

20436

THIS INSTRUMENT PREPARED BY:  
Douglas A. Brasa  
Ortala, Kelly, Herbert & Crawford  
Third Floor, 402 1/2 Place  
200 Fourth Avenue North  
Nashville, TN 37219-2196

RESTRICTIVE COVENANTS  
FOR  
DERBY GLEN CLOSE

WHEREAS, Medlin-Wherry Land Company ("Developer"), Nashville, Tennessee is the owner and developer of a certain tract of land in Davidson and Williamson Counties, Tennessee, known as Derby Glen Close, which appears of record in Book 6250, Page 90, Register's Office of Davidson County, Tennessee and Book 8, Page 37, and as revised in Book 9, page 32, Register's Office for Williamson County, Tennessee, to which reference is hereby made; and \*

WHEREAS, the said owner desires to place the following restrictions thereon for the protection of said owners and those who may hereafter acquire title to any or all of said lots in said subdivision.

THEREFORE, in consideration of the property and the mutual benefits passing to and from the owner and those who may purchase said lots, the following Restrictive Covenants are agreed upon and shall constitute covenants running with the land, and shall be binding upon all parties now owning any part of said land, their successors, heirs and assigns, and all persons holding ~~title~~ <sup>an interest in</sup> said land until January 1, 2000, and shall be automatically extended thereafter for successive periods of five (5) years each unless a majority of the then property owners shall, by an instrument in writing and recorded in the Register's Office for Davidson County, Tennessee and the Register's Office for Williamson County, Tennessee, elect to alter, amend or terminate said Restrictions. 9.00

The Restrictive Covenants are as follows:

1. All lots in Derby Glen Close shall be used for residential purposes only.

2. It shall be the purpose and intent of these Restrictions to permit dwellings of good architectural design, workmanship and materials, and the plans and specifications for the erection or alterations of any building, fence, wall, or other structure must be approved in writing by the Developer or Plans Committee, as the case may be, prior to the time any such work is begun. The plans submitted must show the nature, kind, shape, height, materials, floor plans, color scheme, location and approximate cost of such structure, and be accompanied by diagram of lot, setting forth the exact location of all proposed structures whatsoever. The Developer or Plans Committee, in its sole discretion, shall have the right to refuse plans which are not deemed by it as suitable or desirable. No structures, temporary or otherwise, shall be moved onto any lot without approval in writing by the Developer or Plans Committee.

3. In the event the Developer or Plans Committee fails or refuses to approve or disapprove such plans submitted to it within thirty (30) days after receipt of such plans, such failure or refusal to act shall be construed as an approval of the plans submitted.

4. Upon a sale of all lots by Developer or if Developer ceases to do business for any reason, it shall name and appoint a Plans Committee of three (3), all of whom shall be property owners in Derby Glen Close. If Developer shall fail to appoint such a committee, then a majority of property owners shall elect such a committee of three (3), all of whom shall own property in Derby Glen Close. This committee shall be self-perpetuating and all vacancies caused by death or other causes, shall be filled by the remaining members of the committee. Each member of the committee shall at all times be a property owner in Derby Glen Close. This committee, upon its appointment or election, shall possess all the powers, rights and duties herein reserved by Developer.

\*Being re-recorded to correct Williamson County recording information in first paragraph, above.

5. The Developer has or will construct certain entrance improvements to enhance the appearance of the subdivision. After completion of the same, each lot owner, on a pro rata basis, shall be responsible for the cost of maintaining said improvements. The Developer or Plans Committee, as the case may be, will be responsible for ensuring that the entrance improvements are properly maintained and lot owners are appropriately assessed for all reasonable expenses and costs incurred. Such assessments shall constitute liens upon each lot if not paid within thirty (30) days of assessment and upon recording of a Notice of Lien in the Register's Office for the County. By majority vote of all lot owners, a not-for-profit homeowners association may be created to handle the duties of the Plans Committee and such other duties as a majority of lot owners shall direct. In the event a homeowners association is created pursuant to this paragraph, it shall have all the powers, rights and duties of the Plans Committee and all lot owners shall be members of the association.

