

This Instrument Prepared by:  
Bryan K. Smith, Attorney  
Pietrangelo Smith PLC  
International Place – Tower II  
6410 Poplar Avenue, Suite 710  
Memphis, Tennessee 38119

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
HARPER'S VIEW FARM PROPERTY**

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**THIS DECLARATION**, is made, published and declared this \_\_\_\_\_ day of February, 2025, by **David H. Wright** (the "Declarant") and any and all persons, firms or corporations hereinafter acquitting any of the within described property:

**WHEREAS**, the Declarant is the fee simple owner of a certain tract of real property in Montgomery County, Tennessee, which property is more particularly described in Exhibit "A" attached hereto (the "Property"); and

**WHEREAS**, the Declarant has designed the Property as a private conservation area designed to preserve the natural beauty of the site. Great care has been taken to preserve the mature trees found on the Property, the agricultural nature of the Property, and to preserve the majestic view of the river and land.

**WHEREAS**, the Declarant has caused a survey of the Property to be prepared and is attached hereto as Exhibit "B" ("Survey"); and

**WHEREAS**, it is to the benefit, interest and advantage of the Declarant, the Tract Owners, and of each and every person or other entity hereafter acquiring any interest in the Property that certain covenants, restrictions, easements, assessments and liens governing and regulating the use and occupancy of the same be established, fixed, set forth and declared as covenants running with the land;

**NOW, THEREFORE**, in consideration of the premises, the Declarant does hereby publish and declare that all or any portion of the Property described in Exhibit "A" is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the following covenants, conditions, restrictions, uses, limitations and obligations (and subject to all easements, conditions, restrictions, etc., as set out in the Survey, Exhibit "B"), all of which are declared and agreed to be in furtherance of a plan for the development and improvement of the said Property, and the said covenants, conditions, restrictions, uses, limitations and obligations shall run with the land and shall be a burden and benefit to the Declarant, its successors and assigns, and any person or legal entity acquiring or owning any interest in any portion of the said Property or any improvements thereon, their grantees, successors, heirs, executors, administrators, devisees and assigns.

**ARTICLE I  
DEFINITIONS**

The following words when used in this Declaration shall have the following meaning:

**Section 1.** "Declarant" shall mean David H. Wright, 2355 Duntreath Rd., Germantown, Tennessee 38139, its successors and assigns.

**Section 2.** “Declaration” shall mean this Declaration of Covenants, Conditions and Restrictions, and any supplementary declaration filed hereto, as this Declaration may, from time to time, be amended in accordance with its terms.

**Section 3.** “Tract” shall mean and refer to the Tracts of land designated with Tract Numbers 1 through 5 inclusive, as shown on Exhibit “B” attached hereto. For all purposes hereunder, it shall be understood and agreed that Declarant shall be the Owner of all of said Tracts, save and except only those particular Tracts which Declarant conveys in fee simple title by recordable deed from and after the date hereof.

**Section 4.** “Owner” shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Tract which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, provided, however, that the purchaser at a foreclosure sale or trustee’s sale shall be deemed an Owner. If an Owner consists of more than one Person, all of the Owner’s combined will have a single vote per Tract owned.

**Section 5.** “Person” means an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.

**Section 6.** “Property” or “Properties” shall mean that real property described in Exhibit “A” attached hereto and such additions thereto as may hereafter be brought within the coverage of this Declaration.

**Section 7.** “Improvements” shall mean the structures, walls, pavement, plantings and other additions built or placed on the Tracts. It is intended that the Improvements reasonably meant for the Owner of a particular Tract will lie entirely within said Tract and, if a dwelling is constructed, it will be located within the area designed for a home site, as depicted on Exhibit B. In the event that, by reason of settlement, or shifting of the Improvements, any minor part of the Improvements reasonably intended for a particular Tract lie outside that Tract, an easement of use shall apply thereto in favor of the Tract to be benefited.

## **ARTICLE II** **PROPERTY**

**Section 1. Property Subject to Declaration.** That certain real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this declaration located on Ford Road, Montgomery County, Tennessee, and which is more particularly described in Exhibit “A” attached hereto and made a part hereof.

