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WYNDSTONE SUBDIVISION
A Planned Residential Subdivision
SECTION I

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ARTICLE I
RESTRICTIVE COVENANTS
SECTION 1 ONLY

KNOW ALL MEN BY THESE PRESENTS: That LEE GODFREY (hereinafter referred to as "Developer"), being, on the day hereof, the owner of all property contained in WYNDSTONE, SECTION I, a plat of which appears in the Register's Office of Madison County Tennessee, in PLAT BOOK _____, PAGE _____, reference to which plat is hereby made, and the owner of all the lots onto which property is subdivided as shown by such Plat, and desiring to create and establish certain restrictions with respect to all of the lots in WYNDSTONE, SECTION I (hereinafter called "Subdivision"), and the use thereof, for the benefit and protection of the undersigned and of all persons subsequently being purchasers or owners of any such lots, and as an inducement to encourage the purchase by others of such lots, and as residential purposes, does hereby impress upon such property and upon each and all of the lots into which the same has been subdivided as provided by the plat the following covenants and restrictions:

1. All lots in the Subdivision shall be used for private, residential purposes only; provided, however, the Developer shall have the right to continue to use all unsold lots in the Subdivision for agricultural purposes.
2. "Owner" herein shall refer to the record owner, whether one or more persons or entities, of any affected lot, but excluded those having and interest in the affected lot merely as a security for the performance of an obligation.
3. Any variance from these restrictive covenants permitted herein must be with the express prior written consent of the Developer.
4. **Fences:** No chain link fences will be permitted on any lot for any reason.. All fencing

will be of the wooden stockade type, unless specifically approved in writing by the Developer. No fence will be allowed beyond the front setback line of any lot or beyond the front of any single family dwelling. No fence on any corner lot shall extend past the minimum setback requirement of either street or beyond the house. No exposed fence rails or fence stringers or fence posts shall be visible from any street.

5. **OUTBUILDINGS** : Any outbuilding or accessory building must be specifically approved in writing by the Developer prior to it being located or constructed on any lot in Wyndstone Subdivision. Said outbuilding or accessory building shall be located behind an approved stockade fence, the exterior shall be brick, stone or a developer approved material painted to match the trim color on the single family dwelling and shall have a shingle roof which matches the roof of the single family dwelling. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single family dwelling unit and one (1) other building or structure customarily used as an outbuilding or accessory building.

6. **No item of any nature may be placed, erected, constructed, or located on any lot without the express written approval of the Developer.** No permanent or temporary structure, ornament, statue, decorative item, clothes line, children's play house or playground equipment, wading pool, swimming pool, fountain, fence, building or other structure or movable property may be placed on any lot without the expressed prior written approval of the Developer. In the event any lot owner shall construct or place any improvements on any lot without first obtaining the prior written consent of the Developer, or other such consents as required by law, or varies the materials or construction proposed after construction begins without the prior written consent of the developer, said owner shall be liable to the Developer for a liquidated damages penalty in the amount of \$3,000.00. Nothing herein contained is intended to serve as a waiver of the undersigned or any other lot owner's rights to require full compliance with these restrictions and payment of such penalty shall not relieve said lot owner from compliance with these restrictions.

7. **Prior to receiving a deed to any lot and construction of a dwelling on a lot in the Subdivision, the owner of the lot must submit a detailed set of house plans, including the proposed site plan and materials proposed to be used in the construction, to the Developer for written approval thereof and no construction on any lot may be commenced without first obtaining said written approval of the Developer.** Once written approval has been obtained, construction on the lot must generally conform with the approved plans, and the owner may not in any way vary the materials proposed in the construction of the residence without the prior consent of the Developer. Developer may assign, transfer or terminate its rights and obligations as a Developer hereunder by execution and recording of an instrument assigning, transferring or termination such rights and obligations in the Register's Office of Madison County, Tennessee. Upon execution and recording of such instrument, Developer shall have no further obligations or rights with reference to the Subdivision as a Developer, except as stated in such instrument.

8. During the period of actual construction of a single family dwelling unit on a lot, the owner thereof shall require all primary and subcontractors and other workmen furnishing services or material to the premises to keep both the lot under construction and other lots reasonably free of trash and other construction debris. **Each Lot Owner, beginning with the acquisition of the**

lot, shall bear total responsibility for all erosion control and shall see that all environmental rules and regulations are observed. Lot Owner shall ensure his or her contractor meets these obligations if Lot Owner employs a Contractor.

