

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR WILLOWICK SUBDIVISION..

THIS AMENDED AND RESTATED DECLARATION of Covenants, Conditions and Restrictions (hereinafter referred to as "this Declaration") made and published on or as of the date hereinafter set forth, by and between Willowick Homeowners Association (hereinafter referred to as the Association), and any and all persons, firms or corporations hereafter acquiring any of the within described property;

WITNESSETH:

WHEREAS, the association is the owner of that certain tract of real property hereinafter described and desires to create thereon a residential development with open spaces; and

WHEREAS, it is in the best interest of the Association, as well as to the benefit, interest, and advantage of each and every person or other entity hereafter acquiring any of the property within this development 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 Association desires to provide for the preservation of the values and amenities and the desirability and

WHEREAS, the Association desires to make provisions concerning the maintenance and ownership of the open spaces located therein; and

WHEREAS, the Association has deemed it desirable, for the efficient preservation of the values and amenities in said development, and to fulfill the foregoing objects, purposes and requirements, to create an entity to which should be delegated and assigned the powers of maintaining and administering the open spaces, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Association has caused, or will cause, to be incorporated under the laws of the State of Tennessee, a non-profit corporation known as WILLOWICK HOMEOWNERS' ASSOCIATION, for the purpose of exercising the aforementioned functions;

WHEREAS, the property (as defined below) is currently encumbered by restrictions of record in Book 751, Page 907, Registers Office for Williamson County, Tennessee, and the Lot Owners wish to amend and restate such restrictions upon recordation of this Declaration.

NOW, THEREFORE, for and in consideration of the foregoing premises, and the terms, conditions and restrictions hereinafter set forth, the Association declares that the real property hereinafter described is and shall be held, transferred, sold, conveyed and occupied subject to the following restrictions, covenants, conditions, easements, assessments and liens, all of which are to be construed as covenants running with the land, which shall inure

to the benefit of each owner thereof, and which shall be binding on all parties having or acquiring any right, title or interest in the hereafter described property or any part thereof, whether pursuant to a deed of any kind (including, without limitation, a deed in lieu of foreclosure, a trustee's deed or an installment deed), the exercise of any right or remedy contained in a deed of trust, mortgage or other security instrument or document, or pursuant to any other document, instrument or proceeding whatsoever. Every person or other party hereafter acquiring any of the within described property made subject to this Declaration, by acceptance of a deed to any interest in or to said property, shall take such property interest subject to this Declaration and to the terms and conditions hereof, and shall be deemed to have assented to same.

ARTICLE I

DEFINITIONS

The following words, when used herein, shall have the following meanings:

Section 1. "Association" shall mean Willowick Homeowners' Association, a Tennessee not-for-profit corporation, its successors and assigns, which has as its members all owners of Lots in the Property. (The Association's By-Laws are attached)

Section 2: "Open Area" shall mean the real property (including the improvements thereto) designated as open space on the Plat.

Section 3. "Declaration" shall mean this instrument.

Section 4. "Lot" shall mean any numbered lot shown on the Plat.

Section 5. "Lot Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Plat" shall mean the plat of Willowick Subdivision recorded in the Register's Office for Williamson County, Tennessee in Plat Book 12, Pages 42.

Section 7. "Property" shall mean the real property described on the Plat.

ARTICLE II

PROPERTY SUBJECT TO DECLARATION AND SUPPLEMENTAL DECLARATION

Section 2.01 Property Subject to this Declaration:

The Association hereby declares that the Property shall be held, sold and conveyed subject to the easements, restrictions, covenants, and conditions of this Declaration, which are for the purpose of protecting the value and desirability of the Property, and which shall run with the land and be binding on and inure to the benefit of all parties having any right, title or interest in the Property or any part thereof, and their heirs, devisees, executors, administrators, successors, and assigns.