6. No duplex or multi-family dwelling shall be permitted to be constructed on the property.

7. Any dwelling constructed within Derby Glen Close must contain not less than 2,500 square feet devoted to living space exclusive of garages, porches, patios, or carports. A two-story dwelling or a story and a half dwelling shall contain not less than 1,700 square feet on the main floor living level and a total of 3,000 square feet for both living levels.

8. All residential buildings shall have masonry or concrete foundations.

9. All dwellings shall have exposed aggregate driveways and brick mailboxes.

10. In the event the utilities are not completely underground, each residence must have the electric and telephone service run underground from the pole to the house.

11. Any garage or carport which is erected on any lot in Derby Glen Close must be attached to the residential building.

12. No trailer, basement, shack, garage, barn or other outbuilding erected on property in said subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

13. Nothing in Paragraphs 1 and 12, above, shall preclude the use of model homes, trailers, or temporary buildings used during and in connection with the development of the subdivision and construction and sale of the homes therein.

14. Nothing shall be permitted on any of the property that may be or become a nuisance to the neighborhood, nor shall anything be done or permitted on the property that shall be or become noxious or offensive to the neighborhood, or dangerous to health.

15. Vegetable gardens, laundry yards, incinerators, and the like must be located to conform to general landscaping of each lot, and screened from view by hedges or other type of shrubbery or evergreens, but this shall not be construed to permit these or any other activities to be conducted on a commercial basis.

16. Recreational vehicles, campers, boats and trailers must be kept in the rear yard of each lot and must be screened by a fence or planting screen from the view of all adjoining lot owners.

17. No horses, ponies, cows, swine or other animals, except domestic pets shall be permitted on the property, but vicious or offensive pets shall not be permitted to run at large, or to become a nuisance or disturbance to the neighborhood.

18. Permanent easements and right-of-ways are reserved over the rear and/or side of lots for installation and maintenance of public utilities, as shown and set out on the recorded plat of Derby Glen Close.

19. It shall be obligatory upon all owners of lots in Derby Glen Close to construct or place any driveways, culverts, or other structures or gradings, which are within the limits of any dedicated roadways, in strict accordance with the specifications thereof, as set forth on the recorded plat of Derby Glen Close, in order that the roads or streets, which may be affected by such construction, may not be disqualified for acceptance into the road system of Williamson and Davidson Counties. All driveway culverts must have masonry headwalls on open ends.

20. The Developer of Derby Glen Close, or its assigns, reserve the right to enter upon any lot for the purpose of cutting grass or cleaning up such lot, if the same be reasonably required, charging the expense thereof to the lot owner, which shall become a lien upon the lot.

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

22. If any present or future owner of any of the above land, or their successors, heirs and assigns, shall violate or attempt to violate any of the Covenants or Restrictions herein, it shall be lawful for any other person or persons owning any other lot or any part of the property to prosecute any proceedings, at law or in equity, against the person or persons violating or attempting to violate such Covenants or Restrictions, and either prevent him or them from so doing or to recover damages or other compensation for such violations.

IN WITNESS WHEREOF, the Developer has hereunto set his hand on this the 11 day of May, 1988.

MEDLIN-WHERRY LAND COMPANY  
A Tennessee General Partnership

BY: [Signature]  
Partner

IDENTIFICATION REFERENCE

MAY 20 2 48 PM '88  
FELIX Z. WILSON II REGISTER  
DAVIDSON COUNTY, TN

STATE OF TENNESSEE )  
COUNTY OF Davidson )

IDENTIFICATION REFERENCE

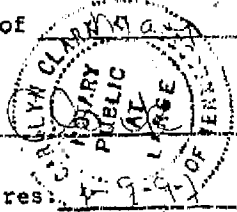
MAY 18 2 47 PM '88  
FELIX Z. WILSON II REGISTER  
DAVIDSON COUNTY, TN

31611

Before me, the undersigned, of the State of Tennessee and County of Davidson said, personally appeared Craig Medlin and Steve Wherry, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be a partner of Medlin-Wherry Land Company, the within named bargainor, a partnership, and that he as such partner, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the foregoing name of the partnership for himself as partner.