9. EXTERIOR CONSTRUCTION:

- A. Each dwelling shall have an exterior with a minimum of **80% Brick, Stone or Dryvit**; any other exterior material shall be specifically approved in writing by the Developer.
- B. No exterior of any dwelling shall be constructed of vinyl or aluminum siding; except that **vinyl or aluminum may be used to cover soffit and fascia**. No outside walls may be constructed of vinyl, aluminum, imitation brick or similar materials.
- C. All **Front Gables and Dormers must be constructed of brick, stone, vinyl cedar shakes or hardy board**. Side and Rear Gables may be covered with vinyl siding.
- D. All outside materials must be new except that used brick, stone or ornamental objects may be used. No temporary residence or other temporary structure shall be placed on any lot. No mobile or modular homes or previously used dwelling or accessory building shall be placed in the Subdivision. No open foundations or unsightly methods of construction shall be permitted on any lot in the Subdivision. All concrete block foundations shall be covered with new or used brick, or plaster of other material as approved by the Developer.
- E. **Roof pitch** of the front of any dwelling erected in the Subdivision shall be at least **10/12**.
- F. **Roofing shingles** shall be of **true architectural type design** or a type approved by developer.
- G. All **exterior windows** of any dwelling erected in the Subdivision shall be of **wood or vinyl construction**, or a material approved in writing by the Developer.
- H. Every single family dwelling erected in the Subdivision shall have a **garage** which is **fully enclosed with electrically operated doors** and of **sufficient size for at least two (2) cars**.
- I. **All driveways shall be paved with concrete**. The use of gravel or asphalt is specifically prohibited, except as a base to the concrete drive.
- J. **Construction of any single family dwelling** erected on any lot in the Subdivision **shall be complete within eight (8) months** of the beginning of construction of said dwelling.

10. Square Footage:

- A. Except with written approval of the Developer, any dwelling erected on any residential lot shall have an **interior heated ground floor area (whether level or split) of at least 1,600 square feet**, said minimum interior ground floor area to be exclusive of all areas within open porches, breezeways, garages, and accessory buildings.
- B. A **one and one-half (1-1/2) or two (2) story dwelling may have a minimum interior ground floor area of 800 square feet** if such one and one-half (1-1/2) or two (2) story dwelling has a **total interior heated floor area (exclusive of open porches, breezeways, garages and accessory buildings) of at least 1600 square feet**.
- C. No single family dwelling unit erected on any lot in the Subdivision shall exceed two and one-half stories in height (exclusive of basement).

11. **Setbacks:**

- A. No part of any dwelling or outbuilding or accessory building on any lot in the Subdivision shall be located within **30 Feet of the Front Property Line of the lot, except on some cul-de-sac lots, a 22.5 Foot setback is allowed.**
- B. For dwellings of less than two stories, located on an interior lot, each **side yard shall be not less than eight (8) Feet. For dwellings of two or more stories, there shall be a side yard of not less than twelve (12) Feet on each side.**
- C. For every dwelling in the Subdivision, there shall be a **rear setback of not less than ten (10) Feet.**
- D. If there is a conflict between any setback shown on the recorded plat of the lot, then such plat setback line shall control, **unless expressly approved in writing by the Developer prior to commencement of construction.**

12. **Any television satellite receiver above 18 inch diameter installed on any lot in the Subdivision, shall be located in the rear yard of the lot and enclosed by a “stockade” type fence, unless otherwise approved by the developer in writing prior to installation.**

13. At which time a single family dwelling becomes occupied, **all Garage Doors must be closed at all times** except when being used for entry into or exit from garage.

14. **No clothes line(s)** may be placed or used on any lot, unless completely out of sight from all other lots in the subdivision.

15. **No trailers, boats, motorcycles, campers, or related types of vehicles or instrumentalities, shall be permitted on any lot in the Subdivision, unless stored at all times in a stockade type fence, an enclosed garage or other permanent outbuilding or accessory building otherwise permitted under these restrictions.**

16. **No commercial vehicles larger than a pickup truck shall be allowed on any lot in the Subdivision unless same is maintained within an enclosed garage.** Nothing herein contained is intended to prohibit commercial vehicle access to any lot within the Subdivision for purposes of rendering commercial services for the benefit of such lot owner. No inoperable or damaged vehicle shall be parked or maintained on any lot unless same is within an enclosed garage area.

