisite to consideration for approval, and prior to the commencement of the contemplated work, two complete sets of building plans and specifications shall be submitted. The Developer may require the owner to submit a detailed, mandatory, architectural detailing as to the exterior, which may be modified by the Developer; such suggested modifications shall, at the owner's expense, be incorporated into the plans and specifications. The Developer shall be the sole arbitrator of such plans and may withhold approval for any reason, including purely aesthetic reasons. Upon given approval, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans. The owner shall pay to the Developer a plan review cost of up to One Hundred (\$100.00) Dollars for each plan submitted. After the Transfer of Control by the Developer, the Homeowner's Association shall assume all responsibilities set forth in this Section.

**5. No Converted Garages.** At no time can the garage of a residence be converted into a living area.

**6. Outbuildings.** Upon approval by the Developer or Association, a storage building, either prefabricated or site-built, may be placed on the rear of a Lot, provided that the rear yard of the Lot is surrounded by a privacy fence (see Section 24). No storage building may be erected on a vacant lot; no storage building may be used, either temporarily or permanently, as a residence or living area. No other outbuildings, sheds, shops, barns, etc., except for detached garages under Section 3, are allowed.

**7. Mailboxes.** Cluster mailboxes shall be utilized throughout the subdivision. No individual mailboxes shall be permitted unless they are mandated by the United States Postal Service.

**8. Sidewalks.** Sidewalks shall be four feet wide as per city codes. If any sidewalk is ever reconstructed, it shall be placed and erected as the original sidewalk. Builder shall complete construction of sidewalk within one (1) year of conveyance of the lot from the Developer, regardless of the status of any other construction on the lot.

**9. Driveways.** No driveway or driveway culvert shall be constructed on any lot by any person without consultation with the Montgomery County Highway Department, and all such driveways, culverts and cuts shall have such County approval prior to construction of same.

**10. Location of Structures.** No structure or any part thereof shall be erected, moved upon or maintained nearer to the front lot line, the side lines and the rear lot line than the building setback lines as shown on said recorded Plat.

**11. Completion of Construction.** Upon commencement of construction, erection or alteration of any structure, the same shall be pursued to completion with due diligence, and no such construction efforts shall be abandoned prior to completion.

**12. Nuisances.** No noxious or offensive activity shall be carried on, nor any condition suffered to exist upon any lot, which shall be or become an annoyance or nuisance to the neighborhood.

**13. No other structures.** No structure of any type except a residential dwelling house may be occupied on a temporary or permanent basis upon any lot as shown on the Plat of said Subdivision.

**14. No Mobile Homes.** There shall be no mobile homes, trailers or modular homes on any lot.

**15. No Motor Homes.** Any campers, motor homes, RV's boats, travel trailers or other trailers of any kind, motorcycles, lawnmowers, A TV's, go-carts, work vehicles or any other motorized vehicles must be parked off street and to the rear of the residence.

**16. Non-running vehicles.** Any non running vehicle or automobile must be removed from any street or lot in the Subdivision within forty-eight ( 48) hours.

**17. Trampolines.** Any trampolines, sandboxes, swing sets, slides, playhouses or any children's toys shall be kept only in the backyard to promote a more beautiful neighborhood.

**18. Lawn Ornaments.** There shall be no lawn ornaments of any kind, including but not limited to artwork, statues, sculptures or other ornaments on the front or side of any lot, except the approved mailbox. Any such artwork, statues, sculptures or other ornaments shall be removed upon written demand of the Developer.

**19. Street parking.** No overnight street parking is allowed.

**20. Antennas.** There shall never be any television antennas attached to the roof of any structure. Satellite dishes shall not exceed 24" in diameter, not be visible from the public road and be as close to the rear of the residence as possible.

**21. Clotheslines.** Outside clotheslines and clothes hanging devices shall not be permitted.

**22. Animals.** No animals including livestock, poultry or fowl of any kind, or swine shall be raised, pastured, maintained or allowed to be upon any lot in said development, except normally domesticated household pets which may be kept, in reasonable numbers, for the pleasure of the occupants, but not for any commercial use or purpose.

**23. Trash.** All trash and other debris shall be stored in receptacles, which shall be suitably screened to conceal the same from view of neighboring lots.

**24. Fences.** No fence shall be erected or allowed on any lot or building site closer to the street than the rear corners of the house. No fence shall be erected any closer to the street than the building setback line. If the rear corners of the house and the building set back line are different distances from the street, the greater distance shall control, except in the case of corner lots, where only the building set back line shall control. Fences shall be constructed of wrought iron or aluminum that is fabricated to give the appearance of wrought iron. No chain-link fences or wooden fences are permitted.