WITNESS my hand and seal this 11 day of May, 1988.

[Signature]  
NOTARY PUBLIC  
My commission expires 11-9-88



RE-RECORD  
32379

**Secretary of State  
Corporations Section**

**James K. Polk Building, Suite 1800  
Nashville, Tennessee 37219**

*File 16*

DATE: 01/10/89  
REQUEST NUMBER: 1108-1795  
TELEPHONE CONTACT: (615) 741-0537  
FILE DATE/TIME: 01/10/89 1553  
EFFECTIVE DATE/TIME: 01/10/89 1553  
CONTROL NUMBER: 0210951

TO:  
BAKER, WORTHINGTON, CROSSLEY (BOX 2866)  
PO BOX 2866  
NASHVILLE, TN 37219

**BOOK 7749 PAGE 753**

RE:  
DERBY GLEN CLOSE HOMEOWNERS' ASSOCIATION, INC.  
CHARTER - NONPROFIT

CONGRATULATIONS UPON THE INCORPORATION OF THE ABOVE ENTITY IN THE STATE OF TENNESSEE. THE CHARTER DOCUMENT IS ENCLOSED AND IS EFFECTIVE AS INDICATED ABOVE.

PLEASE BE ADVISED THAT THIS DOCUMENT MUST ALSO BE FILED IN THE OFFICE OF THE REGISTER OF DEEDS IN THE COUNTY WHEREIN A CORPORATION HAS ITS PRINCIPAL OFFICE IF SUCH PRINCIPAL OFFICE IS IN TENNESSEE.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF THE STATE ON OR BEFORE THE FIRST DAY OF THE FOURTH MONTH FOLLOWING EACH ANNIVERSARY DATE OF INCORPORATION. THIS OFFICE WILL MAIL THE REPORT DURING THE ANNIVERSARY MONTH TO THE CORPORATION AT THE ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING ADDRESS PROVIDED TO THIS OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO MAINTAIN A REGISTERED AGENT AND OFFICE WILL SUBJECT THE CORPORATION TO ADMINISTRATIVE DISSOLUTION.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE.

5416 01/11 0101 03CHECK 5.00

00785

IDENTIFICATION REFERENCE

JAN 11 3 37 PM '89

FELIX Z. WILSON II RECISTER  
DAVIDSON COUNTY, TN

**RECORDERS MEMO**

LIABILITY OF WRITING, TYPING OR PRINTING IN  
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

FOR: CHARTER - NONPROFIT

RECEIVED: \$50.00

ON DATE: 01/10/89

FROM:  
BAKER, WORTHINGTON, CROSSLEY (BOX 2866)  
PO BOX 2866

RECEIPT NUMBER: 00000872497  
ACCOUNT NUMBER: 00000503

NASHVILLE, TN 37219



*Gentry Crowell*

GENTRY CROWELL  
SECRETARY OF STATE

FILED

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STATE OF TENNESSEE

1989 JAN 10 PM 3:53

CENTRAL  
SECRETARY

CHARTER

OF

BOOK 7749 PAGE 754

DERBY GLEN CLOSE HOMEOWNERS' ASSOCIATION, INC.

In compliance with the requirements of Tennessee Code Annotated, Section 48-51-101 et seq., the undersigned, all of whom are residents of Tennessee and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a mutual benefit corporation not for profit and do hereby certify:

ARTICLE 1

NAME

The name of the corporation is Derby Glen Close Homeowners' Association, Inc., hereinafter called the "Association."

ARTICLE 2

REGISTERED AGENT

Robert McDowell, whose address is 104 Suffolk Crescent, Brentwood, Tennessee 37027, is hereby appointed the initial registered agent of this Association.