17. **No trash containers will be permitted unless same are screened by fencing or shrubbery from public view.** All trash and refuse shall be disposed of as allowed and permitted by local laws and ordinances.

18. **Each property owner shall at his sole expense, obtain and erect an ornamental iron mail box** in accordance with the type, model and specifications approved by the developer and no mail box or receptacle of any other type will be allowed.

19. **No security lights** of any size or design similar to street lights shall be erected on any lot in the Subdivision.

20. **No above ground pools, whether temporary or permanent, shall be placed on any lot in the Subdivision.**

21. No lot in the Subdivision shall be subdivided without prior written approval of Developer.

22. The total ground area occupied by a dwelling and accessory building on any lot shall not exceed 30% of the total area of the lot.

23. All electrical service lines, telephone lines and cable TV lines shall be located underground, and the owners of the lot over which a telephone, etc., are to be placed shall be responsible for the cost of labor and materials in placing such lines underground from the street to the dwelling located on the lot. To the extent that the Developer shall furnish or otherwise construct utilities, or future utility services, easements for same shall not be unreasonably withheld by any lot owner.

24. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done which may be or become an annoyance or nuisance to the Subdivision or other lot owners.

25. No fowl, livestock, or other animals, except such customarily domesticated animals as dogs and cats, shall be kept, stabled or penned on any lot or brought onto any lot, and all such animals must be confined on said lot in accordance with local ordinances and state law.

26. Each lot owner will be responsible for maintaining his lot in a reasonably neat condition and shall do nothing on a lot which render it unattractive, unsightly or a nuisance to the Subdivision or other lot owners.

27. Any heating or cooling system for a structure on any lot which is of a type that uses a water source heat pump, or similar device, must drain into a dry well and meet all governing authorities regulations pertaining to same.

28. If any owner of a lot shall violate or attempt to violate any of the restrictions or covenants herein contained, it shall be lawful for any person owning a lot within the Subdivision to prosecute such proceedings at law or in equity against the person or persons violating or attempting to violate said restrictions, either to prevent such violations or to recover damages thereof, or both. In the event the Developer or a lot owner shall employ the services of an attorney to enforce any covenant or restriction herein contained, the non-complying lot owner shall be liable for all costs, expenses and attorney's fees incurred by such Developer or lot owner, in order to enforce these covenants and restrictions. Invalidation of any one or more of these restrictions or covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

29. Each lot owner shall have an affirmative duty and obligation to ensure that during construction all work is carried out so as to minimize the negative environmental impact of the

construction on each lot and the subdivision in general. Each job shall be carried out on a clear basis, with all trash and waste products kept in proper receptacles and removed from the job as soon as practical. Unsightly and offensive materials and supplies shall not be allowed to remain or be stored on the property. Each owner shall take all reasonable precautions to prevent run-off, mud, and the spread of trash or waste from the job site to other lots and the subdivision in general.

The lot owner will be responsible to ensure this covenant will be observed and shall be responsible for the acts of his contractor, his subcontractor or any of his agents which fail to observe this covenant. In the event of a breach of this covenant the Developer shall have the right, as his sole option and discretion, to have independent contractors correct any violation of this covenant and to charge the individual lot owner with the costs of correction of this violation and all costs of enforcing this provision; including, but not limited to a reasonable attorneys fee. The Developer shall have the additional right to file a lien in the Registers Office of Madison County Tennessee, which shall constitute an encumbrance on the individual lot until the cost and fees are paid to discharge that item, and shall have the right to foreclose that lien if the items remain unpaid. These specific rights and remedies are cumulative to any other rights the developer may have; and developer reserves the right to seek other remedies and damages for violation of this restriction as outlined in the remainder of these restrictive covenants and under the law in general.

30. The Developer has no obligation to enforce the Restrictive Covenants, or maintain entrances or other areas in the subdivision at any time during the sale of lots or after lots are sold. The Developer and/or any lot owner has the right to enforce the Restrictive Covenants, but no party has the obligation to enforce the Restrictive Covenants.