ARTICLE III
PROPERTY RIGHTS

Section 3.01 Owners' Easements of Enjoyment. Every Lot Owner shall have a right and easement of enjoyment in and to the Open Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a. the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Open Area;

b. the right of the Association to suspend the voting rights and right to use of the recreational facilities by a Lot Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

c. the right of the Association to dedicate or transfer all or any part of the Open Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members (No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3rds) of each class of members has been recorded. At the time of any such dedication or transfer, the portion of the Open Area so dedicated or transferred shall no longer be a part of the Open Area and Lot Owners shall thereafter have no greater right in the property so dedicated or transferred than the general public.);

d. When more than fifty (50%) percent of the Lots within the Subdivision are sold, there shall be a special meeting of the Association within sixty (60) days.

e. The Association will dedicate public scenic easements for all portions of the Open Area that are left in a natural state and the Association will dedicate public pedestrian easement to areas that the Brentwood Planning Commission deems appropriate and will negotiate maintenance agreements with respect to said easement areas with the City of Brentwood.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

Section 4.01 Every Lot Owner who is subject to assessment 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.

Members shall be all Lot Owners 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.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 5.01 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot other than the Developer, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the association: (1) an initial assessment of Twenty-Five and no/100 Dollars (\$25.00) upon purchase of a Lot, (2) annual assessments or charges, and (3) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

Section 5.02 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Lot Owners, to provide for the maintenance of the Open Area, 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.

Section 5.03 Maximum Annual Assessments.

a. Until January 1 of the year immediately following the conveyance of the first Lot to a Lot Owner, other than Developer, the maximum annual assessment shall be One Hundred Eighty and no/100 Dollars (\$180.00) per Lot.

b. From and after January 1 of the year immediately following the conveyance of the first Lot to a Lot Owner, the maximum annual assessment for Lots may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Association membership.

c. From and after January 1 of the year immediately following the conveyance of the first Lot to a Lot Owner, the maximum annual assessment for Lots may be increased above said percentage by a vote of two-thirds ($\frac{2}{3}$) of each class of Association members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 5.04 Special Assessments for Capital Improvements.

In Addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment in order to pay for, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Open Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds ($\frac{2}{3}$) of the votes of each class of Association members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5.05 Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article V shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum

at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5.06 Date of Commencement of Annual Assessments Due Dates. The annual assessments provided for herein shall commence as to Lots not owned by the Developer on the first day of the first month following the deed of the first Lot to a Lot Owner. As to Lots owned by the Developer the annual assessments shall commence as to each Lot when the improvements constructed on the Lot are completed and ready for occupancy. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors 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 due dates shall be established by the Board of Directors. 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.

Section 5.07 Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be subject to a late charge in an amount established by the Board of Directors and shall bear interest from the due date at the rate of ten (10%) percent per annum. 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. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Open Area or abandonment of his Lot.

Section 5.08 Subordination of the Lien to Mortgages. The lien of the assessments on 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 the payments which became 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.

ARTICLE VI INSURANCE

Section 6.01 Open Area. The Association shall keep in force and maintain such liability and other insurance as it shall deem necessary relating to the Open Area. The Association may also insure any other property, whether real or personal, owned by the Association, against such hazards as may be deemed desirable by the Association. Premiums for all insurance carried by the Association shall be part of the expenses covered by the annual assessments of the Association.

Section 6.02 Lots. Insurance against damage by fire or other casualty to the improvements on any Lot, liability insurance with respect to occurrences on any lot, and other insurance relating to each Lot shall be the responsibility of the individual Lot Owners.

Section 6.03 Fidelity Bonds. Blanket fidelity bonds may, at their discretion, be maintained by the Association for all officers, directors, trustees, and employees of the Association handling or responsible for funds of or administered by the Association or any other persons handling or responsible for funds of or administered by the Association. Further, in the event the Association delegates some or all of the responsibility for the handling of funds to a management agent, a blanket fidelity bond will be required for officers, employees, and agents of such management agent handling or responsible for funds of, or administered on behalf of, the Association.

- a. The total amount of fidelity bond coverage shall be based upon the best business judgment of the officers of the Association and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bond be less than a sum equal to three months' aggregate assessment on all Lots plus reserve funds.
- b. All such fidelity bonds shall:
 - (i) Name the Association as an obligee;
 - (ii) Contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition Of "employees" or similar terms or expressions; and
 - (iii) Shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Association.
- c. Premiums on all such fidelity bonds (except premiums on fidelity bonds maintained by management agent for its officers, employees, and agents shall be paid by the Association as a common expense.