1-11-83 1-17-83

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ARTICLE 3

BOOK 7749 PAGE 755

PRINCIPAL OFFICE

GENERAL SECRETARY OF STATE

The principal office and initial registered office of the Association is located at 104 Suffolk Crescent, Brentwood, Williamson County, Tennessee 37027.

ARTICLE 4

PURPOSES

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of Derby Glen Close, a residential subdivision created pursuant to a plan of record in the Register's Office for Williamson County, Tennessee (hereinafter referred to as "Derby Glen Close"), and to promote the health, safety and welfare of the residents of Derby Glen Close and any additional real property as may hereafter be brought within the jurisdiction of this Association for this purpose to:

- (a) exercise all the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Restrictive Covenants applicable to Derby Glen Close as amended from time to time and recorded at Book 478, Page 328 in the Office of the Register of Deeds for Williamson County, Tennessee, said Restrictive Covenants being incorporated herein as if set forth at length;

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SECRETARY OF STATE

(b) acquire (by gift, purchase or other wise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(c) contract or otherwise provide for necessary or desired maintenance, improvement, repair, restoration, or alteration of its real and personal property and to purchase necessary equipment and employ necessary personnel to achieve these purposes; and

(d) have and to exercise any and all powers, rights and privileges which a corporation organized under the Tennessee Nonprofit Corporation Act by law may now or hereafter have or exercise.

ARTICLE 5  
MEMBERSHIP

Every person who is the owner of a residence within Derby Glen Close (hereinafter referred to as a "Residence"), shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest in a Residence merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Residence which is subject to assessment by the Association.

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SECRETARY OF STATE

11-11-1983 11:17:43

**ARTICLE 6**

BOOK 7749 PAGE 757

**VOTING RIGHTS**

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

**ARTICLE 7**

**BOARD OF DIRECTORS**

The affairs of this Association shall be managed by a Board of eight (8) Directors, who shall be members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association.

At the first annual meeting, the members shall elect directors and officers. The directors shall be elected for a term not to exceed three years. Two of the directors shall reside on Canterbury Close; two shall reside on Suffolk Crescent; two shall reside on Ascot Close; and two shall reside on Derby Glen.

**ARTICLE 8**

**DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of its members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency



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to be used for charitable purposes. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

**ARTICLE 9**

**DURATION**

The corporation shall exist perpetually

**ARTICLE 10**

**AMENDMENTS**

Amendment of these Articles shall require the assent of sixty-seven (67%) percent of the entire membership then entitled to vote; the proposed amendment(s) having been circulated to the membership at least seven (7) days prior to the action.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Tennessee, we, the undersigned, constituting the incorporators of this Association, have executed this Charter this 10th day of January, 1989.

INCORPORATOR:

Kelly R. Duggan  
Kelly R. Duggan

**Owner's Certificate**

(Lots Served by Sewer)

I (we) hereby certify that I am (we are) the owner (s) of the property shown hereon as evidenced in Book 6141, Page 542, R.O.D.C., Tennessee and adopt the plan of subdivision of the property as shown hereon and dedicate all public ways and easements as noted. No lot or lots as shown hereon shall again be subdivided, resubdivided, altered or changed so as to produce less area than hereby established until otherwise approved by the Metropolitan Planning Commission and under no condition shall such lot or lots be made to produce less area than prescribed by the respective covenants as of record in Book \_\_\_\_\_ Page \_\_\_\_\_, R.O.D.C., Tennessee, running with the title to the property.

Name: Medlin-Wherry Land Company Date: 2/1/88  
 Load Company: 2/1/88

**Engineer's or Surveyor's Certificate**

I (we) hereby certify that the subdivision plat shown hereon is correct and that approved monuments shown thus ■ have been placed as indicated. All side lot lines are at right angles or radial to a street, unless otherwise noted. Closure for this boundary is 1:39,000.

Name: Derby Glen Close Date: 2/1/88

**Commission's Approval**

Approved by the Metropolitan Planning Commission of Nashville and Davidson County, Tennessee.