ARTICLE II

BY-LAWS OF HOMEOWNERS ASSOCIATION

1. **HOMEOWNERS ASSOCIATION:** All of the owners of lots in Wyndstone Subdivision, a Planned Residential Development, as shown on the plat(s) to be recorded in the Register's Office of Madison County, Tennessee, as the same may be amended to include any additional units, shall be members of the Association. It is intended that this initial section will not be the only section of Wyndstone Subdivision and it is intended that each additional Section platted by the Developer shall become part of Wyndstone Subdivision and subject to the Homeowners Association provisions at the sole option of the Developer. If the Developer provides that future sections of Wyndstone Subdivision are part of this Homeowners Association, those lots and Owners shall become part of the Association as directed by the Developer.

The Homeowners Association shall become effective upon the sale of Seventy-five Percent (75%) of the total lots to be included in the total Wyndstone Subdivision Subdivision, which includes this section. Future sections of the subdivision may become members of the Association on the same terms in the event Developer in his sole discretion includes that section as a part of the Homeowners Association. The Developer shall notify the Lot owners when Seventy-five Percent (75%) of the total lots have been sold for the Section and when the Developer gives that notice the

Homeowners Association shall meet within Sixty days (60) and from that date forward shall assume responsibility for all of the common areas and shall have the authority rights and obligations stated hereafter.

The purpose of the Association is to administer on a non-profit basis and through a Board of Directors, to elect the Board of Directors; to amend and supplement from time to time these By-Laws and the system of Administration; and to do and perform any and all other things, matters or acts required by or permitted by the owners or the laws of the State of Tennessee. The Association shall be responsible of the maintenance of the common areas of the Subdivision and may take any action to enhance the value of the Subdivision in general.

2. MEETINGS AND VOTING RIGHTS OF MEMBERS:

a) Eligibility. The owner or owners of a lot, who have become such in compliance with all the requirements and conditions contained in the Declaration of Covenants, Conditions and Restrictions, including these By-Laws and corporate Charter for the Wyndstone Subdivision Homeowners Association, Inc., shall be entitled to attend and vote at all meetings of the Association. The Developer shall be considered the owner of each lot which is unsold by him.

b) Voting Rights. Then owner or owners of a lot shall be entitled to one vote at all meetings of the Association. Where two or more persons own a lot, the vote allocated to that lot shall be cast by one authorized by such two or more owners, and in the event of failure of such authorization, no vote shall be recorded for that lot. Where only one of two or more owners of a lot is present in person at a meeting, such one shall be presumed to be authorized by all owners of said lot and shall be entitled to cast the vote with respect to that lot. Where one person or group of persons owns more than one lot, such person or group shall be entitled to cast one vote for each lot owned.

c) Corporation as Owner. In the event a partnership, trustee, corporation or other entity owns a lot or lots, after having complied with all conditions contained in the Declaration, including these By-Laws, the vote of such may be cast by a partner, trustee or officer of the same or by any person authorized in writing by a partner, trustee or officer thereof, to represent the same.

d) Proxies Votes may be cast in person or by proxy. Proxies, to be valid, shall be in writing for the particular meeting designated therein and any adjournments thereof and shall be filed with the secretary of the meeting prior to the meeting.

e) Annual Meeting. The annual meeting of the Association shall be held at 7:00 p.m. on the first Monday in February of each year beginning when the Restrictions call for the Owners to assume the responsibility for the common areas or at such time as the Developer notifies the Lot owners to form the Association, whichever event occurs first, for the purpose of electing a Board of Directors and of transacting any other business authorized to be transacted by the members; provided however that if such day is a legal holiday, then the meeting shall be held at the same hour on the next following day.

f) Special Meetings. Special meetings of the Association shall be held whenever called by the President and Secretary of the Board of Directors, by a majority of the Board of Directors or by written request of one-third (1/3) of the entire members of owners. When a special meeting is so called, the Secretary shall mail or deliver written notice of the meeting to all owners.

g) Notice. Notice shall be given to all owners of meetings stating the time, place and purpose for which the meeting is called. Such notice shall be in writing and shall be mailed or delivered to each member at his address as it appears on the books of the Association, or may be mailed or delivered to his lot not less than ten (10) days nor more than thirty (30) days before the meeting. Proof of such mailing or delivery may be given by the written statement of the Secretary or other person giving the notice. Notice of a meeting may be waived before, at or after the meeting.