ARTICLE VII NOTICES TO MORTGAGEES, ETC.

Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor of any deed of trust lien in any property located of trust lien in any property located in the subject development and the Lot number or address, any such lien holder or eligible insurer or guarantor shall be entitled to timely written notice of:

- a. Any delinquency in the payment of assessments or charges owed by an Owner subject to a first deed of trust lien held, insured, or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days;
- b. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
- d. Any proposed action which would require the consent of a specified percentage of deed of trust lien holders.

ARTICLE VIII
USE RESTRICTIONS

Section 8.01 Primary Use Restrictions. No lot shall be used for any purpose except for private single family residential purposes. No structure shall be erected , placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height and containing a garage for the sole use of the owner and occupants of the lot. No improvement, including pools and/or tennis courts unless otherwise authorized and approved, may be erected upon any lot unless in conjunction with a residence located on the same lot.

Section 8.02 Nuisances. No noxious or offensive trade or activity shall be conducted or permitted on any lot , nor shall anything be done or permitted which may be or become an annoyance or nuisance to the neighborhood.

Section 8.03 Animals. No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in the geographic area) may be kept, provided they are not kept, bred or maintained for any commercial or breeding purposes, and, provided further, that all local laws, ordinances and/or regulations are complied with by the owners of the lots and/or pets.

Section 8.04 Duty to Repair and Rebuild.

a. Each owner of a lot shall, at its sole cost and expense, maintain, and repair all portions of his residence and lot, keeping the same in the condition comparable to the condition of such residence at the time of its initial construction , excepting only normal wear and tear.

b. If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then the owner shall, with all due diligence, promptly rebuild, repair , or reconstruct such residence in a manner which will substantially restore it to its condition immediately prior to the casualty. Alternatively, the lot owner shall raze the residence and sod or seed the entire lot until such time as construction of a new residence is begun.

c. Any failure by a lot owner to comply with the provisions of this Section may be remedied by the Association and the cost thereof charged to the lot owner. The Association shall have a lien on the owner's lot to secure the repayment of such costs, which lien may be enforced as the lien for assessments is enforced.

Section 8.05 Business: Home Occupations. No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy and other like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood or be in violation of local laws, ordinances or regulations.

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Section 8.06 Signs. No sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale thereof, which shall not be greater in area than two square feet. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations. Further, any such sign shall comply with all local laws, ordinances and/or regulations.

Section 8.07 Drainage. Drainage of each lot shall conform to the general drainage plans of Developer for the Property. No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewage system. Connections on each lot shall be made with watertight joints in accordance and in full compliance with all applicable plumbing code requirements.

Section 8.08 Disposal of Trash. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers and out of view from any street or other lot or the Open Area.

Section 8.09 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon, in or under any lot, or shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon, under or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 8.10 Rules for Open Area. The Willowick Homeowners' Association is authorized to adopt rules and regulations for the use of the Open Area and such rules and regulations shall be furnished in writing to the lot owners.

ARTICLE IX
ARCHITECTURAL GUIDELINES
AND COMMUNITY REGULATIONS

Section 9.01 Architectural Committee Guidelines - The Architectural Committee (the "Committee") through the Association's Board of Directors (the "Board") has been charged with the responsibility of maintaining the aesthetic and architectural character of Willowick Subdivision.

Any homeowner desiring to make *any* exterior change, improvement, or addition must obtain approval for the change. All applications will be considered on an individual basis, and all specifications presented for the improvements will be weighed and evaluated, based on the following considerations:

- a. The harmony of external design and location in relation to surrounding homes in the community.
- b. The recognition of future maintenance problems or expenditures the installation might cause the Association.
- c. Adherence to guidelines established in the Declaration of Covenants, Conditions and Restrictions for Willowick Homeowners Association, originally registered on September 8, 1988 and amended registered on October, 2002, plus any future amendments to the Declaration.
- d. Structures not meeting the guidelines but in place as of June 15, 2002 will be considered approved structures in their current location and design. Any future improvements/changes will need to conform to the revised guidelines that are in effect at the time of the proposed change.