**Section 2. Drainage.** Each Tract shall maintain its own drainage, flood and erosion control measures and facilities, so as to not unreasonably inundate, flood, damage, or impair the use or enjoyment of any other Tract.

## **ARTICLE III** **PURPOSE OF DECLARATION**

The conditions, restrictions, covenants, reservations and easements herein contained are made and imposed upon said Property and each Tract contained therein to insure the best use and the most aesthetically appropriate development and improvement of each Tract; to protect each Owner of each Tract against improper use of surrounding Tracts; to preserve, so far as practicable, the unique agricultural character of said Property; to encourage and secure the construction of attractive homes on such Tracts which do not remain agricultural in use; and in general, to provide adequately for a superior quality of improvements on such Tracts, and thereby enhance the value of investments made by the Owners of the Tracts.

**ARTICLE IV**  
**UTILITY EASEMENT**

**Easement for Utilities.** The utilities serving the various Tracts (electric, water, gas, telephone, internet, television cable) shall be located, generally, along the right of way to Ford Road, and an easement is reserved for such which extends approximately 150 feet into each Tract from the eastern edge of Ford Road for such purposes. Declarant makes no representations or warranties about the availability or adequacy of any such utility.

**ARTICLE V**  
**MAINTENANCE AND REPAIR**

**Section 1. Individual Tract Owners.**

a) Interior Maintenance. Each Owner of a Tract shall be responsible for all maintenance, painting, repairs and upkeep on its Tract and the improvements thereon.

b) Exterior Maintenance. As shown on Exhibit "B" attached hereto, there will be five (5) Tracts, which must remain either agricultural, residential or a combination of both, in use. In order to retain the appearance of the development, no exterior maintenance, repairs or replacements which substantially alter the exterior appearance of a Tract or any improvement thereon may be commenced for the improvement of an individual Tract unless permission is obtained from the Architectural Control Committee, as hereinafter defined.

c) Drainage. All Tracts have natural drainage. All maintenance expenses associated with the drainage on each Tract are the responsibility of the Tract Owner. Any modification to the natural drainage flow shall be designed by an engineer and approved by Declarant or the Architectural Control Committee.

In the event an Owner of any Tract in the Property fails to maintain the premises and improvements situated thereon in a manner consistent with this Declaration, the Declarant, or the owner of any other Tract will have the right to privately enforce this Declaration against the breaching Tract Owner.

**ARTICLE VI**  
**ARCHITECTURAL CONTROL**

**Section 1. Architectural Control Committee.** To promote architectural compatibility and to preserve the value of homes and Property, all improvements to the Tracts within Harper's View Farm shall be reviewed and approved by the Architectural Control Committee (referred to herein as "Architectural Control Committee" or the "ACC"), its representative, or committee duly appointed by said Architectural Control Committee. This covenant shall not be construed to govern the interior design of dwellings nor shall any approval be unreasonably or arbitrarily withheld. In the event that the Architectural Control Committee, or its representative, fails to approve or disapprove such design and site plan within thirty (30) business days after said plans have been submitted, such approval will not be required and this covenant shall be deemed to have been fully complied with. For the purposes of this provision, the term "business days" mean Monday through Friday, but excluding any Federal holidays. The Architectural Control Committee may, at its sole discretion, delegate its obligations, duties and functions to a third party and in the event of such delegation, said third party shall be vested with the same authority and powers as the Architectural Control Committee as set out herein. The Architectural Control Committee may, at its discretion, retain the services of a third party to assist in the performance of its obligations, duties and functions arising hereunder.