h) Quorum. A quorum at any meeting of the Association shall consist of persons entitled to cast at least a majority of the votes of the entire number of lot owners. The affirmative vote of a majority of owners present, being more than fifty per cent (50%) of the total number of lots in attendance, is required to adopt any resolution, elect any director, make any decision or take any action; except that these By-Laws and the system of administration may be modified only in the manner hereinafter set forth.

i) Presiding Officer. The President of the Board of Directors shall preside over all Association meetings; and the Secretary of the Board of Directors shall take and keep the Minutes and Minute Books of all Association meetings, wherein adopted resolutions shall be recorded, and shall serve as Secretary at such meetings.

j) Amendments. The Association may, at any duly called, held and convened meetings, modify or amend the system of administration of Wyndstone Subdivision, a Planned Residential Development, and these By-Laws for the administration of Wyndstone Subdivision, by the affirmative vote of owners representing at least Seventy-five Percent (75%) of the total lots in Wyndstone Subdivision. The said system of administration and these By-Laws, however, may be only amended in such manner that all of the provisions required by the code of Tennessee to be within the contents of the By-Laws shall always be embodied in the By-Laws. No such modification or amendment of a system of administration or of these By-Laws shall be operative unless and until it is embodied in a written instrument and is recorded in the Register's Office of Madison County, Tennessee, in the same manner as was the Declaration and these original By-Laws which are a part of the said Declaration.

3. **BOARD OF DIRECTORS:** The administration of Wyndstone Subdivision, a Planned Residential Development, its business affairs and of the general common elements herein shall be vested in its Board of Directors, which shall consist of not less than three (3) nor more than seven (7) persons. Except for the initial members of the Board of Directors, each member of the Board of Directors shall be either the owner of a lot or of an interest therein, or, in the event of ownership of a lot by a partnership, trustee, corporation or other entity, a partner, trustee, officer or other designated representative thereof.

a) Election of Directors. The Association shall, at its annual meeting, elect the Board of Directors. Each owner or owners of a lot shall be entitled to one vote per lot for each of the Directors to be elected, with cumulative voting not permitted. A majority of those voting shall be necessary for the election of a Director. Each owner or owners of a lot, on each ballot, is required to cast his vote for as many persons as there are Directors to be elected. In the event a sufficient number of persons fails to receive a majority of votes, additional votes will be taken with the name of the person receiving the lowest number of votes being dropped after each ballot, until a sufficient number of Directors is elected.

b) Vacancies. Vacancies in the Board of Directors may be filled until the date of the next annual meeting by the remaining Directors.

- c) Term. The term of each Director's service shall be until the next annual meeting of the Association and thereafter until his successor is duly elected by the Association and qualified or until he is removed in the manner elsewhere provided.
- d) Organization Meeting. The organization meeting of a newly elected Board of Directors shall be held within three (3) weeks of their election at such place and time as shall be fixed by the Directors at the meeting at which they are elected, and no further notice of the organization meeting shall be necessary, providing a quorum shall be present.
- e) Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Board. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph at least five (5) days prior to the day named for such meeting unless notice is waived.
- f) Special Meetings. Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of a majority of the members of the Board. Not less than five (5) days notice of the meeting shall be given, personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.
- g) Waiver of Notice. Any Director may waive notice of a meeting before, at or after the meeting before, at or after the meeting, and such waiver shall be deemed as equivalent to the giving of notice.
- h) Quorum. A quorum at Directors' meetings shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except as specifically otherwise provided in the Declaration or elsewhere in these By-Laws. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At an adjourned meeting, any business which might have to be transacted at the original called meeting, may be transacted at the adjourned meeting without further notice.
- i) Presiding Officer. The President of the Board of Directors shall preside at all meetings of the Board; the Secretary of the Board shall serve as Secretary of all meetings of the Board. In the absence of either, the Board shall designate one of their number to preside or to serve as Secretary as the case may be.
- j) Compensation. No compensation shall be paid to any member of the Board or to any officer for service as such, unless approved by a majority of owners. Any member of the Board or any officer may be reimbursed for expenses actually incurred by him, upon approval of the Board.
- k) Removal. Any member of the Board may be removed and relieved of duty as such by the vote of the owners representing a majority of the total of lots at any regular or special meeting duly called and convened of the Association. The vacancy created by such removal may be filled by the Association at the meeting at which such Director was removed.