By: James A. Duff Secretary Date: 2-10-88

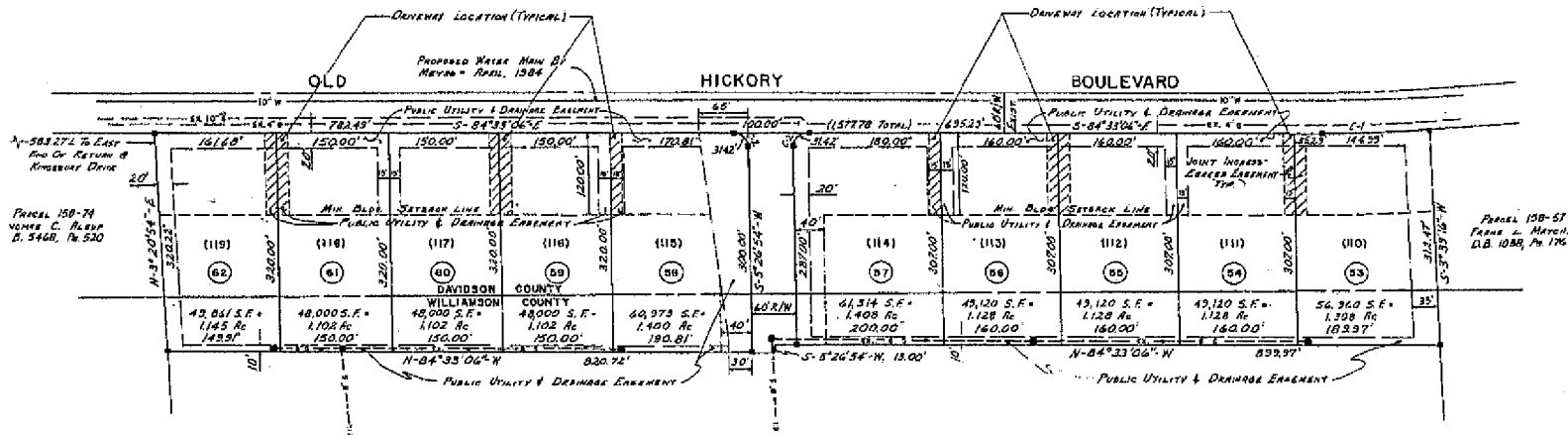
**Record**

Recorded August 13, 1988, Book 6250, Page 99, of the Registrar's Office of Davidson County, Tennessee.

CURVE DATA						
NO.	DELTA	RADIUS	ARC	CHORD	TAN	REMARKS
C-1	4°16'57"	1833.93'	164.93'	144.93'	92.83'	R/W
C-2	90°00'00"	2000'	31.42'	28.28'	20.00'	R/W



SCALE: 1" = 100'



- SUBDIVISION NO 83-643-G**
- NOTE 1. PARCEL NUMBERS SHOWN THIS (X)X PERTAIN TO PROPERTY MAP 158  
 NOTE: ACCESS PERMITTED ONLY AT POINTS AS SHOWN
2. ON ALL LOTS SERVED WITH A COMMON DRIVEWAY, EACH AFFECTED OWNER SHALL BE RESPONSIBLE FOR THEIR PROPORTIONATE SHARE OF MAINTENANCE OF SAID DRIVEWAY. AN INGRESS AND EGRESS EASEMENT IS PROVIDED FOR THE USE AND BENEFIT OF ALL AFFECTED LOTS AS SHOWN HEREON.

EXISTING ZONING: R40

ENGINEER: PRC CONSOER TOWNSEND  
 Division of PRC Engineering  
 404 James Robertson Parkway  
 Nashville, Tennessee 37219

**DERBY GLEN CLOSE**

SECOND CIVIL DISTRICT DAVIDSON COUNTY TENN.  
 MEDLIN-WHERRY LAND COMPANY OWNERS & DEVELOPERS