An "Architectural Control Committee" is hereby established. The initial committee shall consist of Declarant and architect, Christopher Schmidt. These two individuals shall serve until they resign from the Committee by written notice to the Tract Owners or are otherwise removed by Declarant. If at any time, neither Christopher Schmidt nor Declarant are serving on the Architectural Control Committee, the Architectural Control Committee will increase in size to three (3) members, one of which must be a

licensed architect in the State of Tennessee and a fellow of the AIA. Declarant reserves the right to appoint and remove members of the Architectural Control Committee in his sole discretion, and Declarant further reserves the right to assign his rights, as Declarant, to another party, but if at any time Declarant is deceased or subject to a disability which prevents him from taking such actions, the Tract Owners by majority vote may elect such new members of the Architectural Control Committee. If Declarant is unable to serve on the Architectural Control Committee, Christopher Schmidt may continue to serve in such capacity as a one-person Architectural Control Committee. Three (3) years following completion of a single-family dwelling on each of the five (5) Tracts (the "Triggering Event"), Declarant and Christopher Schmidt shall cease to be members of the Architectural Control Committee and all replacements may be appointed by the majority vote of the Tract Owners, subject to the qualifications set out herein. The affirmative vote of a majority of the membership of the Architectural Control Committee shall be required to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permanent authorization or approval pursuant to directives or authorizations contained herein. Following the Triggering Event, the Architectural Control Committee may be dissolved by a majority vote of the Tract Owners.

The vision for Harpers View Farm is to conserve the agricultural use and feel of the Property as a whole, and, to the extent homes are constructed thereon, to create an estate neighborhood of homes and improvements which are inherently timeless yet current and appealing; a collection of custom homes that are not easily 'date stamped' by the trends of the decade they were built – a neighborhood in which the whole is truly greater than the sum of its parts. By example, developments and neighborhoods which have been successful in achieving this goal have historically created and established a high level of both initial and subsequent values over time. The overall form, scale, proportion, roof pitch, details cornice, entry, doors, windows, dormers, trim, materials, colors, and the landscape and hardscape of all homes and other improvements shall be appropriate to the style or character and shall be supported with clear and accurate plans, elevations, sections, details and specifications/notes which provide the appropriate and accurate data required such that the constructed product shall match the intent illustrated within the submitted documents.

**Section 2. Approvals Necessary, Rules of Committee and Remedies for Violation.** With the exception of Declarant, no structure of any kind or nature or any fence or barrier shall be commenced, erected, placed, moved onto, or permitted to remain on any of the Tracts within **Harper's View Farm** nor shall any existing structure, fence or barrier upon any Tracts be altered in any way which substantially changes the exterior appearance (which includes but is not limited to changes in paint color and re-roofing) thereof, nor shall there be any additions, attachments, or deletions to improvements, without the written consent of the Architectural Control Committee; nor shall any new use be commenced on any Tract unless plans and specifications (including a description of any proposed new use) shall have been submitted to and approved in writing by the Architectural Control Committee. Such plans and specifications shall be professionally prepared to industry standards and shall contain such information as may be required by the Architectural Control Committee, but in any event shall include:

a) A site plan of the Tract showing the overall nature, materials, color and location of all improvements, including front, sides and rear setbacks of all structures, fences, gates or barriers, and location of driveway, turnarounds, parking spaces, utility meters, heating, ventilation, and air conditioning equipment, refuse storage and screening; and

b) Said site plan shall also show the minimum ground floor area of a single-family dwelling, exclusive of porches and garages, to be 3,800 square feet, and the minimum ground floor area of 2,800 square feet for a one and a half story or two-story dwelling; provided, however, the Architectural Control Committee shall have the right and authority, without approval of any other Tract Owner, to lower the minimum square footage requirement for any Tract for the orderly development of and integrity of the Property;

c) Architectural plans shall include floor plans, all exterior elevations, building sections and details of cornice, front entrance, porches, rails, and other details, etc., of special or unique importance or character. Said plans shall include adequate data and detail as to the overall exterior materials, and color

scheme and the overall kind, style, shape, height, materials and quality of the proposed structure and other improvements.

**NOTE:** The Architectural Control Committee may require additional data or more detailed plans should the items noted above not be adequately covered or should a design of unique quality or merit require such for full review and approval.