4. OFFICERS:

The Board of Directors shall elect, from its members:

- a) A President, who shall be the chief administrative officer of the Board; shall execute contracts and agreements in the name and behalf of the Board when directed by the Board; shall preside at all meetings and shall perform such other duties as the chief administrative officer as the Board, may, from time to time, direct;
- b) A Vice President; who shall, in the absence or disability of the President, preside at all meetings and perform all duties of the President;
- c) A Secretary/Treasurer, who shall keep the Minutes of all meetings and proceedings of the Association, and of the Board of Directors. He shall attend to the giving and serving of all notice to the owners of meetings and to the Directors at meetings of the Board of Directors. He shall keep all other records of the Association and of the Board. An Assistant Secretary may also be elected to perform the duties of the Secretary when the Secretary is absent and who shall have the custody of all property of the Board, including funds, securities, evidences of indebtedness, books, assessment rolls and accounts of the owners. He shall keep the books in accordance with good accounting practice and shall perform all other duties incident to the office of the Treasurer.

No compensation shall be paid to any Director or Officer for services as such, except upon approval by a majority of the owners. This provision shall not preclude, however, the Board of Directors from employing an officer or administrator as an employee of the Association, such as manager or as bookkeeper, auditor, attorney or the like.

All moneys and funds of the Board of Directors shall be deposited in such bank or banks as may be designated from time to time by the Board of Directors. Withdrawals of moneys from such accounts in banks shall be only by checks or drafts signed by such persons or as are authorized by the Board of Directors. At least two signatures are required for the signature of any check or draft.

Roberts Rule of Order (latest edition) shall govern the conduct of meetings of the Association and of the Board of Directors, subject to any paramount provisions of the statutes of Tennessee and provisions of the Declaration including these By-Laws.

5. **POWERS OF THE BOARD OF DIRECTORS:** In addition to the rights, powers and duties conferred upon the Board of Directors by the Declaration, the laws of Tennessee and by other provisions of these By-Laws and without in otherwise limiting the same, the Board of Directors shall have the following additional and cumulative rights, powers and duties:

- a) To hold title and possession to funds and property, including the maintenance funds and other assessments and including title to any purchased lot or purchased leasehold interest pursuant to the powers herein above conferred as trustee for the use and benefit of the owners of the lots;
- b) To recommend assessments against members to defray the costs of the Association, including, without limitation, all costs and expenses of maintaining, repairing, replacing, improving, altering, operating and administering the roofs and exteriors of the improvements on the common elements and the perimeter wall and any service to be provided to the Declaration, and of engaging all necessary services and employees therefore; approval of assessments shall be governed by Article V of the Declaration of Covenants;
- c) To use the proceeds of assessments in the exercise of its powers and duties;

- d) To oversee the maintenance, repair, replacement, operation and administration of the exteriors of the improvements of the common elements and any services to be provided to the individual lots pursuant to the Declaration;
- e) To oversee the reconstruction of improvements after casualty and the further improvement of the property, including buildings and common elements;
- f) To make and amend regulations respecting the use of the property, including the building and common elements;
- g) To enforce by legal means, or otherwise, the provisions, of the Declaration, including and By-Laws and the regulations for the use of the property;
- h) To contract for the management of the Association and to delegate to a manger the management duties of the Board of Directors, to be performed by such manger under supervision of the Board of Directors, should such be necessary and desirable;
- i) To pay any taxes and assessments which are liens against any part of the property other than individual lots and the appurtenances thereto and to assess the same against the lot subject to such liens; to oppose the levying of any such taxes;
- j) To carry insurance for the protection of lot owners and the Board of Directors against casualty and liabilities;
- k) To pay the cost of all power, water, sewer and other utility services rendered to the Association and not billed to owners of individual lots; and
- l) To employ personnel for reasonable compensation to perform the services required for proper administration of the Association, including without limitation, auditors, attorneys, bookkeepers and managers.

6. **OTHER PROVISIONS:** Members of the Association shall be entitled to cast one (1) vote for each lot owned by them. Developer shall be entitled to five (5) votes for each lot owned and unsold.