Section 9.02 The Application Procedure is as follows:

- a. Submit to Willowick Homeowner's Architectural Committee Chair, a complete description of the addition, change, or improvements with a drawing, photograph or catalog picture specification, as necessary, attached to a completed application form. To assist homeowners in making application, the attached form, Exhibit A, can be used for this purpose. Any proposed new construction must also follow the general procedure of submitting plans to the Architectural Committee for approval.
- b. The application will either be approved, disapproved, or the Committee will make additional alternative recommendations for the improvement. The Committee's decision will then be communicated to the Board. All matters submitted to the Committee and the Board shall be decided and announced in writing as soon as possible but no later than thirty (30) days. If no response is forthcoming within such time period, the application shall be deemed approved. Any approved change or improvements made by a homeowner are the responsibility of the homeowner for maintenance, repair and/or replacement.
- c. Unauthorized changes or improvements made by a homeowner must be removed or restored to original condition, at the discretion of the Board, and will be at the sole expense of the homeowner.
- d. The purpose of the Committee is not to discourage improvements but to oversee the nature of improvements in order to enhance the value and conform to the overall aesthetic appearance of Willowick subdivision. This is a protection

of your investment and quality of life. The Board of Directors and Association members are in favor of improvements and hope that homeowners will desire to personalize their homes.

Section 9.03 The Provisions

a. Fencing - In keeping with the park-like setting of Willowick, it is the desire of the Committee to keep the grounds within Willowick as natural and unobstructed as possible. Therefore, we strongly discourage the use of perimeter fencing around Willowick homes. However, in the event fencing is required we have selected the following (in order of preference).

1. Invisible fencing - To cover your property boundaries, the perimeter of your home, with no exposed wire, and will keep your dog safe within your yard. We highly recommend the use of this fence and prefer it be kept in the back and side yards only.

2. "Wrought Iron-Style" Fencing - "Wrought Iron-Style" is the preferred fencing material. Guidelines for "Wrought iron-style" fencing are as follows:

(a) Fences can only be constructed in the rear and rear sides of the home.

(b) Fence posts must be of "wrought iron-style" or brick to match the house.

(c) Fences must be a minimum of four (4) feet tall and a maximum of six (6) feet tall in order to maintain a uniform appearance throughout the community.

3. Wood style fencing is not allowed.

4. If any fence is built within the Public Utility and Drainage easement, the property owner is responsible for the repair to the fence if damaged by utility workers (per Brentwood Code).

5. All fencing must be landscaped.

b. Movable Residence - No house or residence shall be permitted to be moved into Willowick Subdivision and be placed or erected on any lot or common ground

c. Building Materials - The exterior building material of all structures shall extend to ground level and shall be either brick stone, brick veneer or stone veneer, wood, wood siding, stucco or similar material, or a combination of it.

1. Workmanship - The quality of work on the exterior construction shall be equal to or better than that of the surrounding jurisdictions. Poor workmanship will not be allowed and the Board shall cause corrective action to be taken in the event of poor workmanship.

2. Construction site maintenance. The construction site shall be kept clean and orderly. At the end of each day the construction site must be policed to see that all debris is removed and that all materials are stored.

d. Minimum Floor Areas - The following shall be the minimum total floor area for houses to be constructed after this instrument is recorded.

1. The total floor area of any house constructed shall be a minimum of 2400 square feet, exclusive of the garage.

e. Setbacks - No structure shall be located on any lot nearer to the front lot line or the side street line than the minimum building setback lines outlined by Brentwood Codes, except bay windows and steps may project into said areas, and open porches may project into said areas not more than six feet. Association may vary the established building lines or permit encroachments into said areas, in its sole discretion, where not in conflict with applicable zoning ordinances and/or regulations.

f. Landscaping; Driveways; Trees, and open "unbuilt" lots:

1. Immediately upon completion of the construction of a residence, the lot owner shall promptly grade and sod or seed that portion of the lot between the front and street sidewalks of the residence and the pavement of any abutting streets.
2. Each lot owner shall promptly finish, with exposed aggregate concrete, or similar concrete material, the driveway at completion of each single-family dwelling.
3. Lot owners will maintain their open "unbuilt" lots. Routine grass cutting and brush removal is required.
4. Lot owners will maintain their built lot with routine grass cutting and maintenance.

g. Mail and Paper Boxes - The only mail box and /or paper holder authorized or permitted shall be that standard unit approved by the Association. All such units shall encased in brick, stucco or be a pole style consistent with other homeowners. No other mailbox or paper holder shall be placed on any lot.

h. Play Structures - No play structure of any type can be placed in the common areas. Playhouses and swing sets should be portable and placed to the rear of the home and not visible from the front of the home. Trampolines should be enclosed with appropriate fencing. Basketball goals should be placed to the side or rear of the home.

i. Decks - There shall be no wrap around decks. The Committee must approve all other decks. Decks must be in back of the house. The underneath of the deck should have a latticework or trellis type cover and be in harmony with the design of the house. Clear sealants or stains/paints that match the house trim are recommended.

j. Doghouses, Pens, and Runs - Guidelines for doghouses, pens, and runs are as follows:

1. The doghouse should not be seen when viewing the front of the house.
2. The doghouse must be painted a color to blend with the brick veneer of the house or the natural landscaping.
3. The doghouse must be kept in good repair.
4. Dog runs and dog pens are not allowed.

k. Satellite Dishes - The following guidelines for satellite dishes were developed to be consistent with the restrictions that the Federal Communications Commission has established for them as directed by Congress in the Telecommunications Act of 1996.

1. Direct broadcast satellite (DBS) satellite dishes are permitted as long as they are not greater than one meter (39") in diameter. *All other satellite dishes are prohibited.*
2. Satellite dishes should be placed, to the extent feasible, in a location that is not visible from the street. Therefore, it is recommended that satellite dishes be located in the rear of the home. If a satellite dish must be located toward the side of the home then it is recommended that it be located away from the front side of the house.
3. It is recommended that satellite dishes be located as close to grade level as possible so that landscaping can be used to screen them from view.
4. Low lead glass skylights are available that will permit the satellite dish to be located in the attic of the house. If this is used then the location of the skylight must follow the guidelines outlined for them.

l. Antennas - The following guidelines for antennas were developed to be consistent with the restrictions that the Federal Communications Commission has established for them as directed by Congress in the Telecommunications Act of 1996.

1. The only antennas that will be permitted are those used for television broadcast reception and Multi-channel Multi-point Distribution Services (MMDS). All other antennas are prohibited.
2. It is strongly recommended that antennas used for either television broadcast reception or MMDS be located in the attic of the home.
3. If good reception cannot be obtained in this manner, then an application needs to be submitted to the Board or Committee for approval prior to the installation. The application must indicate the proposed location, materials, height and size. It is strongly recommended that the antenna be positioned so

that it is not visible from the street and that the height of the antenna not extend above the roofline of the home. The size of the MMDS antenna must be less than (39") in diameter or diagonal measurement.

m. Swimming Pools - Children's wading pools (less than one foot in depth) are acceptable as long as they are well maintained and not in public view. They should be appropriately stored when not in use. All other types of swimming pools must be in ground, built according to Brentwood Codes and approved by the Committee.

n. Blasting - Blasting allowed only with special permission and done according to Brentwood Codes. Protection of surrounding lots will be of the utmost importance.

o. Tennis Courts - No tennis court shall be permitted on any lot.

p. Hot Tubs - Guidelines for hot tubs are as follows:

1. All hot tubs must be located in the rear yard, directly behind the house and be screened from view.
2. No piping, pumps, filters or other mechanical equipment shall be exposed to view.
3. No water from the tub is to be allowed to drain onto adjoining property. Hot tub owners will be held liable for any and all repairs for damages to property due to run off or drainage damage to adjoining property.
4. Lighting of hot tubs shall be placed so that it is not intrusive to adjoining properties.
5. Covered tops must be kept on hot tubs at all times when not in use and properly secured so that it is childproof.
6. All hot tubs must be installed according to Brentwood Codes.