**25. Easements** All easements as shown on the Plat of such development are reserved for installation of utilities and drainage purposes as designated on the Plat.

**26. Front Yards.** All front yards must be sodded. All yards will be predominantly grass.

**27. Driveways.** All driveways shall be concrete. All driveways must be 18 feet wide and must run from the street to at least the front of the residence.

**28. Swimming Pools.** Swimming pools must be located to the rear of the main dwelling and shall be no nearer than five (5) feet to any side line. There shall be no pool on any lot which does not have a completed main residence. All pump valves, heaters and other pool equipment must be enclosed in a structure which has an exterior that is the same material as the residence. Only in-ground pools are permitted.

**29. Maintenance of Lots.** OWNER MUST MAINTAIN LOT, IF NOT MUST PAY THE COST OF SUCH MAINTENANCE BY DEVELOPER OR HOMEOWNERS ASSOCIATION. All Lots, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by their respective Owners, both before and after the construction of a residence thereon. Such maintenance shall include, but not be limited to painting, repairing, replacing, and caring for roofs gutters, downspouts, building surfaces, walkways, driveways, and other exterior improvements, cutting grass, lawn maintenance and proper care for all trees, shrubbery and other landscaping. Owners must complete the landscaping of the lot within 2 months of assuming occupancy. A landscape drawing for the front of residence will be submitted to the Developer prior to commencement of construction of the residence, for Developer's approval.

**30. Enforcement.** If the parties hereto, or any of them or: their heirs or assigns, shall violate any of the provisions hereof, it shall be lawful for any other person or persons owning any other lot or lots in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate such covenants of restrictions, and to prevent him or them from so doing or to recover damages or other dues for such violation. Any person violating the restrictions will pay the reasonable attorneys fees incurred by the enforcing person.


**31. Covenants Run With the Land.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change said covenants in whole or in part.

**32. Invalidity of Restrictions.** If any one or more of the restrictions herein contained are declared invalid by any Court, such invalidation shall in no way affect any other restriction herein contained, all of which shall remain in full force and effect, each restriction being treated as separate instruments.

**33. Amendment by Developer.** The Developer shall have the right to amend these Restrictions without the consent of any other lot owner for a period of time up to 120 days after the date of the sale of the last lot in this section.

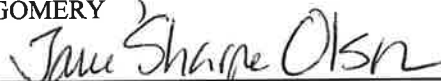
25 IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this day of August, 2020.

DEVELOPER:  
WOODBERRY JOINT VENTURE,  
A Tennessee Qualified Joint Venture

BY:   
E. Gordon Woodson

BY:   
Kerri Woodson

STATE OF TENNESSEE )  
COUNTY OF MONTGOMERY )

Before me, , a Notary Public of the state and county mentioned, personally appeared E. GORDON WOODSON, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be an owner of WOODBERRY SUBDIVISION QUALIFIED JOINT VENTURE, a Tennessee Qualified Joint Venture, the within named bargainer, and that he as such owner, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the Qualified Joint Venture by himself as owner.

Witness my hand and seal at office on this the 25 day of August, 2020.



  
NOTARY PUBLIC

My Commission Expires: 5/16/23

STATE OF TENNESSEE )  
 )  
COUNTY OF MONTGOMERY )

Before me, Jane Sharpe Olson, a Notary Public of the state and county mentioned, personally appeared KERRI WOODSON, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be an owner of WOODBERRY SUBDIVISION QUALIFIED JOINT VENTURE, a Tennessee Qualified Joint Venture, the within named bargainor, and that she as such owner, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the Qualified Joint Venture by herself as owner.



Witness my hand and seal at office on this the 25 day of August, 2020.

Jane Sharpe Olson  
NOTARY PUBLIC

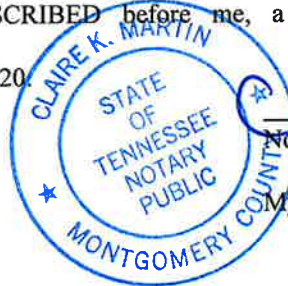
My Commission Expires: 5/16/23

STATE OF TENNESSEE )  
 )  
COUNTY OF MONTGOMERY )

I hereby swear or affirm that the actual consideration for this transfer or the value of the property transferred, whichever is greater, is \$ 0.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Jane Sharpe Olson  
AFFIANT

SWORN TO AND SUBSCRIBED before me, a Notary Public, on this the 25 day of August 2020.



Claire K. Martin  
Notary Public

My commission expires: 4/11/2022