7. **DEVELOPER EXEMPT FROM HOMEOWNERS ASSOCIATION DUES:** The Developer and any lots owned by the Developer, are totally and completely exempt from any responsibility for Homeowners Association dues. Homeowner dues shall not accrue to any particular lot until the lot is sold by the Developer only. The Developer also reserves the right to collect the initial Homeowners Association fee from any lot owner as soon as a residence on a lot is occupied, said dues not to exceed \$150.00 per year until Homeowners Association is initially formed and said dues to be used to fund the Homeowners Association and care for common areas. In the event any funds are not used shall be turned over to Homeowners Association when the Homeowners Association is formed.

8. **INDEMNIFICATION:** The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action or in the right of the Association) by reason of the fact that he is or was a Director of officer of Wyndstone Subdivision, a Planned Residential Development, against expenses (including attorney's fees), judgements, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be

in, or not opposed to, the best interests of Wyndstone Subdivision, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgement, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption believed to be in, or not opposed to, the best interests of Wyndstone Subdivision, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

No indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable of negligence or misconduct in the performance of his duty to Wyndstone Subdivision, unless and only to the extent that the Chancery Court of Madison County, Tennessee, or the Court in which such action or suit was brought, shall determine upon application that, despite the adjudication of liability but in view of all circumstances such expenses which the Court shall deem proper. To the extent that a Director or officer of Wyndstone Subdivision has been successful on the merits or otherwise in defense of any action, suit or proceedings referred to in this article, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Any indemnification under this Article (unless order by a Court) shall be made only as authorized in the specific case upon a determination that indemnification of the Director or Officer is proper in the circumstances because he has met the applicable standard of conduct set forth herein. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who are not parties to such action, suit or proceeding, or (2) if such quorum is not obtainable, or even if obtainable a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or (3) by the Association.

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by Wyndstone Subdivision, in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon a secured receipt of an undertaking by or on behalf of the Director or officer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the corporation as authorized herein.

The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-Law, agreement, vote of Association or disinterested Directors or otherwise both as to an action in his official capacity and as to an action in another capacity while holding office, shall continue as to a person who has ceased to be a Director or officer, and shall inure to the benefit of the heirs, executors and administrators of such a person

9. **CONSTRUCTION:** These By-Laws are intended to be read in conjunction with the Declaration, and if there is any conflict between the By-Laws and the Declaration, the Declaration shall control.

ARTICLE III

EASEMENTS AND COMMON AREAS

1. Easements for Utilities, Lake Maintenance and Related Purposes: The Association if authorized and empowered to grant (and shall from time to time grant) such licenses, easements and/or right-of-way for sewer lines, electrical cables, telephone and other communication cables, internal and external wiring and antennas, gas lines, storm

drains, underground conduits and/or such other purposes related to the provision of public utilities and other common services to the Residential Community as may be considered necessary appropriate or desirable by the Board of Directors for the orderly maintenance, preservation of the health, safety, convenience and/or welfare of the Owners of the Lot and the Declarant.

2. General Easement: The Declarant, so long as it shall retain record title to any Lot or the Common Areas, and the Association, reserve the right and easement to the use of the Common Areas and any Lot or any portion thereof, as may be needed for repair, maintenance, or construction on such Lot or any other Lot or the Common Areas.

3. Encroachments: Each lot and the dwelling located thereon and the property included in the Common Area shall be subject to an easement of encroachments created by construction, reconstruction, repair, shifting movement, settling and overhangs as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist.

4. Ingress and Egress: There is hereby created a blanket easement upon, across, over and under all of said property for ingress, egress, installation, replacing, repairing, and maintaining all phones and electricity. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to construct and maintain the necessary underground lines and other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits, and conduits on, above, across, and under the roofs and exterior walls for said dwellings. An easement is further granted to all police, fire protection, ambulance, and all similar persons to enter upon the street and Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees and to any management company selected by the Association to enter in or to cross over the Common Area and any lots to perform the duties of maintenance and repair of the dwelling or Common Area provided for herein.

Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Developer shall have the right to grant such easement on said property without conflicting with the terms hereof. The easements provided for in this Article shall in no way affect any other recorded easement on said premises.