q. Storm Doors - Full view type doors, including those doors that may have individual windowpanes from top to bottom, are approved. Any other door must have Committee approval.

r. Exterior Color - The changing of exterior colors, including, but not limited to, paint, trim, and roof, must be approved by the Committee. Color chips must be made available to the Committee.

s. Skylights- Skylights must not be located on any front facing roofs of the house.

t. Lighting - Any permanent exterior lighting, other than low voltage landscape, patio or sidewalk lighting or floodlights attached permanently to the house, must be approved. Seasonal lighting must be removed after the holiday season. Security lighting mounted on separated poles is not permitted.

u. Materials - Building materials such as lumber, brick, stone, block, concrete or anything used for building purposes shall not be stored on any site except for the purpose of construction on such site, and then only for the length of time as is reasonable necessary for the construction of the improvements in process. Excess materials, which the homeowner wishes to maintain, must be reasonably stored from view (by either the neighbors or from the street).

v. Other Structures - No structure of a permanent, temporary or moveable nature shall be permitted on any lot other than the main residence.

w. Awnings - The awning style and color must blend with the house architecture, be kept in good repair, and not be allowed to fade or tatter. Awnings must be of a permanent nature. No plastic, metal, or fiberglass shall be allowed.

x. Solar Panels, Window Air Conditioners, Flagpoles and Clotheslines -

1. Solar panels are not allowed.
2. Window air conditioners are not allowed.
3. Flagpoles should be attached to the home, not erected as a freestanding pole on the lot.
4. No outside clothesline shall be erected or placed on any lot.

y. Home Additions- Additions and modifications to residence structures must be identical to the existing architecture and shall be constructed of brick, dryvit or similar materials as approved by the Committee and all finish material must be to grade. An exception from this requirement shall be made for gables, dormers, bay windows and other areas, which cannot be feasibly finished with approved materials; however, under no circumstance shall chimneys be exempt from this requirement.

z. Vehicles - No trailer, truck, motorcycle, commercial vehicle, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement. No motorized vehicle that is inoperable or requires repair shall be habitually or repeatedly parked or kept on any lot (except in the garage), common ground or on any street in the subdivision

Section 9.04 Architectural Committee & Guideline Variances

There may be times when it is necessary in order to protect the community and the environment that the Committee will need to make variances to the above guidelines. These variances will be made on an individual basis and will require the approval of the Committee.

Section 9.05 Architectural Committee Liability

The Architectural Committee shall not be liable to any homeowner in connection with the exercise or non-exercise of architectural control here under, or the approval or disapproval here under for any improvement. Any approval of any plans or specifications by the Committee shall not be deemed to be a determination that such plan or specifications are complete or do not contain defects, or otherwise comply with any applicable governmental requirements, and the Committee shall not be liable for any deficiency, or any injury resulting from any deficiency, in such plans and specifications.

Section 9.06 Procedures for Dealing with Violations of Willowick Subdivision Rules and Regulations

Outlined below are the steps that will be followed for all violations:

1. Letter of violation will be sent to the homeowner by Willowick Homeowner's Association and the homeowner will have 15 days to respond to them stating actions being taken and time frame to correct the violation.
2. If the homeowner has not responded within 15 days, a \$50.00 per month fine plus legal fees will be assessed.
3. Should the homeowner not comply within 15 days after the \$50.00 per month fine is assessed, this will be turned over to the attorney to have the homeowner bring the violation in compliance with the Architectural Guidelines and collect the outstanding fines.
4. Any homeowner found in violation of the Architectural Guidelines or the Covenants is responsible for all cost incurred by the Homeowners Association to correct the problem as well as all attorney and court fees incurred by the Homeowners Association.
5. A lien will be placed on the property if the violation is not corrected and the fines paid.

ARTICLE X GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these restrictions shall be by proceeding in law or in equity, brought by any owner, by the Willowick Homeowners' Association, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or recover the cost of restoration, and/or to recover damages. Failure of any owner, the Willowick Homeowners' Association, to demand or insist upon violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions. Any violator shall in addition to all other remedies herein provided, be liable for any and all costs of enforcing these restrictions, including reasonable attorney's fees and costs.