The Architectural Control Committee may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on the Tracts including, without limitation, the exterior lighting and planting and may issue statements of policy with respect to approval or disapproval of the architectural styles or details or other matters which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Architectural Control Committee at any time and no inclusion in or omission from or amendment of any such rule or statement shall be deemed to bind the Architectural Control Committee to approve or disapprove any feature or matter subject to approval or to waive the exercise of the Architectural Control Committee's discretion as to any such matter, but no change of policy shall affect the finality of any Tract of any plans or specifications previously submitted to and approved by the Architectural Control Committee but such approval shall not be deemed a waiver by the Architectural Control Committee in its discretion to disapprove such plans or specifications or any features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Tract. Approval of any such plans and specifications relating to any Tract, however, shall be final as to that Tract and such approval may not be revoked or rescinded thereafter provided that the plans and specifications as approved and any condition attached to any such approval have been adhered to and complied with in regard to all structures, fences, hardscapes or barriers on the uses of the Tract in question.

In the event the Architectural Control Committee fails to approve or disapprove any plans and specifications as herein provided within thirty (30) days after submission thereof, the same shall be deemed to have been approved as submitted and no further action shall be required.

If any structure, fence, or barrier shall be altered, erected, placed or maintained (including exterior maintenance) upon any Tract or any new use or improvement is commenced on any Tract, otherwise than in accordance with plans and specifications approved by the Architectural Control Committee as required herein, such alteration, erection, maintenance, or use shall be deemed to have been undertaken in violation of the restrictions herein and without the approval required herein, and unless deemed acceptable or appropriate upon written notice from the Architectural Control Committee any such structure, fence, hardscape or barrier altered, erected, placed or maintained upon any Tract in violation hereof shall be removed or re-altered, and such use shall be terminated so as to extinguish such violation.

If fifteen (15) days after the notice of such violation, the Owner or Owners of the Tract upon which such violation exists shall not have taken reasonable steps towards the removal or termination of the same, the Declarant or the owner of any other Tract may specifically enforce this Declaration and seek as one remedy, but not an exhaustive remedy, the removal of the violation, and the costs thereof shall be a binding personal obligation of such violating Owner.

Upon completion of the construction or alteration of any structure in accordance with the plans and specifications approved by the Architectural Control Committee, the Architectural Control Committee shall, upon written request of the Owner thereof, issue a letter of compliance in form suitable for recordation, identifying such structure and the Tract on which such structure is placed and stating that the plans and specifications, location of such structure and the use or uses to be conducted thereon have been approved and that such structure complies therewith. Preparation and recording of such letter shall be at the expense of the Owner or Owners of such Tract. Any letter of compliance issued in accordance with the provisions of this paragraph shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value or as to any title insurer, such letter shall be conclusive evidence that all structures and the use or uses described therein complied with all the requirements of these restrictions as of the date of such letter, and all other requirements as to which the Architectural Control Committee exercises any discretionary or interpretive powers.

The Architectural Control Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to these restrictions payable at the time such plans and specifications are so submitted. The initial fee will be no less than \$500 and no greater than \$1,000, unless and until such time as the Architectural Control Committee may establish a revised fee structure. Declarant shall pay the review fee, up to, but not to exceed \$1,000, for the first application for a dwelling on each Tract, provided such application is made within three (3) years following the date a Tract Owner takes title to its respective Tract. Thereafter, the Tract Owner will be responsible for the review fees.

Any agent of Declarant or of the Architectural Control Committee may, at reasonable times, enter upon and observe any Tract and any improvements thereon for the purposes of ascertaining whether the maintenance of such Tract and the maintenance, construction, or alteration of structure thereon are in compliance with the provisions of these restrictions, and no such persons shall be deemed to have committed a trespass or other wrongful acts by reason of such entry or observation.

The Architectural Control Committee shall use its best efforts in the exercise of its duties; however, the Committee, its members and the Declarant shall not be liable for any decision made in the exercise of its duties, or for any comments, suggestions and/or redesigns resulting from the design review process.

The Declarant or the Owner of any Tract contained within Property shall have the right to enforce by any proceeding at law or in equity all conditions, restrictions, covenants, reservations and easements herein or hereinafter contained or otherwise contained in any deed to any Tract. Failure by the Declarant or any Owner to enforce any of such proceedings shall in no event be deemed a waiver of the right to do so thereafter.