5. Entrance Way, Detention/Retention Lakes and Any other Common areas: The Declarant has constructed Entranceway and Wall and Detention/Retention Lake, which is shown on the Final Plat of Wyndstone Subdivision. The Property Owners Association shall have the obligation for the general upkeep and maintenance of these items, for normal wear and tear. In the event any damage is caused to these items by an individual lot owner, his or her residents, guests, or invites, the cost of the repair for the damage shall be the sole responsibility of the individual lot owner. In the event the lot owner does not make the required repair the Property Owners Association have the right to make the repairs it deems necessary and to charge those repairs to the individual lot owner responsible and collect it in accordance with the by-laws of the Association. The Developer shall also have the right to establish other common areas by Declaration on the Final Plat(s).

ARTICLE IV

EFFECTIVE DATE

The foregoing restrictions and reservations shall constitute covenants running with the land and shall bind all purchasers (or owners) of such lots in WYNDSTONE, SECTION I, their heirs, successors and assigns, and all persons claiming under them, for a period of thirty (30) years from the date of recording of this instrument; after which time such restrictive covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots providing for a change of such covenants in whole or in part or a cancellation thereof, is placed of public record in the Register's Office of Madison County, Tennessee. These Covenants, Conditions and Restrictions, along with the attached By-laws become effective upon the recording of this document in the Register's Office of Madison County, Tennessee.

IN WITNESS WHEREOF, the undersigned has caused the execution of this document on this the _____ day of _____, 200__.

BY _____
Lee Godfrey, Owner/Developer/Declarant

STATE OF TENNESSEE
COUNTY OF MADISON

Personally appeared before me, the undersigned, a Notary Public, in and for said State and County, Lee Godfrey, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Owner/Developer/Declarant of Wyndstone Subdivision, Section 1. And that he, as such Owner/Developer/Declarant, being authorized so to do, executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal, at office on this _____ day of _____, 200__.

_____ My commission expires: _____.

ARTICLE V
LEGAL DESCRIPTION
WYNDSTONE – SECTION 1
JACKSON, MADISON COUNTY, TENNESSEE

Survey of a portion of the Lee W. Godfrey property as described in Deed Book 685 Page 1177 and shown on Tax Map 33, Parcel 52.00 and being in the 3rd Civil District of Madison County, Tennessee.

BEGINNING at an iron pin at the northwest corner of Lot 87 of Northwynde – Section IV a plat of which is of record in Plat Book 9 Page 170 in the Register’s Office of Madison County, Tennessee, also being in the south margin of Fairway Boulevard (25 feet from the centerline); runs thence with the west line of Northwynde – Section IV as described above and the west line of Northwynde – Section V, a plat of which is of record in Plat Book 10 Page 281, south 03 degrees 19 minutes 42 seconds west 534.10 feet to Moize Creek; runs thence with Moize Creek, south 68 degrees 19 minutes 06 seconds west 89.46 feet; thence north 50 degrees 08 minutes 48 seconds west 93.50 feet; thence south 35 degrees 45 minutes 07 seconds west 93.81 feet; thence south 76 degrees 38 minutes 51 seconds west 36.43 feet; thence north 71 degrees 42 minutes 44 seconds west 77.96 feet to the southwest corner of the property being described (Section 1 of Wyndstone); runs thence with the west line of said Wyndstone – Section 1, north 03 degrees 00 minutes 20 seconds east 583.49 feet to the south margin of proposed Fairway Drive; runs thence with the western terminus of Fairway Drive, north 01 degrees 54 minutes 14 seconds east 52.02 feet; runs thence with the west line of said Wyndstone – Section 1, north 03 degrees 00 minutes 20 seconds east 407.73 feet; thence north 00 degrees 31 minutes 20 seconds west 239.70 feet; thence north 07 degrees 43 minutes 03 seconds east 80.02 feet; runs thence the north line of said Wyndstone – Section 1, south 86 degrees 59 minutes 40 seconds east 330.18 feet to the west line of VFW Partners as described in Deed Book 669 Page 513; runs thence with said west line, south 03 degrees 00 minutes 20 seconds west 604.33 feet to an iron pin at the northwest corner of Lot 86 of Northwynde – Section IV a plat of which is of record in Plat Book 9 Page 170; runs thence south 03 degrees 19 minutes 42 seconds west 173.91 feet to the point of beginning containing 433354.7358 square feet or 9.948 acres of land as surveyed by Surveying Services, Inc., 41 Heritage Square, Jackson, Tennessee 38305 (731-664-0807).