Section 2. Severability. 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.

Section 3. Restrictions Run With Land. Unless canceled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of at least forty (40) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of all lots subject to this Declaration has been recorded agreeing to change these restrictions and covenants in whole or in part. These restrictions may be canceled, altered or amended at any time if permitted by local law, ordinance and/or regulation, by a written instrument signed by the owners of the lots with 75% of the votes in the Willowick Homeowners' Association and recorded in the Williamson County, Tennessee Register's Office.

Section 4. Amendments to Articles and ByLaws. Nothing contained in this Declaration shall limit the right of the Willowick Homeowners' Association to amend, from time to time, its Charter and ByLaws.

Section 5. Non-Liability of the Directors and Officers. Neither the directors officers of the Willowick Homeowners' Association shall be personally liable to the owners for any mistake or judgement or for any other acts or omissions of any nature whatsoever while acting in their official capacity, except for any acts or omissions found by a court of competent jurisdiction to constitute gross negligence or actual fraud. The owners shall indemnify and hold harmless each of the directors and officers and their respective heirs, executors, administrators, successors and assigns in accordance with the ByLaws. This indemnification shall include, without limitation, indemnification against all costs and expenses (including attorneys' fees, amounts of judgments paid and/or amounts paid in settlement) incurred in connection with any claim, action, suit or proceeding, whether civil, criminal, administrative or other. The Willowick Homeowners' Association may provide insurance to cover such risks.

Section 6. Sale or Other Disposition of Open Area. The Willowick Homeowners' Association shall not dispose of any Open Area, by sale or otherwise , except to an organization conceived and established to own and/or maintain the Open Area, without first offering to dedicate the common Open Area to the City of Brentwood, and the said dedication be approved by the Brentwood Planning Commission, the Brentwood Parks Board and approved and accepted by the Brentwood Board of Commissioners. The conditions of such transfer shall conform to local laws, ordinances and/or regulations and shall be in conformity

to the officially recorded development plat(s).

Section 7. Permanent Unrestricted Use. Except as otherwise provided herein and when not in default of any obligation(s) of a member in the Willowick Homeowners' Association, all members (lot owners) shall have guaranteed the permanent unrestricted right to utilize the land and facilities owned by the Willowick Homeowners' Association as common Open Area.

Section 8. Subject to Local Laws, Ordinances and/or Regulations. The Willowick Homeowners' Association, or any successor organization, shall own and maintain the common Open Area in accordance with the officially recorded development plan and subject to local laws, ordinances and/or regulations related to Open Space Residential Developments and be responsible for any and all costs and/or sanctions from deviation from the same and shall indemnify and hold harmless Developer from such deviations and consequences of deviation.

Section 9. Board' s Determination Binding. In the event of any dispute or disagreement between any owners relating to the Property, or any questions or interpretation or application of the provisions of this Declaration or the ByLaws, the determination thereof by the Board of Willowick Homeowners' Association shall be final and binding on each and all such owners, except the Developer for so long as he owns a lot or lots, may veto such determinations relating to lot(s) owned by it or adversely affecting the lot(s) owned by it, in Developer's sole discretion.

**EXHIBIT A - APPLICATION FORM
WILLOWICK HOMEOWNERS' ASSOCIATION
HOME IMPROVEMENT APPLICATION & REVIEW FORM**

Homeowner: _____ Date: _____

Address: _____ Phone: _____

Nature of improvement (include drawing, if applicable): _____

Color (if applicable): _____

Location (if applicable): _____

Dimensions (if applicable): _____

Construction Material (if applicable): _____

Supplier: _____

Contractor: _____

The plans and specifications showing the nature, kind, shape, height, materials and location of same must be attached to this application. If approved, I agree to build in accordance with this application and the attached plans and specifications and I agree to maintain any improvements at my expense.

Signed: _____

FOR ARCHITECTURAL COMMITTEE USE ONLY

Date received _____ Inspected on: _____

Approved by: _____ Approved on: _____

Disapproved on: _____ Disapproved By: _____

Remarks: _____

Signatures: _____