Should a request to the Architectural Control Committee come from a Committee member; the other members of the Committee shall select a disinterested Tract Owner to take the place of the Committee member making the request.

All plans and other requests to the Architectural Control Committee must be in the form required by the Architectural Control Committee, in electronic format unless physical copies are specifically requested, submitted to:

1. David H. Wright  
[davidhankwright@outlook.com](mailto:davidhankwright@outlook.com)  
2355 Duntreath Rd.  
Germantown, TN 38139

and to

2. Christopher Schmidt  
[christopher@csstudioarc.com](mailto:christopher@csstudioarc.com)  
6295 Redfield Dr.  
Germantown, TN 38138

All requests and notices to the Architectural Control Committee will be deemed effective when actually delivered to and received by the recipient.

## **ARTICLE VIII**

### **RESTRICTIVE COVENANTS**

**Section 1. Residential and Agricultural Use.** Tracts 1 through 5, inclusive, shall only be used for private, single-family residential purposes or agricultural purposes. No commercial use shall be made of any Tract except an agricultural enterprise which is compatible and harmonious with a residential area, and discreet and incidental home occupation conforming to all applicable provisions of the zoning law having jurisdiction. No Tract may be used for a commercial poultry operation, and under no circumstances will hogs, goats or roosters be permitted on any Tract. No Owner shall have or maintain more than one Large Animal (defined below) per five (5) entirely fenced acres on any Tract. For the purposes of the foregoing sentence, the term "Large Animal" means cows, horses, donkeys, mules, other animals classified as bovine or equine animals, and other similarly sized animals. No Tract may be used for incidental or principal outdoor storage, maintenance or repair of any equipment used in the conduct of a business elsewhere and any incidental home occupation must not be of a nature which increases traffic upon the Property (such as excessive deliveries, visitors, etc.). Two or more adjacent Tracts may be combined into a single Tract, but no Tract may be further divided or reduced in size and then be usable as a Tract upon which a dwelling may be constructed. A Tract may be divided into two Tracts for the same owner, one of which will have the Tract Owner's dwelling constructed thereon, and the other will be placed into a greenbelt for agricultural purposes. No Tract may have more than one dwelling constructed upon it.

**Section 2. Prohibited Uses and Nuisances.** In order to provide for a congenial occupation of the homes within Harper's View Farm and to provide for the protection of the values of the entire development, the use of the residences shall be in accordance with the following provisions:

a) Said property is hereby restricted to agricultural or residential use. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other building of temporary character shall be used on any portion of said Property at any time as a residence, either temporarily or permanently.

b) Each Tract shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof and all easements, restrictions and covenants set out in the Survey attached hereto as Exhibit "B".

c) No obnoxious or offensive trade or activity shall be carried on upon any Tract in this development nor shall anything be done thereon which may be or become an annoyance or nuisance to other Owners within Harper's View Farm, including without limitation excessive or disruptive noise (such as excessive target practice, barking dogs which can be heard by others from outside of the Tract, or other animals or activities which emit excessive noise), or which have an adverse impact on air quality (such as excessive burning).

d) No building material of any kind or character shall be placed or stored upon any of said Tracts until the Owner is ready to commence improvements. Building materials shall not be placed or stored in Ford Road or within 30 feet of the edge of the road pavement. No construction shall be commenced until appropriate erosion controls are in place, and such shall be maintained during the time of construction, such that erosion or silt will not be deposited onto adjacent Tracts, wooded areas or natural drainage ways, swales, or creeks, springs, or river. In the event that erosion, silt or mud be deposited or transferred onto adjacent Tracts, or natural areas, it is the "offending" Tract Owner's responsibility to rectify the situation and to properly remove and clean up any affected areas.

e) Harper's View Farm is not serviced by an overall sewer system. Each Tract Owner shall be responsible for the installation and maintenance of an individual septic system or sewer system, which shall be approved by the local health authority. Declarant recommends that each Tract Owner determine the location and extent of acceptable soils via soil testing along with investigating the various tank, treatment, and field line systems to determine the most appropriate overall system and design to meet or exceed the demands of proposed improvements. Septic systems shall be designed with reserve "back-up" areas as required by local Health Dept. Each Tract Owner shall also coordinate the Tract area required and the required location of the total septic system on the Tract before final site or home design and prior to start of

any construction and become fully aware of Montgomery County Health Department rules and regulations as to any grading, cutting, or filling of designated area(s) for the septic systems. The Declarant shall have no liability to any Tract Owner for claims, losses, or damage resulting from the design, installation, maintenance or performance of any septic system or private sewage disposal or treatment system serving any Tract nor shall the Declarant have any liability to any other Tract Owner for claims, losses or damage resulting from the absence of any jointly connected private sanitary sewer system or the absence of public sanitary sewer lines or connections serving any of the Tracts or the Property.

f) The minimum square footage for a residence shall be 3,800 heated and cooled square feet, and a one and one-half or two-story residence shall have at least 2,800 heated and cooled square feet on the ground floor. The Architectural Committee shall, in its sole discretion, have the ability to vary the minimum square footage.

g) The Tracts will be serviced with one (1) public water tap per Tract. Declarant has prepaid the Development Fees, but each Tract Owner is responsible to pay the individual Tap fees applicable to its Tract.

h) Electric power and fiber optic are each provided overhead along Ford Road. Each Tract Owner is responsible for, and all electrical, fiber optic and any other utility service lines shall be extended to and run underground to the service points, transformers, structures, etc. Declarant makes no representations or warranties as to the availability or suitability of any such utilities, and each Tract Owner is responsible for ensuring that the available utility services are suitable for the Tract Owner's intended use of its Tract.

i) Any swimming pool approved by the Architectural Control Committee must be in-ground. No vinyl-liner or above-ground pools are permitted.

j) No Tract, nor any portion thereof, nor any dwelling or other improvement thereon may be rented or leased to a third party for residential or dwelling purposes, including without limitation overnight rentals or other short-term rentals.

**Section 3. Other Restrictions.** The Property and each of the Tracts may be subject to other restrictive covenants, including without limitation those of record in Volume 1330, Pages 2924 – 2928 in the Register's Office of Montgomery County, Tennessee, and the Declarant makes no representations or warranties as to the existence or enforceability of any other such covenants or restrictions.

## **ARTICLE IX**

### **SETBACKS**

Except as otherwise provided herein, building and improvement setback lines shall be the minimum distances from the public road right-of-way, or from side or rear property line, or set forth on the Survey (Exhibit B):

Tract One, (1): Front yard setback along Ford Road is four hundred (400) feet, the rear yard setback is fifty (50) feet, and the side yard setbacks are fifty (50) feet;

Tract Two (2): Front yard setback along Ford road is five hundred (500) feet; the rear yard setback is one hundred (100) feet; the side yard setback is fifty (50) feet, except that portion of the southern side yard which extends farther east than the eastern-most boundary with Tract One (1), which has a ten (10) foot side yard setback;

Tracts Three (3) through Five (5): Front yard setback along Ford Road is five hundred (500) feet; the rear yard setback is one hundred (100) feet, and the side yard setbacks are fifty (50) feet.



**ARTICLE X**  
**GENERAL PROVISIONS**

**Section 1. Duration and Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, or the Owner of any Tract subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, unless otherwise expressly limited herein, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless terminated prior to such renewal by amendment as provided in this Section. Unless specifically prohibited herein, this Declaration may be amended by an instrument signed by owners of no less than four (4) of the Tracts after the Triggering Event. Prior to the Triggering Event, this Declaration may only be amended by the Declarant. Any amendment must be properly recorded to be effective.

**NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DECLARANT RESERVES THE RIGHT FOR A PERIOD OF TEN (10) YEARS FROM THE DATE HEREOF TO UNILATERALLY AMEND THIS DECLARATION TO THE REQUIREMENTS OF ANY GOVERNMENTAL AGENCY, FEDERAL, STATE OR LOCAL, AND FOR THE REQUIREMENTS OF ANY MORTGAGE LENDER OR FOR ANY REASON THAT THE DECLARANT DEEMS ADVISABLE FOR THE ORDERLY DEVELOPMENT OF THE PROPERTY.**

**Section 2. Notices.** Except as otherwise specified herein, any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as an Owner on the records of the Montgomery County Assessor of Property records at the time of such mailing.

**Section 3. Enforcement.** The Declarant or any Owner, shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violations, to require specific performance and/or to recover damages; and failure by the Declarant or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement by the Declarant shall be chargeable to the Owner of the Tract violating these covenants and restrictions.

**Section 4. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the validity of any other provisions, which shall remain in full force and effect.

**Section 5. Waiver.** No restriction, condition, obligation or provision of this Declaration shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

**Section 6. Gender, etc.** Whenever in this Declaration the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

**IN WITNESS WHEREOF**, the undersigned, being the Declarant herein, has caused these presents to be signed by the officer duly authorized so to do as of the day and year first above written.

DECLARANT:

\_\_\_\_\_  
David H. Wright

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared David H. Wright, personally known to me and who, being first duly sworn, acknowledged that he executed the foregoing instrument for the purposes therein contained as his free act and deed.

Witness my hand and Notarial Seal at office in said State and County this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

Being a Tract of land lying in the 5<sup>th</sup> Civil District of Montgomery County, Tennessee. Said Tract being a portion of the property shown on Tax Map 059, Tract 023.00. Said Tract belonging to Don L. Harper and is of record in Official Record Volume (ORV) 1232, Page (PG) 1173 Register's Office Montgomery County, Tennessee (ROMCT). It can be generally described as being south, west of and adjacent to the Red River, east of and adjacent to Ford Road, and north of Highway 76, and being further described below.

Beginning at a ½" iron pin capped "Weakley" in the eastern Right of Way (ROW) of Ford Road. Said POINT OF BEGINNING having Tennessee State Plane Coordinates (NAD 83) of Northing 810069.65 and Easting of 1624575.50, being the southwest corner of the Daniel Best property, as recorded in ORV 1666 PG 2448 and ORV 1190 PG 2249 ROMCT and being the northwest corner of herein described tract.

Thence, leaving said ROW and along said Best property, South 81°18'50" East, a distance of 541.84 feet to a ½" iron pin capped "Weakley."

Thence, continuing along said Best property, South 81°23'21" East, a distance of 569.16 feet to a point at the low water mark on the west bank of the Red River.

Thence, leaving said Best property, along the low water mark on the west bank of said Red River the following 9 calls, all to a point in the low water mark of said Red River, South 23°16'11" East, a distance of 72.38 feet.

Thence, South 49°24'01" East, a distance of 178.20 feet.

Thence, South 43°49'31" East, a distance of 182.58 feet.

Thence, South 67°04'44" East, a distance of 41.21 feet.

Thence, South 43°25'27" West, a distance of 45.76 feet.

Thence, South 06°47'26" East, a distance of 86.61 feet.

Thence, South 27°38'32" East, a distance of 186.44 feet.

Thence, South 43°05'01" East, a distance of 126.31 feet.

Thence, South 30°13'26" East, a distance of 383.86 feet. Said point being in the western line of the Charles Winn property, as recorded in ORV 259 PG 54 ROMCT and ORV 142 PG 392 ROMCT.

Thence, leaving said Red River and along and through the said Winn property the following 5 calls, all to a point in the ditch, South 17°14'39" East, a distance of 239.08 feet.

Thence, South 01°26'48" West, a distance of 132.82 feet.

Thence, South 23°20'54" West, a distance of 182.74 feet.

Thence, South 24°11'30" West, a distance of 112.55 feet.

Thence, South 41°37'15" West, a distance of 181.76 feet.

Thence, continuing along and past said Winn property, to and along the Richard Gramlick property, as recorded in ORV 1447 PG 2627 ROMCT, South 72°03'38" West, a distance of 242.25 feet to a 1" laid over iron pin.

Thence, continuing along said Gramlick property the following 8 calls, South 44°31'30" West, a distance of 210.85 feet to a ½" iron pin.

Thence, South 09°53'35" West, a distance of 142.44 feet to a point in a ditch.

Thence, South 33°57'07" East, a distance of 113.23 feet to a point in a ditch.

Thence, South 19°52'12" East, a distance of 290.88 feet to a ½" iron pin.

Thence, South 35°59'07" East, a distance of 60.62 feet to a point in a ditch.

Thence, South 01°10'41" West, a distance of 83.06 feet to a point in a ditch.

Thence, South 25°23'00" East, a distance of 62.79 feet to a point in a ditch. Said point being the northern most corner of the William Pickett property, as recorded in ORV 744 PG 587 ROMCT.

Thence, leaving said Gramlick property and along said Pickett property the following 4 calls, South 64°25'03" West, a distance of 134.49 feet to a point in a ditch.

Thence, South 26°26'16" West, a distance of 66.09 feet to a point in a ditch.

Thence, North 84°26'59" West, a distance of 49.12 feet to a ½" iron pin capped "DBS & ASSOC."

Thence, North 79°48'25" West, a distance of 463.96 feet to a ½" iron pin capped "Walker." Said iron pin being in the north line of the Patricia Russell property, as recorded in ORV 1126 PG 785 ROMCT.

Thence, leaving said Pickett property and along said Russell property the following 10 calls, North 20°48'54" West, a distance of 19.63 feet to a ½" iron pin.

Thence, North 78°50'38" West, a distance of 205.18 feet to a ½" iron pin capped "Walker."

Thence, South 82°16'31" West, a distance of 110.11 feet to a ½" iron pin capped "Walker."

Thence, South 63°57'47" West, a distance of 356.09 feet to a ½" iron pin capped "Walker."

Thence, South 25°26'35" West, a distance of 123.76 feet to a ½" iron pin.

Thence, South 13°07'32" West, a distance of 247.06 feet to a ½" iron pin capped "Walker."

Thence, North 79°40'22" West, a distance of 397.15 feet to a ½" iron pin capped "Walker."

Thence, North 69°28'25" West, a distance of 120.81 feet to a ½" iron pin.

Thence, South 43°44'21" West, a distance of 23.14 feet to a ½" iron pin.

Thence, North 78°37'19" West, a distance of 212.96 feet to a ½" iron pin in the eastern ROW of Ford Road. Said iron pin being the southwest corner of herein described tract, and having Tennessee State Plane Coordinates (NAD 83) of Northing 806818.07 and Easting of 1623863.85.

Thence, leaving said Russell property and along said ROW the following 8 calls, North 05°52'27" East, a distance of 224.50 feet to a ½" iron pin capped "DBS & ASSOC."

Thence, along a 1,068.69 foot radius curve concave to the east a distance of 364.64 feet, and being subtended by a chord bearing of North 14°03'59" East and a chord distance of 362.88 feet to a ½" iron pin capped "DBS & ASSOC."

Thence, North 24°57'23" East, a distance of 158.00 feet to a ½" iron pin capped "DBS & ASSOC."

Thence, along a 1,266.46 foot radius curve concave to the west a distance of 253.04 feet and being subtended by a chord bearing of North 19°36'36" East and a chord distance of 252.62 feet to a ½" iron pin capped "DBS & ASSOC."

Thence, North 14°07'16" East, a distance of 696.12 feet to a ½" iron pin capped "DBS & ASSOC."

Thence, North 11°04'53" East, a distance of 875.52 feet to a ½" iron pin capped "DBS & ASSOC."

Thence, along a 5,269.61 foot radius curve concave to the west a distance of 414.98 feet and being subtended by a chord bearing of North 10°00'17" East and a chord distance of 414.87 feet to a ½" iron pin capped "DBS & ASSOC."

Thence, North 06°17'37" East, a distance of 354.33 feet to said POINT OF BEGINNING.

Said portion of Tract containing 5,364,482.26 square feet or 123.15 acres, more or less.

Together with and subject to any easements, covenants, right of ways, and conveyances that are of record and not of record. According to a boundary survey by TTL, Inc., stamped by Joshua A Meeks (TN RLS #2790), dated .

**EXHIBIT “B”**

